TUFTS UNIVERSITY

and

UNITE HERE, LOCAL 26

April 3, 2019 - June 30, 2023

TUFTS DINING SERVICES

Collective Bargaining Agreement

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THIS AGREEMENT, effective April 3, 2019, is by and between the Trustees of Tufts College (hereinafter called "the University") and UNITE HERE Local 26 and their successors and assigns (hereinafter called "the Union").

WITNESSETH THAT in consideration of their mutual understandings herein, the parties agree as follows:

ARTICLE 1
RECOGNITION

Section 1. The University hereby recognizes the Union as the exclusive representative for collective negotiations concerning terms and conditions of employment for all regular full-time and part-time food service employees, who are employed by the University on the Medford/Somerville Campus and/or at the School of the Museum of Fine Arts (SMFA) on the Boston Fenway campus.

Section 2. The University shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the University shall not enter into any separate agreements, covenants, or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

Section 3. Excluded from the bargaining unit shall be all other classifications and employees in Dining Services, including managers, confidential and clerical employees, office/professional employees, current Tufts students, and guards as defined in the National Labor Relations Act, as well as volunteers, employees of temp agencies or third-party vendors, and trainees from certain vocational, educational and apprenticeship programs.

ARTICLE 2
BARGAINING UNIT WORK

Section 1. STAFFING. The University will endeavor to staff dining facilities with resources and adequate personnel to ensure that the University's standards for food quality and customer service are continuously met.

With the exception of Chefs and Caterers, supervisors and other non-bargaining unit employees will not perform bargaining unit work except when: there are no union employees available to perform the work; legitimate emergencies arise; such work is performed for instructional purposes; in response to specific client requests; for brief periods due to absence, product malfunction or increased demand; or as part of a vendor or subcontracting relationship.

Section 2. STUDENT WORKERS. The above section shall not be interpreted to prevent student employees from working in food service positions at the University. This Agreement does not cover or apply to students attending the University who may, at the discretion of the University, be employed at any time and from time to time in dining services to perform any work as a means of earning part of their expenses while studying at the University. Nothing contained in this Agreement shall restrict the amount of work which may be allotted to students.

Section 3. VOCATIONAL EMPLOYEES WITH DISABILITIES. The above section shall not be interpreted to prevent vocational employees with disabilities from working in food service positions at the University. Nothing contained in this Agreement shall restrict the amount of work which may be allotted to such vocational employees.

ARTICLE 3
MANAGEMENT RIGHTS

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, technology, facilities, and location of operations, to determine or modify the number (including layoffs and additions to force), qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety in accordance with University policies; to evaluate and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe University rules and regulations, to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, transfer, or promote; to determine all matters relating to employee hiring, retention; to subcontract all or any portion of any operations, and to determine whether the whole or any part of the operation shall continue.

ARTICLE 4
UNION STATUS AND MEMBERSHIP DUES

Section 1. The University agrees that it will, during the full term of this Agreement or any renewal thereof, deduct weekly from the earnings of employees who have signed an appropriate authorization and filed same with the University, Union dues, assessments, initiation fees, arrears

and reinstatement fees and remit the total deductions monthly to the Union or to such person as may be designated by the Union. The form of such authorization has been agreed upon and such authorization shall be irrevocable for a period of one (l) year from the date the same is signed or until the termination of the Agreement, whichever occurs sooner, provided that such authorization shall be automatically renewed and shall be irrevocable for the successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the parties, whichever shall be shorter, unless written notice is given by the employee to both the University and the Union not more than twenty (20) nor less than ten (10) days prior to the expiration of each period of one (1) year or of the expiration of each applicable collective bargaining agreement between the parties, whichever occurs sooner.

Section 2. No later, then the fifteenth (15th) day of each month, the University shall submit one (1) check for the previous month's dues deductions together with one list of all bargaining unit employees, showing their names, their employee identification numbers, their dates of hire, hourly wage rate, campus, classification, home address, status (FT/PT/LOA/Terminated) and the total amount deducted from each employee each month, and the reason if no deduction was made. The University shall, deposit the list in an electronic format approved by the Union on the Union's FTP site or will send the approved list by e-mail. The University shall show on the employee's statement of earnings and withholdings the Union fees deducted and remitted to the Union. This statement will serve as the member's dues receipt.

Section 3. Employees shall become and remain members of the Union in good standing upon completion of thirty (30) days of employment with the University or thirty (30) days after the effective date of this Agreement, whichever is later.

Section 4. In order to simplify the University's and the Union's administration of this section, the University shall upon the hiring of new employees give each employee an application for union membership and a dues check-off authorization form. The University shall remit the completed forms to the union monthly.

Section 5. The Union shall certify to the University, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the University thirty (30) days written notice prior to the effective date of such change.

Section 6. The Union shall indemnify and hold the University harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the University in reliance upon said dues deduction authorization cards submitted by the Union to the University.

Section 7. The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee, his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Company shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001. Attn: Treasurer.

ARTICLE 5
RESPECT AND DIGNITY

The University and the Union agree that there is no place in the work environment for conduct that demeans or belittles another person. The University and the Union aspire to be part of a community in which mutual respect guides our day-to-day interactions. The University strives to provide all employees with a work environment that is free of harassment or other unreasonable interference with the performance of their duties. Verbal abuse, threats, harassment and retaliation are unacceptable and will be addressed. Discipline shall be handled in a professional manner by all parties.

ARTICLE 6
ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 1. The parties recognize that recent immigrant workers are employed by the University and are a vital element to its success. While English is the primary language of the workplace, employees have the right to use the language of their choice among themselves or in responding to customers who address them in a language other than English. Both management and employees must be sensitive to excluding co-workers and customers from understanding the subject of conversation when speaking in the presence of others who do not understand the language they are using.

Section 2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. The Employer agrees it will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

Section 3. Where there is a communication difficulty with a particular employee, the University will make every effort to provide a translator or translation service to facilitate communications.

Section 4. The University is committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of the diverse cultures of the workforce. The University and Union are proud of the diversity of the workforce and the benefits that diversity brings to the University.

As part of this commitment, the University will work with the Union to inform and educate members of underrepresented communities about job and career opportunities within dining services and across the University.

ARTICLE 7
NON-DISCRIMINATION AND HARASSMENT

Section 1. POLICY STATEMENT. There shall be no discrimination against or harassment of any employee or any applicant for employment because of race, color, national or ethnic origin, age, religion/creed, disability, sex, sexual orientation, gender identity, gender expression, veteran status disability or any other protected status under applicable federal, state and local anti-discrimination laws. Unlawful discrimination has no place at Tufts and offends the University's core values which include a commitment to equal opportunity and inclusion. Retaliation against any bargaining unit member for filing or making a good faith report of alleged violations of this policy is prohibited and will not be tolerated. The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse and inclusive. The Union acknowledges that, like other University employees, bargaining unit members covered by this Agreement are protected by and must adhere to University policies prohibiting discrimination and harassment, including but not limited to the Non-Discrimination and Sexual Misconduct Policy. Additional information and resources regarding these policies are available through the Tufts University Office of Equal Opportunity.

Section 2. UNION MEMBERSHIP. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employees on behalf of the Union.

Section 3. SEXUAL HARASSMENT AWARENESS AND TRAINING PROGRAM. The University's Sexual Misconduct Policy prohibits employees from being subjected to sexual harassment in the workplace. This prohibition includes sexual harassment because of a person's sexual orientation,

gender identity or gender expression. The University will take all reasonable step to eliminate sexual harassment from the workplace whether from supervisors, employees or customers, including by scheduling once every two years, in October or earlier, for all employees and supervisors in dining services, an awareness program regarding the problem of sexual harassment.

The biennial training and awareness program will cover the following topics:

- a review of civil rights and anti-discrimination laws that apply in the workplace in Massachusetts;
- a review of the anti-discrimination and harassment policies that apply at Tufts (including the Sexual Misconduct Policy and the Collective Bargaining Agreement)
- a review of the procedures for filing internal complaints with the Tufts University Office of Equal Opportunity, grievances with the Union, and/or charges with the Massachusetts Commission Against Discrimination (MCAD); and
- best practices to address and prevent workplace harassment and discrimination.

The University and the Union will jointly participate in the training. The University and the Union agree to exchange any written materials they intend to use at such training at least ten (10) days in advance of any scheduled session. At each training session, a Union representative will have the opportunity to speak on the topic of Sexual Harassment on behalf of UNITE HERE! and its membership. Up to thirty (30) minutes of the training session shall be devoted to such presentation by the Union.

The first biennial training session shall occur no later than October 31, 2019. Subsequent trainings shall occur every two years on or before October 31. Training sessions may be offered by home unit or in other, small group formats and at staggered times to minimize operational disruption. Time spent at the biennial training will be paid.

ARTICLE 8
IMMIGRATION

Section 1. GENERAL PRINCIPLES.

(a) The Union and the University have a mutual interest in avoiding the termination of trained employees. The University welcomes all qualified job applicants regardless of their nationality, citizenship or immigration status, so long as they are authorized to work in the United States.

(b) If a federal law is enacted that impacts immigrant employees in the workplace, the Union may request to negotiate over such impacts, provided such requests are not preempted or contravened by law.

Section 2. NON-DISCRIMINATION.

(a) The University shall not take adverse action against an employee solely because the employee is subject to an immigration or deportation proceeding. An employee subject to immigration or deportation proceedings shall retain employment so long as the employee is otherwise authorized to work in the United States.

(b) In the event that the University receives notice from the Social Security Administration ("SSA"), or through one of its routine verification systems (such as E-Verify or Social Security Number Verification System (SSNVS)), that one or more of the employee names and Social Security numbers ("SSN") do not match the SSA's records, the University agrees that it will not take adverse action or discriminate against any employee solely because of a no-match letter or other notice, unless otherwise required by law.

(c) In the event that an employee covered by this Agreement who has completed his or her probationary period has a problem with his or her right to work in the United States, or upon notification by the Department of Homeland Security (DHS) that an immigration audit or an investigation is being initiated, or when the University receives a no-match letter(s) from SSA, or other notice from its verification systems, the University shall notify the Union and the employee in writing to see if a resolution can be reached. The University will fill vacancies created by employees who experience lapses in their work authorization consistent with the University's business needs.

(d) The University shall endeavor to work with the Union to identify opportunities to provide English as a Second Language (ESL) and literacy classes to employees, either directly, online or in partnership with outside vendors.

Section 3. IMMIGRATION RELATED LEAVES OF ABSENCE.

(a) In the event that an employee has a problem with his or her right to work in the United States, the University shall meet with the Union, the University shall meet with the Union, to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before the University takes any action to terminate employment.

(b) If the University terminates an employee who is not authorized to work in the U.S., or because the employee has provided false information about his/her authorization to work in the U.S., or if an employee resigns in lieu of being terminated for one of the foregoing reasons, the University shall:

(i) immediately reinstate the employee to his/her former position, without loss of prior seniority (but seniority for vacation or other benefits does not continue to accrue

during the period of absence) if the employee provides proof of work authorization within 12 months from the date of termination.

(ii) If the employee provides proof of work authorization more than 12 months after the termination date, rehire the employee into the next available opening in the employee's former classification or another classification for which the employee is qualified, as a new hire without seniority.

Section 4. VERIFICATION OF WORK AUTHORIZATION STATUS.

(a) The University shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a(1)(B) and listed on the back of the I-9 form or as otherwise required by law. No employee continuously employed since November 6, 1986 (or before as amended by Congress) shall be required to provide proof of immigration status.

(b) The University shall not retain copies of employees' identity and work authorization documents except as required for the application of international tax laws or as part of a personnel record that predates the University's electronic verification system.

Section 5. WORKPLACE IMMIGRATION ENFORCEMENT. The University shall:

(1) Notify the Union as soon as practical if it receives a warrant, subpoena, court order or written request from the Department of Homeland Security (DHS) seeking personally identifiable information about an employee's work authorization status, provided there is no legal obligation or government instruction to keep such request confidential.

(2) Request a valid warrant, subpoena or court order prior to any DHS inspection or site visit that includes private areas in dining services.

(3) Request a valid warrant, subpoena, court order or written request (e.g., Notice of Intent to Inspect) from DHS prior to any inspection of I-9 forms, or other documents related to employee work authorization.

If DHS notifies the University that certain employees do not appear to be authorized for employment, the University will provide the affected employees with the maximum amount of time permitted by law to present documents to establish employment authorization.

Section 6. REMEDIES.

(a) If DHS notifies the University that certain employees are not authorized for employment in the United States, the University will issue the employee their final paycheck, inclusive of all

accrued and unused vacation time following completion of the probationary period. The University will not contest unemployment.

(b) If an arbitrator finds that the University intentionally violates any provision of this Article and that such intentional violation directly or indirectly leads to the termination or resignation of any employee, the Employer shall, in addition to any other remedies awarded by the Arbitrator, reinstate or, if reinstatement is not possible due to the employee's immigration status, pay liquidated damages in an amount not to exceed one year of the employee's annualized hourly rate.

ARTICLE 9
PROBATIONARY PERIOD

A new employee shall be a probationary employee for the first (3) three months of employment during which period the University shall determine whether such employee qualifies for the position. The just cause provisions of this Agreement shall not apply until the conclusion of the probationary period.

After each probationary employee shall become a regular employee, the period during which he or she was employed by the University as a probationary employee shall be counted for purposes of seniority, sick leave, and vacation.

A supervisor, in consultation with the University's Human Resources Department, may extend an employee's probationary period for up to an additional three (3) months. If this occurs, the supervisor must notify the employee in writing with a copy to the Union.

The total probationary period cannot exceed six (6) months. The extension of the probationary period does not impact an employee's ability to accrue or take sick days or earned vacation time.

ARTICLE 10
DISCIPLINE AND DISCHARGE

Section 1. No employee shall be discharged, suspended or otherwise disciplined without just cause. The University will promptly advise the Union of any discharge or discipline.

Section 2. Upon an employee's request, the employee shall be permitted to have a Shop Steward present at a meeting with the University, where the employee reasonably believes the purpose is to investigate alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action against the employee. If the employee indicates that he/she wants a steward to be present, and no stewards are available, the disciplinary meeting shall be postponed for up to 2 days. Upon request, the University shall provide a translator or translation services for investigatory meetings that may

result in discipline or corrective counseling for an employee whose first language is not English or who requires American Sign Language.

Section 3. The University agrees that any written warnings or reprimands (except for OEO findings and/or last chance agreements) will be considered inactive twenty-four (24) months from the date of issue, provided the employee has not incurred any other warnings during that time period. Record of verbal warnings shall not be placed in the employee's personnel file. Such documents more than twenty-four (24) months old may only be used as evidence that an employee was aware of a rule or policy. Copies of all formal written discipline shall be provided to the Union Steward present at the counseling session or the Union Steward assigned to the shift. Notices of final warnings and terminations will also be sent to the Union Local's office.

Section 4. For discipline situations that are appropriate for progressive discipline the progressive steps shall be:

1. First Written Warning
2. Second Written Warning
3. Final Written Warning
4. Termination

While the above shall be the standard steps of discipline, the University may combine or skip levels of progressive discipline in situations involving egregious conduct. The University may also suspend in lieu of termination.

Section 5. Attendance issues shall be considered on the same disciplinary track as other performance issues; however, the University shall consider mitigating factors outside the employees control such as unavoidable transportation delays. Cash handling issues shall be considered on a separate disciplinary track from other issues.

Section 6. All discipline will be given within a reasonable period of time (typically no longer than two weeks) from when the supervisor or manager would have reasonably known of the event which triggered the discipline. Some circumstances may delay the delivery of discipline. If additional time is needed to complete an investigation, the University shall inform the Union of the anticipated time line for delivery.

ARTICLE 11
GRIEVANCES AND ARBITRATION

Section 1. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this

Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of employment.

Section 2. The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure on the part of the Union to comply with the time limits set forth in this Article shall result in dismissal of the grievance. Failure on the part of the University to respond within the time limits shall permit the Union to submit the matter to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be reflected in writing.

Section 3. The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the University and the Union. Grievances involving suspensions or terminations will proceed initially at Step Two.

Step One: Any employee who believes an event has occurred that constitutes a grievance shall discuss the matter with his or her manager. The employee may initiate this discussion, if the employee wishes, with the assistance of a shop steward. The issue must be discussed within fourteen (14) working days of its occurrence or when the grievant would have reasonably known of the violation. The Grievance must also be presented in writing to the manager, and it shall cite the Article(s) of this Agreement allegedly violated and the remedy sought. The manager shall give a written reply within five (5) working days of submission and discussion of the Grievance.

Step Two: If the Grievance is not resolved after Step 1, then within seven (7) calendar days of the answer, the Grievance shall be reduced to writing and provided to the responsible Associate Director of Dining Services (or their designee). The written Grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within seven (7) calendar days of the Grievance being filed in writing, a meeting shall occur between the Associate Director of Dining Services (or their designee), the Shop Steward and the grievant in an effort to resolve the Grievance. The Associate Director of Dining Services (or their designee) shall provide a written response within seven (7) calendar days of the meeting.

Step Three: In the event that the Grievance cannot be settled in Step Two, the written Grievance may be appealed by the Union to the Director of Dining Services (or their designee) within ten (10) calendar days after the written decision of the Associate Director of Dining Services was received. The appeal shall be in writing. The parties shall meet within ten (10) calendar days in an effort to resolve the Grievance. The

Director of Dining Services (or their designee) shall provide a written response within ten (10) calendar days of the meeting.

Section 4. ARBITRATION.

If the Grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) requesting a panel of seven (7) arbitrators no later than thirty (30) calendar days following the receipt of written Step 3 answer.

The parties shall attempt to mutually determine an acceptable arbitrator. If this process is unsuccessful, the parties shall select an arbitrator from the FMCS or AAA panel by alternately striking names (Union shall strike first) until one (1) name remains who shall be the "selected" arbitrator. The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement.

Costs of the arbitration shall be shared equally by the parties (the University and the Union). In addition to the Grievant, one shop steward may attend the arbitration hearing. The Grievant may use accrued vacation or personal time to attend the hearing, so long as they are actively employed by the University as of the hearing date. The shop steward's time shall be paid if the arbitration occurs during their regularly scheduled work hours, up to a maximum of eight (8) hours. Time spent by the shop steward attending the arbitration proceedings shall not be counted toward overtime.

ARTICLE 12
HOURS OF WORK

Section 1. The University recognizes the importance of consistent schedules for the ability of employees to balance their lives outside of the workplace. Although the parties realize that changes in an employee's schedule may arise, the University will do what is reasonable to minimize these occurrences and will take into account an employee's seniority.

Section 2. The normal workweek / pay period for regular, full-time employees shall be five (5) days per calendar week (Sunday through Saturday), eight (8) hours per day. The eight (8) hours of work shall be performed within eight and one half (8 ½) consecutive hours with one

unpaid half hour meal break. In addition, all employees will be entitled to one fifteen (15) minute break for every four (4) hours of scheduled work.

Section 3. Regular, full-time employees who work a regular five (5) day workweek shall be scheduled to receive two (2) consecutive days off whenever possible and consistent with business needs. For example, special events, such as Commencement or periods requiring essential personnel, may require non-consecutive days off.

Section 4. All schedules shall be posted fourteen (14) calendar days prior to the beginning of the scheduled workweek. Any changes from the regular schedule will be clearly marked. No changes to an employee's schedule shall be made after the posting of the schedule, except by mutual agreement.

Section 5. The above provisions shall not apply to catering employees.

ARTICLE 13
EXTRA HOURS OF WORK AND OVERTIME

Section 1. OVERTIME RATE. One and one-half times the regular hourly rate will be paid for all hours worked in excess of forty (40) hours worked per week. If an employee works more than 8 hours per day, the University will not unilaterally reduce that individual's work schedule on subsequent days in the workweek for the purpose of avoiding overtime.

Section 2. OVERTIME/EXTRA HOURS ELIGIBILITY. No employee shall work overtime or extra hours beyond their regularly scheduled shift unless it has been authorized in advance by his/her supervisor.

Section 3. OVERTIME ASSIGNMENTS. The University will make every effort to distribute overtime equitably according to job classification, home unit, seniority and availability.

(a) Scheduled Overtime/Extra Hours. When additional or overtime hours are anticipated and can be scheduled in advance, they will be considered "scheduled" overtime/extra hours. Preference for scheduled overtime/extra hours shall be given according to the following distribution rules:

(1) first, to the most senior part-time employees scheduled to work less than 40 hours per week who are qualified to do the job and who are assigned to the home unit where the overtime/extra hours are needed, and then

(2) second, to the most senior full-time employees scheduled to work 40 or more hours per week who are qualified to do the job and who are assigned to the home unit where the overtime/extra hours are needed, and then

(3) third, to temporary employees.

(b) Unscheduled Overtime and Extra Hours. When overtime/extra hours are not anticipated, they will be considered "unscheduled" overtime/extra hours. Preference for unscheduled overtime/extra hours shall be given to the most senior (part-time, then full-time) employee within the job classification (as described above), who is already on-site, in the home unit where the overtime/extra hours are needed and who is qualified to perform the necessary duties. If there is no such employee available, the University shall pull the next most senior employee available on campus using the same criteria described above.

(c) Contiguous Overtime/Extra Hours. Overtime/extra hours contiguous to the beginning or the end of a shift shall be one (1) hour guaranteed.

Section 4. CATERING ROSTER. The Employer will post a sign-up roster for employees who wish to work catered events that require additional labor in addition to the regular catering unit employees. Employees who have been qualified in catering proficiency will be assigned work hours in order of seniority. An employee who has signed up for the catering work and declines to work a second catered event will be removed from the eligible catering roster for the remainder of the semester.

ARTICLE 14
REPORTING PAY

In cases where an unanticipated business disruption occurs, employees who report to work on a regularly scheduled work day will receive pay for their scheduled hours at the appropriate rate. Employees who are called in to work on their scheduled day off shall be guaranteed a minimum of four (4) hours of work or pay, at the appropriate rate.

ARTICLE 15
UNIFORMS

Section 1. Consistent with past practice, the University provides uniforms for any employee who is required to wear them, except for those positions where an allowance is provided (e.g. for pants worn by DSAs). The University will, without expense to the employee, issue a number of uniforms equal to the number of days in the employee's regularly scheduled workweek upon hire and at the beginning of each new academic year.

If the employee is required to purchase all or part of their own uniform, the University will reimburse the employee an amount up to ninety dollars ($90.00) upon proof of purchase. Any expense in excess of $90.00 should be submitted in advance and shall not be unreasonably denied. If an employee is required to launder their own uniforms, reimbursement shall be made annually during the month of December in a lump-sum payment of $100.00. Employees shall be issued, or reimbursed for, a number of uniforms equal to the number of days in the employee's regularly scheduled work week.

Section 2. All employees will be eligible for up to a $50.00 annual reimbursement for the purchase of safety shoes from an approved vendor at the beginning of each academic year (September). For reimbursement, an employee must show shoes to his/her manager, and proof of purchase, such as a receipt or sales slip. If shoes are purchased, they must be worn on the job. Annually, (1) pair of steel-toed boots will be provided to all employees required to wear them from an approved vendor at no cost to the employee.

ARTICLE 16
RECESS PAY

This Article shall apply only to bargaining unit employees hired on or before April 3, 2019, (which is the Ratification date of the initial Collective Bargaining Agreement between the Parties) and Long-Term Temps who convert to regular full- or part-time employment status pursuant to the Side Letter Agreement executed concurrently with this Agreement (the "Legacy Employees").

Section 1. RECESS PAY FOR LEGACY EMPLOYEES. When University dining operations close during the week of Thanksgiving, the Winter recess, and Spring break, employees shall receive recess pay equivalent to their regularly scheduled hours at their regular rate of pay for the duration of the closure, consistent with past practice. Nothing herein shall prohibit mutually agreed upon flexible Recess scheduling (substituting an alternative day off for a Recess day) for Legacy employees.

In exchange for maintaining the Recess pay benefits for Legacy Employees described above, all other paid time off benefits including holidays, vacation blackout periods and essential personnel closure rates (1.5X the regular rate for employees who are called into work and perform essential duties during a closure; straight time for all other employees), shall remain consistent with the status quo in effect prior to Ratification of the initial Collective Bargaining Agreement for all Legacy employees.

Section 2. Recess WORK OPPORTUNITIES FOR NON-LEGACY EMPLOYEES. If work opportunities become available during Recess periods, they shall be offered in the first instance to qualified non-Legacy employees, and in the second-instance to qualified temporary employees

and/or subcontractors. Non-Legacy employees who complete five (5) years of continuous service in dining will receive a guaranteed offer of work during Recess periods, consistent with their normal work schedules.

ARTICLE 17
HOLIDAYS

In exchange for Recess pay, Legacy Employees shall receive holiday benefits consistent with past practice in effect prior to ratification of the initial Collective Bargaining Agreement. The following benefits described below shall apply only to Non-Legacy Employees.

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Indigenous People's Day (formerly Columbus Day)
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

If an employee works on any of the holidays listed, the employee shall be compensated at time and one-half for hours worked on that day in addition to receiving the day of holiday pay at their normal rate.

ARTICLE 18
VACATION

In exchange for Recess pay, Legacy Employees shall have vacation benefits consistent with past practice in effect prior to Ratification (April 3, 2019). The following benefits described below shall apply only to Non-Legacy Employees.

Section 1. Full-time employees will earn vacation at the rate of 1.25 days per month worked. After completing ten (10) years of service, employees will begin to accumulate vacation at the rate of 1.67 days per month worked. After completing twenty-five (25) years of service, employees will begin to accumulate vacation at the rate of 2.08 days per month worked.

Section 2. Part-time employees receive pro-rated vacation time based on their regular work schedule.

Section 3. Academic year and full-time employees accrue vacation at the above rates for the months in which they work. Accrual rates, probationary rules, and carry over provisions will be subject to all other applicable University guidelines.

ARTICLE 19
JURY DUTY

If an employee is called for jury duty or required to appear in court as a witness, the University shall pay the difference between the employee's regular pay up to forty (40) hours per week and the amount the employee receives from the court, provided the employee was hired before receiving notice of such duty. In order to receive such pay from the University, the employee must furnish evidence from the court of such duty and the amount paid by the court.

ARTICLE 20
SAFETY

Section 1. WORK ENVIRONMENT. The University will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section 2. JOINT SAFETY AND HEALTH COMMITTEE. A Joint Safety and Health Committee ("Committee") will be established by the University and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the University. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. This Committee will meet periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The University will consider all the recommendations from the Committee in good faith.

Section 3. PROTECTIVE EQUIPMENT. The University shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the employee. The University will make available sufficient "cut" gloves to all employees performing knife or slicing work and will not require any employee to perform knife work or handle any slicing apparatus without a "cut" glove.

ARTICLE 21
LEAVES

Section 1. SICK LEAVE

(a) Non-Benefits Eligible Employees. The provisions of this section do not apply to employees regularly assigned less than seventeen and one-half (17.5) hours per week (i.e., non-benefits eligible employees). Non-benefits eligible employees are entitled to accrue one hour of paid sick time for every 30 hours worked pursuant to the Massachusetts Earned Sick Time Law.

(b) Benefits-Eligible Employees. Following the completion of the probationary period, benefits-eligible employees are eligible to receive thirteen (13) sick days per year.

1. Every year on the anniversary of the employee's date of hire, thirteen (13) additional days are added to the sick time accumulation.

2. Sick leave may be accumulated up to 130 working days. Sick time is pro-rated for part-time employees. New sick days will not be added to any employee balance to the extent that such addition will increase the employee's balance above the 130-day cap.

3. After an employee has been sick for three (3) consecutive work days, he/she will be required to provide a doctor's note and be formally placed on a medical leave that will, in some cases, fall under the Family Medical Leave Act (FMLA). The employee or his/her supervisor can generate a request for a leave on behalf of the employee by contacting the Leave Administrator after the employee is out sick for more than five (5) consecutive workdays.

4. Allowances hereunder shall be without duplication of payments under Workers' Compensation or any other law.

    a. In the event an employee is absent from work due to injury, sick time will be charged until such time as Worker's Compensation benefits can be determined. Sick time charged during the first five (5) calendar days of the Worker's Compensation waiting period will be reversed and recorded as wage payments once a valid Worker's Compensation claim has been verified.

    b. Where an employee is out on Workers' Compensation for more than nine (9) months in any rolling twelve (12) month period the University may discharge the employee. The appropriate Union steward and the Business Agent will be sent a copy of the termination letter.

(c) Medical Examination / Certification. The University shall in any case have the right to require an employee to submit to an examination by a physician retained by the University or submit a medical certificate of a physician, whichever the University chooses, both as to the question of the existence of and the duration of any cause for absence. If a physician selected by the University authorizes the absence, no further certificate shall be required.

(d) Call Out Procedure. Employees who are unable to work due to sickness or family illness shall notify the appropriate University authority, as soon as possible, but in any event not less than one (1) hour before the beginning of their work period. Absences due to sickness or family illness shall not count as sick leave pay unless such notice is given.

(e) Return to Work. Upon certification by a physician retained by the University or after consultation with a physician retained by an employee (if consultation is requested), that an employee is not physically or mentally capable of efficiently and regularly performing his or her work, such employee will be placed on a leave of absence for up to twelve (12) weeks or as required by statute. If after twelve (12) weeks of sick leave the employee is unable to return to work, then the employee may be discharged.

1. Consistent with local health codes, if you are found to have a communicable disease that could be spread to your coworkers or customers, you are expected to disclose your condition to your manager. Please be assured that the University will respect your confidentiality.

2. If an employee on sick leave is able to return to work within twelve (12) weeks, and so notifies the University, he/she will be reinstated, subject to existing work requirements at the time of such application for reinstatement.

3. Employees absent for more than one (1) week must periodically inform their supervisor of their status and intention to return to work.

(g) Medical Leaves and Extended Sick Leave (ESL) Pay. All regular, full-time non-exempt employees who have been employed full-time by Tufts for at least one (1) continuous year are eligible for Extended Sick Leave (ESL), at no cost to the employee. Full-time employees who work for Tufts only during the academic year are also eligible for ESL, but they can receive ESL only during the academic year.

ESL supplements the full-time, non-exempt sick pay policy during an approved medical leave of absence. ESL may not be used to supplement Workers' Compensation benefits. ESL is equal to 60% of the employee's base salary (base salary excludes overtime, shift differential, and supplemental pay), and it applies to scheduled work days and University holidays. Employees may choose to apply accumulated vacation, bonus, and personal days to receive up to 100% of their salary.

ESL commences after a waiting period of twenty (20) continuous work days, or after all accumulated sick days beyond twenty (20) are exhausted. Should the employee's sick time be exhausted during the waiting period, an employee may choose to use available vacation, bonus and personal time. Any portion of the waiting period not covered by sick, vacation, or personal time will be unpaid. If an employee has more than twenty (20) sick days accumulated, all sick time must be taken/used prior to the commencement of ESL.

All sick leave pay (regular and extended) will cease at the end of the employee's documented medical leave or at 26 weeks of illness, whichever comes first. Employees seeking to participate in the University's Long-Term Disability Plan (LTD) may apply for benefits under that plan while receiving ESL.

(g) Exceptions. The University reserves the privilege of extending sick leave provisions in any particular case without thereby establishing any precedent for future similar action.

(h) Probationary Period. New employees shall not be entitled to the benefits of sick leave during the probationary period.

(i) Attendance Records. The University will make available to employees for their access, an electronic record of his/her sick leave accumulation through the University's systems of record.

(j) Upon Termination. Sick leave is available to all employees in the bargaining unit, so long as they are actively employed. Upon termination, employees will not be paid out for their unused sick time.

(k) Sick Leave Earned During Leaves. An employee shall not earn or receive sick leave during times when he/she is not being paid by the University.

(l) Sick Leave Restriction. An employee may be placed on sick leave restriction for an initial period not to exceed six (6) months if the University believes there is a pattern of absenteeism which indicates abuse of sick leave (whether paid or unpaid).

During sick leave restriction, the University may require the affected employee to produce a letter from a physician verifying the need for an absence to be provided to the supervisor. The University may also require the employee to submit to an examination by a physician of the University's choice. At the end of sick leave restriction, the employee's record will be reviewed and, at the University's discretion, the employee may be removed from sick leave restriction. If the period of restriction is extended, it will also be for a period not to exceed six (6) months, subject to review at the end of that period.

An employee on sick leave restriction who uses additional sick day(s) (whether paid or unpaid) may be disciplined pursuant to Article 10. Nothing contained in this paragraph will preclude the

University from disciplining an employee under Article 10 who is not on sick leave restriction and who uses sick leave (whether paid or unpaid) for reasons unrelated to their personal or family illness as described in Paragraph M.

(m) Family Sick Days. An employee may apply up to ten (10) sick days per year to care for or to attend medical appointments for a relative or an individual residing with the employee who requires home care, professional medical diagnosis or care, or preventative medical care. Family days are prorated for part-time employees. For purposes of this Section, the term "relative" includes a spouse, domestic partner, parent or child. Relatives also include "step" relationships such as stepchild and stepparent. In such cases, the University shall have the right to require a medical certificate of a physician provided the employee uses more than 24 consecutive hours or more than 3 consecutive days of sick time to care for a sick relative.

Section 2. PERSONAL LEAVE

(a) Personal Days. Based on their regularly scheduled hours, full-time employees receive two (2) personal days per fiscal year, July 1-June 30. Part-time and part-year employees receive pro-rated personal days based on their regular work schedule. These days must be used each year and do not accrue. Unused personal days are not paid upon termination. When scheduling a personal day, employees are expected to give their supervisor sufficient notice. During the first year of employment, employees hired between July 1 and December 31 will receive two (2) personal days. Employees hired between January 1 and March 30 will receive one (1) personal day. Personal days may not be used during the probationary period.

(b) Extended Personal Leave. Upon written notice to the University, an employee may apply for an extended personal leave of absence of up to twelve (12) weeks for those rare circumstances where significant personal hardships make it impossible or difficult to be at work, and which are not otherwise covered in this Article. Such requests shall be granted on a case-by-case basis at the University's sole discretion.

An employee must submit a written request for extended personal leave at least fifteen (15) working days in advance of the start of the leave, however, the University will consider exceptions for unforeseen circumstances. The request for extended personal leave shall specify the reason for the leave and the requested length of time off (up to twelve (12) weeks). The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave request, but may not exceed twelve (12) weeks total.

Extended personal leaves are unpaid and may not be combined or added to other types of leave. If an extended personal leave exceeds thirty (30) days, the employee's benefits payments may be paid in arrears upon their return.

Section 3. PARENTAL LEAVE

(a) The University agrees to provide parental leave benefits to employees who are covered by this contract.

(b) Policies and procedures related to parental leave benefits are described in the Caregiver Leave Policy (HR Series 800) current at the time of this agreement and attached hereto as Appendix C and excerpted below.

Benefits-Eligible Employees	**Reason for Leave (Parental)**	**Total Time Off**	**Portion of Total Time Off that is PAID**
Completed 90 days of service and worked less than 1,250 hours	Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted or foster care child	8 weeks	Up to ten (10) days with pay, including exhaustion of available Sick Leave
Completed at least 12 months of service and worked 1,250 hours or more	Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted or foster care child	12 weeks	Up to twelve (12) weeks with pay, including exhaustion of Sick Leave

Section 4. CAREGIVER LEAVE

(a) The University agrees to provide caregiver leave benefits to employees who are covered by this contract.

(b) Policies and procedures related to caregiver leave benefits are described in the Caregiver Leave Policy (HR Series 800) current at the time of this agreement and attached hereto as Appendix D and excerpted below.

Benefits-Eligible Employees	**Reason for Leave (Caregiver)**	**Total Time Off**	**Portion of Total Time Off that is PAID**
Completed 90 days of service and worked less than 1,250 hours	Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, children or step children with a serious health condition	8 weeks	Up to ten (10) days of Sick Leave (Family Illness Days)
Completed at least 12 months of service and worked 1,250 hours or more	Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, children or step children with a serious health condition	12 weeks	Up to ten (10) days of Sick Leave (Family Illness Days)

Section 5. DOMESTIC OR SEXUAL VIOLENCE LEAVE. In order to help employees address situations of domestic or sexual violence and abuse, employees may take up to fifteen (15) days of unpaid leave in a twelve (12) month period to address issues directly related to domestic or sexual violence against the employee or the employee's family member. Appropriate use of such leave includes time off to seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member or the employee. An employee may take such leave intermittently when necessary. Employees may use up to five (5) accrued sick days and/or accrued vacation and personal time to be paid during time away from work during their domestic or sexual violence leave. Sick time taken to address the psychological, physical, or legal effects of domestic or sexual violence shall run concurrently with the employee's domestic or sexual violence leave.

Section 6. MILITARY LEAVE

(a) Reinstatement. Employees who are drafted for military service, or volunteers for service in any branch of the armed forces of the United States, shall, upon completion of their first tour of duty and if they have received an honorable discharge, be reinstated to their former position in accordance with the applicable laws regulating such matters. In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such lay off shall follow the seniority principles and shall not constitute a grievance under this Agreement. The employee laid off shall be entitled to reasonable notice.

(b) Military Training Duty. Employees of the University who participate in annual military training duty of one (1) month or less as members of the Armed Forces Reserves or the National Guard and who have completed one (1) year of continuous service at the time they report for such duty, shall be granted a military pay differential for a period of up to two (2) weeks annually. Such military pay differential shall be the amount by which the employee's normal wages for the period, calculated on the basis of a work week up to a maximum of forty (40) hours, exceeds any pay received for such military training duty. All pay and allowances, with the exception of subsistence and travel allowances, shall be included in determining military training duty pay.

Employees may be permitted to take a vacation and participate in military training duty at separate times and be granted both vacation pay and military pay differential. However, an employee may not receive vacation pay and a military pay differential for the same period.

An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws. An employee who receives a general discharge from duty, who reports within thirty (30) days and files an intent to return to work from active military service shall be entitled to reinstatement to a position similar in hours, work and pay.

Section 7. UNION LEAVE. In the event an employee is hired or appointed to short-term employment with the Union, with at least thirty (30) days written notice, the employee shall be allowed to take unpaid leave, subject to the University's legitimate business needs. Such unpaid leave shall not exceed twelve (12) months. No more than two (2) employee may be awarded such leave at a time, unless mutually agreed upon by the Parties. The University shall continue to pay for the employee's benefits during such leaves provided that the Union and/or employee reimburses the University in full for such benefits concurrent with such charges. The employee shall continue to pay their share of any benefits. During such leave, the University will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 8. UNITE HERE TRAINING LEAVE. Upon the Union's request and subject to the University's business requirements (e.g., not during Commencement), union members serving as stewards under this contract shall be granted special training leaves to attend group trainings provided by the union, not to exceed one (1) day per steward per year (or in the aggregate for all stewards not to exceed twelve (12) days per year). Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the University to schedule such training in a manner that minimizes the impact of the attendees' absence on the University's business and will provide the University with as much notice as is practicable, which in any event shall not be less than fifteen (15) working days.

Section 9. BEREAVEMENT LEAVE. You may be granted up to three (3) days of paid leave if there is a death in your immediate family or an individual living with you. Immediate family is defined as spouse, domestic partner, children (including stepchildren), daughter/son-in law, mother/father-in law, parent (including stepparent), brother or sister (including stepbrother and stepsister), brother/sister in-law, grandparent, and grandchildren. Upon request, employees may be given sympathy leave of up to three (3) days in the event of the death of a family member of an individual living with them.

Section 10. RETURN FROM LEAVE. Upon return from leave, most employees will be returned to their original or equivalent position with equivalent pay and benefits.

Section 11. ACCOMMODATIONS. Employees who require reasonable accommodations to perform the essential functions of their job, either upon returning from leave or in seeking to apply for a leave of absence, should contact the Office of Equal Opportunity.

ARTICLE 22
JOB OPENINGS

Section 1. VACANCY. For purposes of this Article, the term "vacancy" shall be defined as all full- and part-time, regular status, benefits-eligible, bargaining-unit positions that are available as a result of a vacancy and/or addition to force that the University determines must be filled.

Section 2. JOB POSTINGS FOR INTERNAL APPLICANTS. All vacancies in the home units covered by this Agreement shall be posted in writing for seven (7) consecutive calendar days on internal bulletin boards in each home unit. Postings shall indicate the job classification, hours of work, anticipated days off, assigned location(s), and minimum qualifications for the classification. Upon request, a copy of the posting shall be given to the shop stewards and business agent.

Section 3. APPLYING FOR JOB POSTINGS. It is the employee's obligation to apply online as an internal candidate for the job posting. In the event that an employee is unavailable during the posting period, the union steward may express an interest on the employee's behalf. The employee shall thereafter apply online as described above within a reasonable period of time.

(a) Such posting requirements shall not deny the University its rights to transfer any employee for purposes of covering vacations, sick leave, or other reasons.

(b) Absence of qualified applicants following the posting of such notice shall relieve the University from further responsibilities or duties under this Article.

Section 4. SELECTING QUALIFIED JOB APPLICANTS. Openings shall be filled by the most senior employee who meets the minimum qualifications for the job classification unless the individual has an OEO finding, a last chance agreement, or an active final written warning or reprimand in his/her file.

Section 5. TESTING. If the University conducts testing to determine whether applicants meet the minimum qualifications, such testing shall be conducted in a fair and uniform manner. The University will inform applicants who do not receive the position of the reason why they were not selected.

Section 6. OPPORTUNITIES FOR PROFESSIONAL ADVANCEMENT. The University has agreed to take reasonable measures to encourage application for promotional opportunities among members of the bargaining unit. The University, will upon request, confer with the Union regarding possible training initiatives to encourage internal upward mobility.

ARTICLE 23
SENIORITY

Section 1. SENIORITY PRINCIPLES. The University recognizes the principle of seniority as to the employees covered by this agreement, and subject to its terms, the University will give preference in promotions, retention of employment, and scheduling to the employees having greatest seniority in each job category and home unit.

Section 2. DEFINITION. For the purposes of administering this Agreement, seniority shall be defined as length of continuous service as a Tufts employee measured from their initial hire date. In the event that two (2) or more employees are hired on the same day, their seniority shall be decided by the higher number of the last four (4) digits of their employee ID number. Time spent working as a student worker or temporary worker pursuant to Article 33 shall not count toward seniority.

Section 3. APPLICATION OF SENIORITY PRINCIPLES. Within each job classification and home unit, seniority shall govern with respect to promotions, transfer, retention of employment (e.g., layoff and recall) and scheduling (including vacation and certain overtime opportunities), provided the employee is qualified to perform the assigned work.

Section 4. LOSS OF SENIORITY. Seniority shall be deemed broken for the following reasons:

1. A voluntary quit;
2. A discharge for cause,
3. Failure to return to work in accordance with the terms of an approved leave of absence;
4. A continuous layoff equal to the employee's length of service when the layoff began or twelve (12) months, whichever is longer;
5. Failure to return to work within fourteen (14) days of recall notice sent to the last address on file by registered mail;
6. Illness or injury absence equal to the employee's length of service when the leave began or eighteen (18) months, whichever is longer.

Section 5. SENIORITY LIST. The University shall prepare a seniority list and furnish it to the Union annually, on July 1.

ARTICLE 24
ESSENTIAL PERSONNEL

In exchange for Recess pay, Legacy Employees shall receive essential personnel benefits consistent with past practice in effect prior to ratification of the initial Collective Bargaining Agreement. The following benefits described below shall apply only to Non-Legacy Employees.

The nature of the University's activities and the complexity of its operations requires that certain services be provided at all times, even during emergency closures. These essential services include food services. All employees in the bargaining unit are considered essential personnel.

Essential personnel are excused from work only with the specific authorization of their supervisors, regardless of other closure announcements. Supervisors will instruct essential personnel regarding their obligations during emergency closures and establish procedures to inform them whether they will be needed to work.

The following provisions apply during weather and other emergencies regardless of whether or not the University has officially closed a campus.

1. Employees who work during the hours the University is closed or during a delayed opening/early closure will receive a rate of 1.5 times their regular rate of pay for each hour worked during the closing.

2. Employees who are not yet working but are scheduled to work must report for work or be excused by their supervisor. Disciplinary procedure will be implemented, and the employee will not be paid if they fail to report and are not excused.

3. Employees may be kept on the job beyond their regular shift.

4. If an employee is already on an approved vacation, personal or sick leave, he/she will remain on that status and does not have to report to work. If they are on vacation or personal time and they do report to work, they will be paid in accordance with the provisions listed above.

5. If an employee is not scheduled to work and is called into work, the employee will be paid time in accordance with the provisions listed above.

6. There will not be any compensatory time awarded for working while the campus is closed.

ARTICLE 25
BENEFITS

Section 1. TUFTS HEALTH PLANS. Employees covered by this Agreement will have a one-time only opportunity to opt-in to Tufts existing health insurance plans at the contribution rates in effect upon ratification of the initial Collective Bargaining Agreement.

Any modifications, increases or reductions of benefits offered under the Tufts Health Plans that may be made for other non-represented employees of the University during the life of this Agreement will apply with equal force to bargaining unit members who opt-in to Tufts Health Plans.

If such benefits for non-represented Tufts employees are modified, increased, or reduced, the University will notify the Union no later than one (1) month before the effective date that the changes are being implemented for employees covered by this Agreement.

Section 2. UNITE HERE HEALTH PLANS. Employees covered by this Agreement will have an opportunity to opt-in to UNITE HERE Health Plans according to the following schedule:

	Gold Plan – Percentage Contribution Rates	**Platinum Plan – Percentage Contribution Rates**
January 1, 2020	Employer 85 / Employee 15	Employer 75 / Employee 25
January 1, 2021	Employer 85 / Employee 15	Employer 75 / Employee 25
January 1, 2022	Employer 90 / Employee 10	Employer 80 / Employee 20
January 1, 2023	Employer 95 / Employee 5	Employer 85 / Employee 15

See Appendix E.

Section 3. HEALTH BENEFITS INFORMATION SESSIONS. The University and Union will offer joint benefits information sessions so that employees can make informed choices about which (if any) of the affordable health plans made available under this Article will best serve their needs and those of their families.

Section 4. ALL OTHER BENEFITS. The University shall offer the same benefits (including but not limited to retirement, life insurance, dental, vision coverage) to employees covered by this Agreement as it does to all other non-represented Tufts employees.

ARTICLE 26
SHOP STEWARDS AND UNION REPRESENTATIVES

Section 1. The Union shall have the right to designate up to ten (10) shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall provide the names of the Union stewards in writing to the University within two (2) weeks of a bargaining unit member being assigned as a Steward or removed as one.

Section 2. A steward may be released from their regular duties to investigate grievances on University time. The steward shall contact his/her direct supervisor in advance to determine a time when such investigation will not interfere with the steward's work and the work of the person with whom the steward wants to meet, but release shall not be unreasonably denied.

Section 3. The Union, through its representatives, shall have access and the right to visit working areas in the unit where employees covered by this Agreement are assigned during working hours. The Union representative will make reasonable attempts to notify the manager at that location upon their arrival. The Union representative will not interfere with the work of the employees or service to the customers during any site visit.

Section 4. The University shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. A copy of any posting should also be provided to the Dining Services Manager of Staffing and Training.

Section 5. While on the job, employees may wear a Union button, so long as the wearing and/or size of such button does not obscure or interfere with the professional appearance of the employee's uniform or create a safety hazard.

Section 6. As often as once per semester (fall, spring), the Union may provide a one-hour orientation for new bargaining unit employees during regularly scheduled hours. One shop steward will be released to run the orientation meeting at the request of the Union. All released employees will be compensated for time spent in the meeting.

Section 7. Every two years, the Union and University shall make stewards and managers available for voluntary training opportunities with respect to effective labor management practices with the Federal Mediation and Conciliation Services (FMCS).

ARTICLE 27
SUBCONTRACTING

Section 1. RESERVATION OF RIGHTS. Pursuant to Article 3, (Management Rights), the University retains the right to subcontract its dining operations in whole or in part. In the event the University elects to exercise its right to subcontract, any employee (i) who is subcontracted to a successor entity, (ii) who has a dependent then-eligible for tuition remission, and (iii) whose dependent is accepted or enrolled as a Tufts undergraduate as of the effective date of the subcontract, shall continue to receive tuition remission benefits so long as they are available to non-represented to Tufts employees.

Section 2. SUCCESSORSHIP CLAUSE. In the event there is a successor or successors-in-interest to the University as the entity employing dining services employees, such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the University as if such successor(s) in interest were a named party and signatory to this Agreement.

Section 3. GENERAL CONTRACTING AND SUBCONTRACTING WORK. Notwithstanding the foregoing, the parties recognize that that such a successor obligation does not apply to entities that may engage in general contracting or subcontracting of dining services at the University similar to that performed by non-University employees at the time of ratification of this Agreement, including certain catering and individual food service options (such as Semolina and the new café inside the Cummings Building or any such new sites as may be created from time-to-time).

ARTICLE 28
NO STRIKES OR LOCKOUTS

The parties agree that during the term of this Agreement, or any extension thereof, there shall be no strikes, work stoppages or lock outs of the bargaining unit covered by this Agreement.

ARTICLE 29
LAYOFF AND RECALL

Section 1. In the event of a unit-closure, layoff or other reduction in force, the least senior person in the affected job classification within the home unit shall be the first person to be laid off so long as the remaining employees are qualified to perform the remaining work. The displaced employee may bump the least senior employee in the affected job classification in the bargaining unit provided they have the seniority and are qualified to perform the work successfully. The displaced employee shall be laid off.

Section 2. Employees shall be recalled to their former position in inverse seniority order as business needs dictate. Employees who are laid-off will be advised of the opportunity for recall and reemployment in the same or equivalent position at the University for one (1) year following the date of the layoff.

Section 3. Notice of recall shall be sent to the employee's last known email address on file with the University.

Section 4. Employees shall be provided with letters from the employer, notifying them of the layoff, and the expected date of return if known.

Section 5. SEASONAL BREAKS. During the Spring semester each year, when and if there is regular employment available in Tufts Dining Services, the University will offer summer work opportunities to bargaining unit employees. Available work schedules for the Summer will be offered first by seniority within the job classification, then by seniority to qualified employees outside of the job classification. The above process will also be followed for any other periods of seasonal breaks. Individuals assigned to summer work opportunities outside their job classification will be paid the rate established in this Agreement for that job classification. Employees shall not be eligible for seasonable break assignments if they have an OEO finding, a last chance agreement or an active final warning or reprimand in their file.

ARTICLE 30
ALTERNATIVE WORK

It is the goal of the parties to staff dining services consistent with the needs and demands of the business. Part of that business includes a natural ebb and flow in the demand for dining services, particularly in the summer months.

If the work available in Dining Services during the summer months is insufficient to provide work opportunities for all bargaining unit members who are interested and qualified to perform the work, the University will seek opportunities for temporary alternative work within the University to offer to such employees.

To explore these possibilities, the parties shall form an Alternative Work Committee composed of an equal number of Union and University representatives. The Alternative Work Committee will explore and identify opportunities for alternative summer work, training for such opportunities, and any other matters related to achieving the goal of year-round work for all interested bargaining unit members.

ARTICLE 31
SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.

ARTICLE 32
CONTRACT JOINT TRAININGS

Within 60 days of the ratification of this Agreement, the parties will endeavor to conduct joint trainings for all shop stewards and managers in the content of this Agreement.

ARTICLE 33
JOB CLASSIFICATIONS

See Appendix B for crosswalk between titles in effect prior to ratification ("Legacy Titles") and titles in effect upon ratification ("New Job Classifications").

ARTICLE 34
TEMPORARY EMPLOYEES

The parties agree that there may be occasional need to hire temporary employees to meet business needs of a limited duration. As of the effective date of this Agreement, no temporary assignment shall continue for longer than sixth months.

Temporary positions shall become regular positions and the temporary employee shall transition to regular employment status as follows:

- Following temporary work that spans a six-month period from the effective date of this Agreement;
- Following temporary work that spans any subsequent six-month period during the life of this Agreement;
- or, if the temporary employee works one thousand (1,000) hours or more in any six (6) month period during the life of this Agreement

All hours worked as a temporary employee shall count toward the employee's probationary period in their existing job classification (promotions into higher classifications would, however, reset the probationary period). Temporary employees employed by the University shall be covered by all provisions of this agreement, including those related to pay and benefits. Temporary employees who transition to regular employment shall accrue seniority from their original date of hire as a regular employee.

This section shall not apply to temporary employees who work fewer than forty (40) hours in any six-month period. Notwithstanding the foregoing, this article shall not apply to individuals who are not directly hired by the University.

ARTICLE 35
WAGES

Section 1. WAGE RATES.

(a) Legacy employees shall be grandfathered in at their existing (pre-contract) wage rate.

(b) Non-Legacy employees shall be compensated according to the minimum Base Wage Rate Schedule attached as Appendix A.

(c) Long-Term Temps who convert to regular employment status pursuant to the Side Letter Agreement executed concurrently with this Agreement shall be compensated according to the minimum Base Wage Rate Schedule at the time of their conversion (July 1, 2019).

Section 2. ANNUAL INCREASES.

All employee shall receive increases to their hourly wage rates according to the following schedule:

Upon Ratification	$1.25
July 1, 2020	$0.95
July 1, 2021	$1.00
July 1, 2022	$1.00

Section 3. BASE RATE SCHEDULE

The grandfathered rates for Legacy Employees and Base Rate schedule shall increase pursuant to the annual increases described in Section 2.

ARTICLE 36
DEFINITIONS

HOME UNITS. The Home Units referred to throughout this Agreement are as follows:

1. Carmichael Dining Center
2. Dewick-MacPhie Dining Center
3. Central Kitchen
4. Retail Operations (inclusive of Commons Marketplace, Hotung Café, Hodgdon, Mugar Café, Pax Et Lox, Tower Café, Kindlevan Café, SMFA Café)
5. Catering

The parties may mutually agree to modify or add to this list during the life of this Agreement to account for operational changes.

REGULAR FULL-TIME EMPLOYEES. Employees who regularly work forty (40) or more hours per week. Regular full-time employees are eligible for University benefits.

REGULAR PART-TIME EMPLOYEES. Employees who are regularly scheduled to work fewer than forty (40) hours per week. Regular part-time employee who are scheduled to work more than 17.5 hours per week are eligible for full University benefits, including health benefits.

LONG-TERM TEMPS. Any temporary employee hired on or before January 1, 2019.

LEGACY EMPLOYEES. Any employee hired on or before the Ratification date of the initial Collective Bargaining Agreement between the Parties, including any Long-Term Temps who convert to regular full- or part-time employment status pursuant to the Side Letter Agreement executed concurrently with this Agreement.

NON-LEGACY EMPLOYEES. Any "regular" employee hired after the Ratification date of the initial Collective Bargaining Agreement between the Parties.

ARTICLE 37
DURATION

This Article shall supersede all other Agreements that may exist between the parties hereto and any such other Agreement shall upon the Ratification of this Agreement become null and void.

This Agreement shall remain in full force and effect from the date of Ratification (April 3, 2019) to June 30, 2023. It shall continue from year to year thereafter unless on or before May first in any year either the University or the Union shall notify the other, in writing, of a desire to modify or terminate this Agreement on the 30th day of June following the giving of such notice. Such written notice to modify or terminate this Agreement must be served by certified mail, return receipt to the addresses of record listed below.

Absent timely notice to terminate or modify this Agreement, the initial Collective Bargaining Agreement shall terminate at midnight of June 30, 2023 unless renewed or extended by mutual written agreement signed by the parties.

Tufts University
Office of University Counsel
Ballou Hall, Third Floor
Medford, MA 02155

UNITE HERE, Local 26
Office of the President
101 Station Landing, 4th Floor
Medford, MA 02155

For THE TRUSTEES OF TUFTS COLLEGE

By Barbara Stein
Vice President for Operations

By Donna Golemme
Executive Director for Operations

By Patricia Klos
Director, Dining and Business Services, Tufts Dining Services

By Thomas O'Connor
Manager Staffing & Training, Tufts Dining Services

By Julien Carter
Vice President for Human Resources

Date: 10/7/2019

For UNITE HERE Local 26:

By Brian Lang
President

Date: 5/17/2019

UNITE HERE Local 26 Bargaining Committee:

APPENDIX A
BASE WAGE RATE SCHEDULE

Position	Base Rate	1.25 Base Rate Effective at Ratification	0.95 Base Rate Effective 7/1/20	1.00 Base Rate Effective 7/1/21	1.00 Base Rate Effective 7/1/22
General Assistant / Pot Washer	15.25	16.50	17.45	18.45	19.45
Dining Services Attendant	15.75	17.00	17.95	18.95	19.95
Third Cook	16.00	17.25	18.20	19.20	20.20
Service Attendant	16.25	17.50	18.45	19.45	20.45
Second Cook	16.25	17.50	18.45	19.45	20.45
Lead Food Service Steward	16.75	18.00	18.95	19.95	20.95
Lead Dining Customer Svc Asst	16.75	18.00	18.95	19.95	20.95
Catering Assistant	16.75	18.00	18.95	19.95	20.95
Baker	16.75	18.00	18.95	19.95	20.95
Stock Control Clerk	16.75	18.00	18.95	19.95	20.95
Food Delivery Worker	16.75	18.00	18.95	19.95	20.95
Dining Mashgiach	18.45	19.70	20.65	21.65	22.65

Position	Base Rate	Base Rate Effective at Ratification	Base Rate Effective 7/1/20	Base Rate Effective 7/1/21	Base Rate Effective 7/1/22
Asst Sous Chef (Night Cook Supervisor / First Cook)	17.30	18.55	19.50	20.50	21.50
Banquet Supervisor	20.25	21.50	22.45	23.45	24.45
Asst Pastry Chef	20.25	21.50	22.45	23.45	24.45
Pastry Chef	22.25	23.50	24.45	25.45	26.45
Culinary Production Chef	22.25	23.50	24.45	25.45	26.45
Sous Chef / Pantry Chef	24.45	25.70	26.65	27.65	28.65

Appendix B

Legacy Titles	New Job Classifications
Assistant Pastry Chef	Assistant Pastry Chef
Assistant Sous Chef First Cook Night Cook Supervisor	Assistant Sous Chef
Baker	Baker
Banquet Supervisor	Banquet Supervisor
Catering Assistant Catering CSA	Catering Assistant
Cook, Second Food Production Assistant 2	Cook, Second
Pizza/Grill Cook Food Production Assistant 1 Cook, Third Food Prep 1	Cook, Third
Dining Mashgiach	Dining Mashgiach
Culinary Production Chef	Culinary Production Chef
Dining Services Attendant 1 Dining Services Attendant 2	Dining Services Attendant

Legacy Titles	New Job Classifications
Lead Food Service Steward	Food Service Steward
General Worker General Worker/Pot Washer	General Assistant Pot Washers (grandfathered)
Lead Dining Customer Svc Asst	Lead Dining Customer Svc Assoc
Pastry Chef	Pastry Chef
Delivery Worker/Driver Driver	Receiver / Delivery Worker
Pantry Chef Sous Chef	Sous Chef
Dining Services Attendant 3	Service Attendant
Receiver Stock Control Clerk	Stock Control Clerk

APPENDIX C

Parental Leaves of Absence

Caregiver Leave

Caregiver Leave assists employees with balancing the needs of work and family. The purpose of Caregiver Leave is to assist employees with:

1. Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted, or foster care child.
2. Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, or children with a serious health condition.

Caregiver Leave may be taken consecutively or intermittently within twelve (12) months from the birth, adoption, or foster placement of the employee's child or from the serious health condition of a qualifying family member. Intermittent leave for the serious health condition of a family member may only be taken when medically necessary for the care of the qualifying family member. Employees needing intermittent leave should coordinate with their supervisor to schedule the leave so as not to unduly disrupt operations.

Benefits Eligible Employees with Less than 1,250 Hours of Service

An employee who has completed ninety (90) days of service as of the start date of the requested leave may take up to eight (8) weeks of Caregiver Leave. Caregiver Leave is unpaid. However, an employee may continue in pay status as outlined below.

Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted, or foster care child	Up to ten (10) days with pay including exhaustion of Sick Leave.
Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, or children with a serious health condition.	Up to ten (10) days of Sick Leave.

An employee may choose to use accrued vacation or personal days to cover the unpaid portion of Caregiver Leave.

Benefits Eligible Employees Who Have Worked At Least Twelve Months and Have 1,250 Hours or More of Service

An employee who has worked at least twelve (12) months in a benefits-eligible position and has worked 1,250 hours or more may take up to twelve (12) weeks of Caregiver Leave.

An employee may continue in pay status as outlined below.

Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted, or foster care child	Up to twelve (12) weeks with pay including exhaustion of Sick Leave.
Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, or children with a serious health condition.	May use up to ten (10) days of Sick Leave.

An employee shall not receive more than twelve (12) weeks of Caregiver Leave in a twelve (12) month period.

Meaning of Serious Health Condition and Continuing Treatment

A serious health condition includes an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that prevents a qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by:

A period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider; or,

One (1) visit to a health care provider and a regimen of continuing treatment, or incapacity due to pregnancy or a chronic medical condition. Other conditions may also meet the definition of continuing treatment.

Applying for Leave

Employees requesting Caregiver Leave should notify their supervisor and Human Resources at Leave@tufts.edu.

Benefits While on Leave

An employee already enrolled in may continue health and other insurance coverages during Caregiver Leave subject to the terms, conditions, and limitations of the applicable plans in which the employee may participate and subject to requirement that the employee pay for their portion of benefit costs. If the employee fails to return to work at the conclusion of an unpaid Caregiver Leave, the employee will owe Tufts for any insurance premiums made on their behalf during the leave.

For employees participating in the Dependent Care Flexible Spending Account (DC FSA), payroll deductions will continue during paid leave. However, under federal guidelines, the flexible spending vendor may not reimburse employees for DC FSA expenses incurred during absences greater than two weeks. Employees going on an extended leave of absence may discontinue DC FSA enrollment and deductions and re-enroll in this benefit upon return to work.

Return from Leave

Upon return from leave, most employees will be returned to their original or equivalent positions with equivalent pay and benefits. If the employee is returning from Caregiver Leave taken in conjunction with their own serious medical condition (i.e., pregnancy or childbirth), the employee may be asked to provide medical certification confirming their ability to return to work with or without reasonable accommodation(s).

Retaliation and Discrimination Prohibited

It is prohibited to retaliate or discriminate against an employee for having exercised his or her rights under this policy. For more information regarding state and federal laws upon which this policy is based, please see:

Federal Family and Medical Leave Act

https://www.dol.gov/whd/fmla/

Massachusetts Parental Leave Act

http://www.mass.gov/mcad/resources/employers-businesses/emp-guidelines-maternity1-gen.html

Massachusetts Earned Sick Time Act

https://www.mass.gov/service-details/earned-sick-time

Massachusetts Small Necessities Leave Acthttps://malegislature.gov/Laws/GeneralLaws/PartIsTitleXXI/Chapter149/Section52D

APPENDIX D

Caregiver Leave

Amended date: 12/1/2021

The University recognizes the need for work/life balance, and as such, provides a generous paid time off award for all employees who meet benefit eligibility. These banked accruals can be used throughout the year, which allows paid time off for care for the employee or family members as defined in the policy.

Caregiver Leave assists employees with balancing the needs of work and family. The purpose of Caregiver Leave is to assist employees with:

1. Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted, or foster care child

2. Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, or children with a serious health condition.*

* This policy and the caregiver benefits afforded are intended to cover situations where there is a court-recognized *in loco parentis* relationship or any other court appointed status assigned to an employee intended to take on the legal guardianship for a parent or child.

Caregiver Leave may be taken consecutively or intermittently within twelve (12) months from the birth, adoption, or foster placement of the employee's child or from the serious health condition of a qualifying family member. Intermittent leave for the serious health condition of a family member may only be taken when medically necessary for the care of the qualifying family member. Employees needing intermittent leave should coordinate with their supervisor to schedule the leave so as not to unduly disrupt operations.

Benefits Eligible Employees with Less than 1,250 Hours of Service Within a 12 Month Period

An employee who has completed ninety (90) days of service as of the start date of the requested leave may take up to eight (8) weeks of Caregiver Leave. Caregiver Leave is unpaid. However, an employee may continue in pay status as outlined below.

Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted, or foster care child	Up to ten (10) days with pay including exhaustion of Sick Leave.
Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, or children with a serious health condition.	Up to ten (10) days of Sick Leave

An employee may choose to use accrued vacation or personal days to cover the unpaid portion of Caregiver Leave.

Benefits Eligible Employees Who Have Worked At Least Twelve Months and Have 1,250 Hours or More of Service Within a Twelve-Month Period

An employee who has worked at least twelve (12) months in a benefits-eligible position and has worked 1,250 hours or more may take up to twelve (12) weeks of Caregiver Leave.

An employee may continue in pay status as outlined below.

Preparing for or participating in the birth, adoption, or foster placement of their newborn, newly adopted, or foster care child	Up to twelve (12) weeks with pay including exhaustion of Sick Leave.
Assisting with or arranging for the care of a spouse, domestic partner, parent, step parents, or children with a serious health condition.	May use up to ten (10) days of Sick Leave allotted for care of family leave, per year.
Small Necessities: (1) to participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school; (2) to accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; (3) to accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.	May use up to 24 hours of leave as part of the ten (10) days allotted for care of family leave per year.

An employee shall not receive more than twelve (12) weeks of Caregiver Leave in a twelve (12) month period.

Meaning of Serious Health Condition and Continuing Treatment

A serious health condition includes an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that prevents a qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by:

A period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider, or;

One (1) visit to a health care provider and a regimen of continuing treatment, or incapacity due to pregnancy or a chronic medical condition. Other conditions may also meet the definition of continuing treatment.

Applying for Leave

Employees requesting Caregiver Leave should notify their supervisor and Human Resources at Leaves@tufts.edu.

Benefits While on Leave

An employee already enrolled may continue health and other insurance coverages during Caregiver Leave subject to the terms, conditions, and limitations of the applicable plans in which the employee may participate and subject to requirement that the employee pay for their portion of benefit costs. If the employee fails to return to work at the conclusion of an unpaid Caregiver Leave, the employee will owe Tufts for any insurance premiums made on their behalf during the leave.

For employees participating in the Dependent Care Flexible Spending Account (DC FSA), payroll deductions will continue during paid leave. However, under federal guidelines, the flexible spending vendor may not reimburse employees for DC FSA expenses incurred during absences greater than two weeks. Employees going on an extended leave of absence may discontinue DC FSA enrollment and deductions and re-enroll in this benefit upon return to work.

Return from Leave

Upon return from leave, most employees will be returned to their original or equivalent positions with equivalent pay and benefits. If the employee is returning from Caregiver Leave taken in conjunction with their own serious medical condition (i.e., pregnancy or childbirth), the employee may be asked to provide medical certification confirming their ability to return to work with or without reasonable accommodation(s).

Retaliation and Discrimination Prohibited

It is prohibited to retaliate or discriminate against an employee for having exercised his or her rights under this policy. For more information regarding state and federal laws upon which this policy is based, please see:

APPENDIX E

Section 1. Trust Language

Effective January 1, 2020, the Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 2. General Provisions

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is regularly scheduled to work 17.5 or more hours per week.

Employees currently enrolled in the Employer's health insurance plans will have a one-time only opportunity to remain in the Employer's health insurance plans. The parties agree to grandfather those employees who choose to remain in the Employer's health insurance plans. Grandfathered employees can choose to elect the Fund's FSP II at the next open enrollment. However, once a

grandfathered employee elects the Fund's FSP II, he or she will no longer have the opportunity to choose the Employer's health insurance plans.

Effective January 1, 2020, the Fund's FSP II Platinum and Gold Plus medical plans will be the only medical options available to all new and non-grandfathered employees.

Section 3. FSP II Monthly Contributions

Platinum Medical – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
1/1/20	$830.63	$1,771.53	$1,385.54	$2,460.47
1/1/21	To be determined			
1/1/22	To be determined			
1/1/23	To be determined			

Gold Plus Medical – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
1/1/20	$674.88	$1,439.34	$1,125.74	$1,999.10
1/1/21	To be determined			
1/1/22	To be determined			
1/1/23	To be determined			

Effective January 1, 2021 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 4. FSP II Employee Co-premiums

	Gold Plan – Percentage Contribution Rates	**Platinum Plan – Percentage Contribution Rates**
January 1, 2020	Employer 85 / Employee 15	Employer 75 / Employee 25
January 1, 2021	Employer 85 / Employee 15	Employer 75 / Employee 25
January 1, 2022	Employer 90 / Employee 10	Employer 80 / Employee 20
January 1, 2023	Employer 95 / Employee 5	Employer 85 / Employee 15

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks on a weekly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

SIDE LETTER AGREEMENT
Temp Conversion

Section 1. LONG-TERM TEMPS. The University agrees to a one-time conversion of long-term "temps" to "regular" employee status as follows:

a. Temps hired on or before January 1, 2019 ("Long-Term Temps") will be converted to "regular" full- or part-time employee status. For a complete list of individuals who meet these criteria and their new hourly rates, see Attachment A.

b. Conversion process to take effect July 1, 2019.

c. Conversion process will include wage rate increases and benefits eligibility, consistent with similarly-situated employees in the relevant job classification. See Attachment A.

d. Conversion process will include assigned part-time schedules of at least 17.5 hours per week, 40 weeks per year. All reasonable efforts will be made to avoid schedule disruptions for Long-Term Temps, consistent with the University's business needs. Dining Services management will meet with representatives of the Union and work collaboratively to avoid such disruption at the time of conversion.

e. Conversion process will include a thirty (30) day open enrollment period beginning on July 1, 2019, so that eligible Long-Term Temps can enroll in Tufts' existing Health and Wellness Benefits.

f. As of January 1, 2020, converted Long-Term Temps shall be eligible to enroll in the Unite Here health benefits plans, if they so choose, along with all other regular employees in the bargaining unit or elect to use their one-time option to participate in Tufts Health Plans.

g. For purposes of Article 23, (Seniority), the seniority date for converted Long-Term Temps shall be their original date of hire as a temporary employee at the University.

Section 2. NEW SCHEDULES. The conversion of Long-Term Temps to regular employment represents a significant change in staffing. Accordingly, all employees, including converted Long-Term Temps will be expected to work their assigned schedules. Failure or inability to work an assigned schedule (with or without reasonable accommodation) will be cause for progressive discipline, up to and including termination for just cause.

For THE TRUSTEES OF TUFTS COLLEGE

By Barbara Stein
Vice President for Operations

By Donna Golemme
Executive Director for Operations

By Patricia Klos
Director, Dining and Business Services, Tufts Dining Services

By Thomas O'Connor
Manager Staffing & Training, Tufts Dining Services

By Julien Carter
Vice President for Human Resources

Date: 6/7/19

For UNITE HERE Local 26:

By Brian Lang
President

By Michael Kramer
Lead Negotiator

Date: 5/17/2019