

RESTAURANT OPPORTUNITIES CENTERS UNITED
COLLECTIVE BARGAINING AGREEMENT

And now, this 24th day of August 2022, the Newspaper Guild of Greater Philadelphia Communications Workers of America Local 38010 (hereafter the “Guild” or the “Union”) and Restaurant Opportunities Centers United (hereinafter “ROC” or the “Employer”) agree to enter into a collective bargaining agreement on behalf of the employees in the bargaining unit certified by the National Labor Relations Board at Case 04-RC-070286 that contains the following terms and conditions:

PREAMBLE

ROC-United is a powerful national vehicle for restaurant workers to lift their collective voice on issues affecting all low-wage workers, including the minimum wage, paid sick days, compliance with basic employment standards, and lack of health care. Consistent with our mission to improve wages and working conditions for the nation’s low-wage restaurant workforce, our personnel and compensation policies are in place to strengthen ROC-United and its work. We are guided by three principles, 1) maintaining professionalism, civility, and amicability at all times; 2) ensuring the fiscal sustainability and growth of ROC-United; and 3) striving to be a model social justice organization that takes care of itself and its employees.

As such, ROC United is committed to the safety and well-being of all of its employees while in the office (e.g., COVID protocols) or while participating in ROC approved assignments/events in the field. Any harassment or threat to any employee’s physical safety while on assignment in the field should result in that employee immediately leaving the site of the incident and promptly reporting the incident to his/her/their immediate supervisor and, if warranted, local law enforcement for further guidance. (In the absence of the immediate supervisor, the employee should contact the ROC United Human Resources Department or any member of ROC’s Senior Leadership team for guidance).

ARTICLE 1 - TERM OF AGREEMENT

This collective bargaining agreement shall be effective on August 24, 2022 and shall remain in full force and effect through August 24, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the termination date that it desires to modify the collective bargaining agreement.

ARTICLE 2 – GUILD RECOGNITION

- a. Management agrees to update job titles in paragraph one of Article 2. ROC has entered into other management models for COLORS Restaurants that do not fall under this contract.

- b. The Employer recognizes the Union as the sole collective bargaining representative of

ROC employees who are members of the Union. Membership in the Union shall be limited to all full-time and part-time non-supervisory employees of the Employer. All non-permanent, stipend, volunteer, and management/supervisory roles are excluded from this collective bargaining agreement. The provisions set forth in this contract shall apply to all present and future full-time and part-time, non-temporary and non-supervisory employees of the Employer at its current and future locations for whom the Union is the sole collective bargaining representative. This collective bargaining agreement shall not apply to temporary employees unless expressly indicated within a specific provision herein.

Management and supervisory roles are defined as follows: One who directs and inspects the work of another employee and thus has input into evaluation, discipline, and termination decisions. Additionally, those persons who have direct access to sensitive and/or privileged information such as those who work in finance and human resources, or serve in executive assistant or program associate roles, are considered “Trusted Advisors,” and are not covered by the collective bargaining agreement.

The provisions set forth in this contract shall apply to all present and future non-temporary and non-supervisory employees of the Restaurant Opportunities Center United at its current and future locations for whom the Union is the sole collective bargaining representative.

During the terms of this collective bargaining agreement and any extension thereof, the Employer will recognize and deal with the Newspaper Guild of Greater Philadelphia – Communication Workers of America Local 38010 as the exclusive bargaining agent for purposes of collective bargaining concerning rates of pay, wages, hours of employment, and other conditions of employment and for the purposes of adjusting grievances for all employees covered by this collective bargaining agreement.

The Employer will not enter into any agreement inconsistent with the provisions of the collective bargaining agreement with any individual employee, or group of employees, affecting the conditions of terms of employment or said employee or group of employees.

ARTICLE 3 – UNION SECURITY

Guild and Agency Shop and Check-Off

As a condition of continued employment, all employees employed by the employer in the bargaining unit covered by this collective bargaining agreement shall become and remain members of the Union not later than ninety-one (91) days following the beginning of their employment, or the execution date of this collective bargaining agreement, whichever is later.

Upon notice from the Union that any bargaining unit employee is not in good standing, the Employer shall discharge the employee within thirty (30) days of receipt of the notice from the Union, unless the employee puts himself/herself in

good standing with the Union before the expiration of the thirty (30) day period.

The Employer agrees to direct newly hired employees to the NewsGuild of Greater Philadelphia website: Local-10.com. Upon receipt of the authorized Membership Form by the NewsGuild, the NewsGuild will provide a copy to the Employer and the Employer will provide the Employer's payroll vendor with the necessary authorization in order to deduct union dues at the rate of 0.015% from each paycheck received by the employee. Said dues for new hires, along with a \$10.00 initiation fee for new hires that is paid by the employee, shall be submitted to the Executive Director of the Guild by the 8th of the following month.

The Union shall notify the Employer in writing if the dues percent rate of 0.015% or the \$10.00 initiation fee for new hires (both paid by the employee) changes.

It shall be the sole responsibility of the Union to ensure that all authorization and membership cards are lawful. The Union shall defend and indemnify the Employer against any legal action taken against the Employer due to its compliance with the provisions of this Article.

This provision shall not be effective where prohibited by state law.

Information to the Union:

1. New Hires: The Employer shall supply to the Union within seven (7) business days of a new hire the following information with respect to bargaining unit employees:

- a. Name, address, date of birth, and gender as provided by the employee;
- b. Last four (4) digits of employee's Social Security number;
- c. Minority status & disability (in each case as identified by the employee);
- d. Date of Hire;
- e. Classification and Job Title (if different);
- f. Job (State) Location
- g. Total wage compensation.

2. The Employer shall supply to the Union on a monthly basis the following information with respect to bargaining unit employees:

- a. All pay increases, including step (level) increases, merit, bonuses, or other monetary compensation granted by name of employee, individual amount, resulting new salary, and effective date. The Employer will confirm any necessary changes to dues deduction with its payroll vendor.
- b. Changes in job title or classification, any salary changes by reason thereof, and effective date, and;
- c. Changes in job title or classification, any salary changes by reason thereof, and effective date, and;

- d. Resignations, retirements and deaths and effective dates.

ARTICLE 4 – PROBATIONARY PERIOD

All new employees hired after the effective date of this collective bargaining agreement shall serve ninety (90) days on probationary status. If at the end of the probationary period the Employer finds an employee's performance is not satisfactory, the Employer may extend the probationary period an additional ninety (90) days.

The Employer will notify the Union a minimum of ten (10) business days before it is determined that the Employee may be terminated during the probationary period or that the probationary period will be extended.

During the probationary period, the employee will be represented by the Union and will be covered by all of the terms and conditions, unless otherwise noted herein, of this collective bargaining agreement but may be discharged or disciplined without recourse to the grievance procedure in this collective bargaining agreement.

ARTICLE 5 – NON-DISCRIMINATION

ROC United and the Union recognize that a workforce that reflects the diversity of our membership and the larger workforce in the United States' restaurant industry is integral to the growth and effectiveness of ROC United.

ROC United and the Union are committed to a firm policy of non-discrimination in all aspects of employment, including but not limited to hiring, placement, training, promotion, demotion, and termination on account of race, age, sex, creed, color, national origin, gender expression, sexual orientation, marital status, immigration status, veteran status, parental status, or disability.

ROC management agrees to share staff notifications of Union-represented new hires and promotions with the Union.

ARTICLE 6 – HOURS OF WORK

Every employee shall have the right to take one-half (1/2) hour unpaid lunch and one fifteen (15) minute paid break each day, unless a local ordinance or state law mandates higher standards.

Employees who are struggling with workload of balancing their work and personal life are encouraged to meet with their supervisor for help setting priorities and making an effective work plan.

In lieu of a five (5) day, eight (8) hour work week, employees shall be given the option to work a four (4) ten (10) hour day work week unless prohibited by law in the state in which the employee works.

ARTICLE 7 - OVERTIME

Except for FLSA “exempt employees” the Employer may require employees to work overtime, and the employees will receive overtime pay, at the rate of time and one-half (1½) his/her/their regular hourly pay rate. Overtime premium pay shall be earned only on hours actually worked in excess of forty (40) in a week. Overtime premium pay shall be paid in accordance with all applicable federal and state laws and regulations.

The Employer shall keep a record of all overtime worked; copies of these records will be given to the Union upon request.

Every FLSA covered member of the bargaining unit who works overtime is required to document such hours worked and submit accurate time records to the Employer at the conclusion of the week in which such overtime is worked.

ARTICLE 8 - HOLIDAYS

The Employer will continue to observe the following 13 paid Holidays: New Year’s Day, Martin Luther King federal holiday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas. In addition, members will receive the national presidential election day, held every four years, as a paid holiday.

The week between Christmas and New Year’s will be considered as additional paid holidays of the Employer for full and part-time staff, unless workload requires staff to be present. This decision is at the discretion of ROC-United’s Executive Director and/or Senior Leadership Team.

If the paid holiday falls on a Sunday, the following Monday will be considered as the holiday. Employees required to work on a paid holiday will receive their regular hourly rate, or salary for all hours worked on a paid holiday. If the Employer changes any of the designated holidays to another holiday, it will notify the Union of any such changes.

An employee may be permitted to be absent from work with pay on Rosh Hashanah, Yom Kippur, Good Friday, Eid Al-Fitr and Eid Al-Adha provided the employee has notified his/her/their immediate supervisor at least two (2) weeks in advance. The employee will be required to make up the absence by working on a regular day off or on one of the other holidays, as may be agreed on by the employee and supervisor.

If any of the paid holidays falls during an employee’s vacation, or an employee’s regular day off, the employee will receive a compensating paid day off within thirty (30) days following the holiday.

If an FLSA covered employee is required to work on a holiday, or a day on which the employee is entitled to be free from work for having worked a paid holiday, in addition to holiday pay, the employee will be paid at the employee’s then current regular rate of pay for all hours worked on

the holiday. Holiday pay will not count towards overtime. Only hours actually worked will count towards overtime.

If an FLSA exempt employee is required to work on a paid holiday due to the demands of their assignment, he/she/they will receive an additional day off. Employees may choose to work on a holiday by mutual consent with the Employer.

Employees shall be given four (4) weeks advance notice of whether the week between Christmas and New Year's will be granted as paid time off.

ARTICLE 9 – PERSONAL DAYS

Full-time permanent employees shall be entitled to receive ten (10) paid personal days per year. Permanent part-time employees will receive prorated personal days. There will be no additional compensatory paid time off offered even for additional days, hours, or weekends of work unless a local ordinance or state law mandate(s) otherwise.

ARTICLE 10 – BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the employee will be given a three (3) daytime off with pay. "Immediate family" is defined as parents, children, siblings, spouse, declared domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, guardians, stepparents, stepchildren, stepbrothers, stepsisters, brothers-in-law, sisters-in-law, foster parents and relatives residing in the employee's household.

Temporary employees shall be entitled to bereavement leave upon the approval of their immediate supervisor.

ARTICLE 11 – JURY DUTY LEAVE

An Employee summoned to jury duty will be paid for their regular full hours in accordance with the employee manual.

ARTICLE 12 – VACATIONS

Vacation accrues from the first day of employment, according to the following schedule;

All full-time employees shall accrue up to ten (10) paid vacation days during the course of their first year of employment.

Upon employee's first anniversary (i.e., during the second (2nd) year of employment, he/she/they is eligible to accrue up to fifteen (15) paid vacation days per anniversary year;

At the employee's second anniversary (i.e., during the third (3rd) year of employment), he/she/they is eligible to accrue fifteen (15) paid vacation days per anniversary year;

At the employee's third anniversary (i.e., during the fourth (4th) year of employment) he/she/they is eligible to accrue twenty (20) paid vacation days per anniversary year;

At the employees sixty anniversary (i.e., during the seventh (7th) year of employment, he/she/they is eligible accrue up to twenty-five (25) paid vacation days per anniversary year.

Vacation shall accrue during the probationary period. New employees are not entitled to the use of these days until they have remained employed for ninety (90) days. Following ninety (90) days of employment the employee may use his/her/their accrued vacation time in accordance with the approval procedures set by the Employer.

Regular part-time employees shall accrue vacation days on a pro-rated basis based on the following formula and the schedule listed above. The accrual amount for part-time employees shall be calculated by the number of complete days they are regularly scheduled to work in each calendar week divided by five (5) days. For example, an employee who works a complete day on each Monday, Tuesday and Wednesday shall accrue vacation at 3/5 the rate of a full-time employee with the same seniority.

Temporary employees shall not be eligible to accrue vacation.

ARTICLE 13 – SICK PAY LEAVE

An employee absent due to illness shall be entitled to sick pay during the illness as follows:

Ten (10) days per year for full-time regular employees. Regular part-time employees will receive pro-rated sick pay of one (1) day for every 231 hours worked.

Temporary employees shall accrue sick time at the same rate as part-time employees.

Upon ratification of this collective bargaining agreement, regular full-time and part-time employees shall be allowed to carry over sick days from year to year. The maximum accrual rates shall be as follows:

Employees who have completed at least one year of service shall be eligible to rollover unused sick days each year and carry a balance of sick days up to a maximum of fifteen (15) sick days.

Employees who have completed two (2) years or more with ROC United shall be eligible to rollover unused sick days each year and carry a balance of sick days up to a maximum of twenty (20) sick days.

Three or more consecutive sick days require a signed medical doctor's note, and it must clearly indicate the dates seen, the date to return to work, and any work restrictions, unless a local ordinance or state law mandates otherwise.

ARTICLE 14 – WAGES

- a. All bargaining unit members at date of ratification (August 24, 2022), who have at least one year of service shall receive no less than an increase of: 6.0% effective the date of ratification (August 24th) in 2022, 5.0% on the same date of ratification (August 24th) in 2023 and 4.0% on the same date of ratification (August 24th) in 2024.
- b. Employees whose current salaries fall below the rates listed in the salary chart below shall move to the appropriate location on the salary chart upon execution of this Agreement.
- c. Employees whose rates are above the salary chart below shall receive their annual increase on the anniversary of the ratification date each year. Employees shall move up on the salary chart on the anniversary of the ratification date (August 24, 2022).
- d. Levels are solely dependent on seniority alone and not job assignment unlike the current levels.

ROC Level Descriptions

Level	Description
Level 1	Employee has less than one year of experience in a comparable position to the one currently held.
Level 2	Employee has between 1-2 years of experience in comparable position to the one currently held.
Level 3	Employee has between 2-3 years of experience in comparable position to the one currently held.
Level 4	Employee has between 3-4 years of experience in comparable position to the one currently held.
Level 5	Employee has between 4-5 years of experience in comparable position to the one currently held.
Level 6	Employee has between 5-6 years of experience in comparable position to the one currently held.
Level 7	Employee has between 6-7 years of experience in comparable position to the one currently held.
Level 8	Employee has 7 years or more of experience in comparable position to the one currently held.

ROC SALARY CHART:

SENIORITY	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
	0-1Year	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5-6 Years	6-7 Years	7-8 Years
2022	6%							
HR, WPJ, RP Organizers	\$53,000	\$53,810	\$55,139	\$56,468	\$57,797	\$59,124	\$60,452	\$61,742
Hourly Rate	\$25.48	\$25.87	\$26.51	\$27.15	\$27.79	\$28.43	\$29.06	\$29.68
National Staff Positions (F/T)	\$58,300	\$59,625	\$61,415	\$62,274	\$63,600	\$64,925	\$66,250	\$67,574
Hourly Rate	\$28.03	\$28.67	\$29.53	\$29.94	\$30.58	\$31.21	\$31.85	\$32.49

SENIORITY	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
	0-1 Year	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5-6 Years	6-7 Years	7-8 Years
2022	6%							
Clerical	\$39,940	\$41,150	\$42,361	\$43,571	\$44,781	\$45,991	\$47,202	\$48,412
Hourly Rate	\$19.20	\$19.78	\$20.37	\$20.95	\$21.53	\$22.11	\$22.69	\$23.28

2023	5%							
HR, WPJ, RP Organizers	\$55,650	\$56,500	\$57,896	\$59,291	\$60,689	\$62,080	\$63,475	\$64,829
Hourly Rate	\$26.75	\$27.16	\$27.83	\$28.51	\$29.18	\$29.85	\$30.52	\$31.17
National Staff Positions (F/T)	\$61,215	\$62,606	\$64,486	\$65,388	\$66,780	\$68,171	\$69,563	\$70,953
Hourly Rate	\$29.43	\$30.10	\$31.00	\$31.44	\$32.11	\$32.77	\$33.44	\$34.11
Clerical	\$41,937	\$43,208	\$44,479	\$45,749	\$47,020	\$48,291	\$49,562	\$50,833
Hourly Rate	\$20.16	\$20.77	\$21.38	\$21.99	\$22.61	\$23.22	\$23.83	\$24.94
2024	4%							
HR, WPJ, RP Organizers	\$57,876	\$58,760	\$60,212	\$61,588	\$63,114	\$64,563	\$66,014	\$67,422
Hourly Rate	\$27.83	\$28.25	\$28.95	\$29.61	\$30.34	\$31.04	\$31.74	\$32.41
National Staff Positions (F/T)	\$63,664	\$65,110	\$67,065	\$68,003	\$69,451	\$70,898	\$72,346	\$73,791
Hourly Rate	\$30.61	\$31.30	\$32.24	\$32.69	\$33.39	\$34.09	\$34.78	\$35.48
Clerical	\$43,614	\$44,936	\$46,258	\$47,579	\$48,901	\$50,223	\$51,507	\$52,866
Hourly Rate	\$20.99	\$21.60	\$22.24	\$22.87	\$23.51	\$24.15	\$24.76	\$25.42

ARTICLE 15 – HEALTH INSURANCE

The Employer shall continue to provide single coverage for permanent full-time employees post the completion of ninety (90) days of employment at the benefit levels currently offered in each state. The Employer will incur all costs for the base plan offered in each state except when the plan's costs increase by more than 15% in one year. In the event that the plan premiums are increased by 15% or more in a calendar year, the Union or the Employer may reopen the Health Insurance article of this collective bargaining agreement. The reopener shall be made in writing by the party seeking it at a date no later than 120 days from the date on which the Employer was notified by its healthcare provider of the increase. By mutual consent, the parties may reopen all or some of the economic items in the collective bargaining agreement in conjunction with discussion of this Article.

If the Employer elects to change healthcare providers and maintains the level of benefits currently offered, the employer shall provide notice of the change in providers to the Union and the affected employees. Such notice shall be given a minimum of thirty (30) days prior to the change in providers.

The Employer shall meet its obligations under the Affordable Care Act (ACA). Temporary employees shall not be eligible for Employer-paid health insurance except as mandated by the Affordable Care Act (ACA).

The Employer agrees to facilitate benefit orientation meetings with all bargaining unit employees before and during open enrollment periods to answer any questions above coverage options.

ARTICLE 16 – 401 (k) PENSION PLAN

Eligible full-time and part-time employees shall be permitted to participate in the CWA 401(k) Plan as permitted in the Plan document. The Employer agrees to match the employee's contribution up to a maximum Employer match of 4%.

ARTICLE 17- JOB POSTING AND BIDDING

The employer agrees to post all available job classifications for bid among qualified members of the bargaining unit for 10 days before considering external candidates.

ARTICLE 18 - DISCIPLINE

a. The Employer shall have the right to discipline any employee, up to and including termination, for just cause. Work plans and performance reviews will be connected to disciplinary processes. An employee's preference to not relocate is not just cause for discipline and/or termination.

b. Employees shall have the right to have a Union Steward present during any investigatory meeting or other meeting with management, which may result in discipline or termination.

c. Discipline Steps shall consist of the following steps:

- a. Verbal Warning
- b. Written Warning
- c. Suspension
- d. Termination

All steps, including verbal warning, shall be reduced to writing and a copy shall be provided to the Union, another copy to the affected employee and one copy shall be placed in the employee's personnel file.

Discipline may be issued by the employee's direct Supervisor(s), the Program Director, the Director of Human Resources, or the Executive Director or his/her/their designee.

The severity of discipline applied shall be in accordance with the nature of the offense.

Employees shall receive coaching and a written performance improvement plan during each step

of the disciplinary process.

ARTICLE 19 – REDUCTION IN FORCE

If it becomes necessary for the Employer to reduce its staff, the Employer agrees to provide the Union a written notice, at least thirty (30) days in advance, if practical, but not less than fifteen (15) days, of its intention to institute staff reductions, and shall, during the period before the reductions become effective, engage in reasonably full discussion with the Union over the proposed layoffs. The Employer shall make every reasonable effort to retain employees. These efforts shall include transferring employees with longer seniority to a group/location/department or program containing a position for which the employee affected is clearly qualified in accordance with the core competencies listed in the job description for the position, HR's assessment of documented skills and abilities, and as demonstrated through successful completion of School of ROC courses.

The employee proposed for a reduction in force shall be the one who, in the group(s)/location(s)/department(s) or program(s) in which it is necessary to reduce costs, has the least seniority. For purpose of this Article, Seniority is defined as continuous service as a regular full or part-time employee in any capacity with the Employer. The Union agrees that the Employer may exclude one Lead position at each location.

In the event of a reduction in force, an employee shall receive two weeks of severance pay for every full year of service up to a maximum of twelve (12) weeks and thirty (30) days of paid COBRA. A reduction in force shall be defined as the elimination of a position, and not a temporary layoff. A temporary layoff is defined as a layoff lasting from one (1) to six (6) months due to a demonstrated budget imbalance and need not follow the reduction in force guidelines. Temporary layoffs do not qualify for severance.

An employee who is impacted by a reduction in force, for twelve (12) months after the date of dismissal shall be given preference on the basis of seniority for the position which the employee previously performed before hiring a new employee into said position. During the twelve (12) month period, the employee is only entitled to one right of refusal to return.

ARTICLE 20 – PART TIME EMPLOYEES

Permanent part-time employees are subject to all terms of the collective bargaining agreement, on a pro-rated basis in accordance with its existing policies.

ARTICLE 21 – LEAVE OF ABSENCE

Leaves of absence shall be granted for good and sufficient cause by arrangement with the Employer, provided it is practicable for the Employer to grant such leave in accordance with its existing policies.

After five (5) years of continuous employment, ROC United employees shall be eligible, contingent upon acceptable work performance, to take a six (6) week unpaid sabbatical. After

seven (7) years of continuous employment, ROC United employees shall be eligible, contingent upon acceptable work performance to take a seven (7) week paid sabbatical. The six (6) or seven (7) weeks leave of absence may be taken in conjunction with accrued vacation. Timing of the leave is subject to supervisor approval and will be contingent upon the employee's commitment to return to employment at ROC post the sabbatical for a period of no less than one (1) year.

ARTICLE 22 – MATERNITY/PATERNITY LEAVE

Parental Leave. Full time staff is eligible to take paid parental leave. Parental leave shall be up to eight (8) weeks in duration for parents to participate in the care for a newborn infant or newly adopted minor and may be used by an employee to care for a minor who was newly placed with the employee via court ordered foster care.

ARTICLE 23 – NO STRIKE/NO LOCKOUT

It is mutually agreed that there shall be no strikes, lockouts, work-stoppage, pickets, or disruption of work of the Employer during the term of this collective bargaining agreement. The Union shall use every reasonable effort to prevent the above actions by any of the employees covered by the collective bargaining agreement employed by the Employer.

ARTICLE 24 – GRIEVANCE PROCEDURE AND ARBITRATION

For the purpose of this collective bargaining agreement, a grievance is any difference or dispute between the Employer and the Union, an employee or group of employees concerning the interpretation or application of this collective bargaining agreement. The parties agree to make prompt and earnest efforts to resolve such matters.

The procedure for handling a grievance pertaining to any such difference or dispute which may arise under this collective bargaining agreement, shall be as follows, except that grievances involving disciplinary suspensions or terminations may be taken directly to Step 2. Within two (2) days, the Employer shall promptly notify the Union of any disciplinary action including suspensions and terminations. Grievances, which involve allegations of harassment or discrimination, based on the categories listed in Article 6 - Non-Discrimination shall be handled with sensitivity by the Employer. The Employer shall meet and confer with the Union before including the accused supervisor in grievance meetings.

STEP I. Since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee(s), and if the employee desires the Union Steward and/or Union Representative, shall present such grievance within seven (7) workdays after the grievant(s) knew or had reason to know of the event giving rise to the grievance. The immediate supervisor or his/her/their designee shall respond within seven (7) workdays of the receipt of the grievance. If the grievance involves the employee's immediate supervisor in a violation of Article 6 – Non-Discrimination, the grievance may be taken directly to Step II.

STEP II. If the matter is not settled in the first step, and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the Chief Program Officer, different than the individual or individuals who heard the case at STEP I, within seven (7) work days following the Union's receipt of the Employer's response at the first step or the date on which it was due whichever is earlier or the aggrieved employee, the Union Steward, and/or a Union representative may request a meeting to discuss the grievance with the Chief Operations Officer (who is responsible for oversight of ROC United's Human Resources Department) or his/her/their designee; such meeting shall be held on a mutually agreeable date within seven (7) work days following the request by the Union. The Chief Operations Officer or his/her/their designee shall give his or her written response within seven (7) workdays after the second step meeting.

STEP III. If the matter is not settled in the second step, and the Union wishes to further pursue it, the grievance shall be presented to the President & CEO or his/her/their designee, different than the individual or individuals who heard the case at STEP II or STEP I, within seven (7) work days following the Union's receipt of the Employer's response at the second step, or the date on which it was due, whichever is earlier.

The aggrieved employee, the Union Steward, and a Union Representative may request a meeting to discuss the grievance with the President & CEO or his/her/their designee; such meeting shall be scheduled within fifteen (15) workdays of this request. The President & CEO or his/her/their designee shall give his or her written response within seven (7) workdays after the third step meeting.

If the grievance is not resolved at the third step, it may be referred to arbitration by the Union within twenty-one (21) workdays after receipt of the Employer's third step response or date on which that response was due, whichever is earlier. A demand for arbitration must be served in writing by the Union to the Employer within this period as a condition for processing the demand and must specify the specific collective bargaining agreement Article(s) and paragraph(s) allegedly violated.

OPTIONAL STEP III (a). By mutual consent, the following procedure shall be used if the grievance is not resolved at Step II.

The parties shall agree upon a Mediator from the Federal Mediation and Conciliation Service or other mutually agreeable source. The mediator shall attend the grievance meeting at Step III and assist the parties to attempt to resolve the case. If there is a cost associated with the mediation (other than the costs incurred by either party in preparing or presenting its own case, such as attorney fees), the costs shall be borne equally by both parties.

If the parties cannot resolve the case, the Mediator shall give the parties an advisory opinion regarding the merits of the case.

STEP IV. After the grievance is referred to arbitration per Step 3, the grieving party shall request the American Arbitration Association (AAA) to provide the employer and the Union a list of seven (7) persons who are qualified and willing to act as arbitrators. Within seven (7) workdays

of the Union's receipt of the Panel of Arbitrators list from AAA, the Union shall contact the Employer to agree upon an Arbitrator. In the event that a mutual agreement is not possible the parties shall in an alternating pattern strike one name from the list until one name remains. The final name on the list shall be the Arbitrator selected. Without waiving any of the time limits herein, if the parties mutually agree, they may select an Arbitrator without use of the American Arbitration Association.

The location of the arbitration hearing shall be determined by mutual agreement of the parties. In the event that such agreement is not possible, the decision as to the location shall alternate between the parties, e.g., if the Employer chose the location of the last arbitration hearing, the Union has the right to choose the location for the current hearing.

Any grievance shall be considered withdrawn with prejudice if not filed and processed by the Union or the Employer, in accordance with the time limitations set forth above, unless time limits are extended or waived by mutual agreement in writing. Failure of the Employer to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure.

The award of such Arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The Arbitrator shall consider and decide only the particular grievance presented in the written stipulation of the Employer and the Union. The Arbitrator's decision shall be based solely upon an interpretation of the provisions of this collective bargaining agreement. The Arbitrator shall not have the right to amend, take away, modify, add to, change, or disregard any of the provisions of this collective bargaining agreement. The parties to the case shall share equally the expense of the arbitrator, including the hearing room. The Employer and the Union are responsible for the wages and expenses of their own representatives and witnesses.

A grievance by the Employer against the Union must be presented directly to Step IV of the grievance procedure which shall read: "Within fourteen (14) workdays of the Employer notifying the Union of its grievance in writing, a meeting shall be scheduled with the Executive Director of the Guild or his/her/their designee and the Employer's President & CEO.

The Union shall respond in writing within fourteen (14) workdays following the meeting. The Employer upon receipt of the Union's response or the date on which it was due, whichever is earlier, may move the grievance to arbitration consistent with timelines and provisions enumerated in Article 24 - Step IV.

Without affecting any of the time limitations set forth herein, the Employer and the Union may settle the grievance.

Time limits hereinabove mentioned may be modified, if desired, only in writing, by mutual agreement between the parties' designated representatives.

No more than one (1) dispute may be submitted to anyone (1) Arbitrator at the same hearing unless the parties agree to such in writing. Any issue of arbitrability shall be resolved by the Arbitrator.

Should a dispute arise between the Employer and the Union that both parties mutually agree to expedite the arbitration process, said dispute may be referred directly to expedited arbitration. Union referrals to expedited arbitration under this provision may only be made by Executive Director of the Guild. Employer referrals to expedited arbitration under this Article may only be made by the organization's President & CEO.

ARTICLE 25 - SENIORITY

Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by (a) dismissal for good and reasonable cause; (b) resignation; (c) refusal to accept an offer of rehire into a classification in which an employee worked when dismissed; (d) or where the language provisions elsewhere in the collective bargaining agreement would be in conflict with this section.

ARTICLE 26 – SHOP STEWARDS

The Employer agrees that up to one (1) person at each ROC location designated by the Union's Executive Director shall serve as the Shop Steward on behalf of bargaining unit employees at that location. Shop Stewards will be given necessary time off from their regular work to attend grievance hearings with Company Representatives. For such time off a Union Representative or other employees present at such meetings with the Company shall receive his/her/their pay.

The Union will provide a list of all individuals designated as Shop Stewards upon ratification of this collective bargaining agreement (August 24, 2022) and will inform the Employer of any changes to designated Shop Stewards within ten (10) business days of the change. There is one Shop Steward per local chapter/state office and only one Shop steward from the Digital or Communications Department.

ARTICLE 27 – GAS AND MILEAGE

Effective June 10, 2015, employees who as a result of their assignment are either required to own a vehicle or who regularly (defined as more than two consecutive months) have mileage greater than 150 miles per month, shall be designated high mileage drivers; the employee's supervisor must approve designation as a high mileage driver. Drivers may be removed from the high mileage benefit if their assignment is changed and they are no longer required to drive the same frequency.

High mileage drivers shall receive a \$135.00 per month allowance and no mileage reimbursement. Effective March 2016, \$155.00 per month allowance and no mileage reimbursement. Effective March 2017, \$175.00 per month allowance and no mileage reimbursement.

All other staff shall be reimbursed \$.45 per mile up to a maximum of \$80.00 per month, which includes parking expenses as well.

Expenses shall be submitted within 60 days of the final day of the month in which they occurred.

Employees, upon request by the Employer, shall provide proof of vehicle ownership, insurance, and a copy of their driver's license.

ARTICLE 28 – PUBLIC TRANSPORTATION AND TAXI EXPENSES

Employees will be reimbursed up to \$45 a month for public transportation and taxi expenses.

ARTICLE 29 – DUES DEDUCTION

0.015% of the employee's gross weekly wages will be deducted and remitted on the 15th and 30th of each month to The Newspaper Guild of Greater Philadelphia.

ARTICLE 30 – CELL PHONES AND INTERNET SERVICES

Effective the date of ratification of this collective bargaining agreement (August 24, 2022), all full time, non-temporary employees shall be eligible to receive a total of eighty-five dollars (\$85.00) per month for the duration of the collective bargaining agreement for reimbursement of cell phone (\$55.00) and internet services (\$30.00) use. The Employer requires a one-time submission of a copy of the employee's cell phone contract agreement and proof of internet services at his/her/their residence.

ARTICLE 31 – PER DIEM

Contract language shall reflect the ROC United Personnel Manual.

Effective February 1, 2016, when an employee is assigned a duty which requires one (1) or more nights spent away from his/her home, the Employer shall arrange and pay for all lodging and travel. In the event that the employee makes their own travel arrangements and wishes to seek reimbursement, approval must be attained in accordance with ROC's travel policy and prices must fall below ROC's maximum allowed amounts.

Per Diem shall only be paid to those employees who because of an assignment spend one (1) night or more away from their home. Per Diem shall not be paid for days when employees attend events away from home at which all meals (three meals) are provided such as conferences or retreats. Per Diem shall be paid according to the following per meal schedule: \$7.50 for breakfast/\$12.50 for lunch/ and \$20.00 for dinner.

Should these per diems change during the length of this collective bargaining agreement, it is understood that members will receive per diems per the ROC United Personnel Manual.

ARTICLE 32 – JOINT LABOR MANAGEMENT COMMITTEE

A joint Labor-Management Committee shall be established for the purpose of reviewing the application of this collective bargaining agreement and other topics related to the working conditions of employees covered by this collective bargaining agreement.

The Committee shall be composed of representatives of the Employer and representatives of the Union. Each party shall appoint its own representatives up to a maximum of three (3) committee members per party. The Committee will establish a quarterly meeting schedule in advance and confirm participants.

To the extent feasible, seven (7) workdays in advance of a scheduled meeting each party shall share with the other, items it wishes to have considered at the meeting.

ARTICLE 33 – MANAGEMENT RIGHTS

The Guild recognizes and agrees that, subject to the express provisions of this collective bargaining agreement, and consistent with applicable laws and regulations, the supervision, management, control of Restaurant Opportunities Center United, business, operations, working forces and office are vested in the management of the Restaurant Opportunities Center United.

ROC United shall have traditional management rights, including but not limited to:

- A. To direct employees of ROC United in the performance of their duties;
- B. To establish and enforce performance metrics and policies of the organization.
- C. To hire, promote, transfer (except for permanent transfers to an office more than 75 miles from current office), assign, and retain employees, and to suspend, demote, discharge, or take any other disciplinary action against such employees subject to the expressed provisions of the current collective bargaining agreement.
- D. To maintain the efficiency of the organization; and
- E. To determine the methods, means, and personnel by which ROC United operations are to be conducted.

ARTICLE 34 – WORKLOAD

The Employer and the Union recognize that the nature of work in a movement oriented social justice organization can and will involve heavy and varying workloads. Both parties are committed to a sustainable work environment. The Employer shall make reasonable efforts to ensure that responsibilities, goals, and project deliverables are fairly distributed amongst the bargaining unit employees.

No employee shall have more than 2 direct supervisors.

Should a vacancy in an affiliate occur, the Employer shall adjust the goals and expectations for this affiliate based on current capacity. In the event of a vacancy the Employer will attempt to fill the position as quickly as practicable. The employer may fill a vacancy or vacancies with a temporary employee(s) or a contractor(s) for a period of no more than one hundred and eighty days (180). After one hundred and eighty days (180) days the position must be filled with a regular employee.

When developing a new initiative, the Employer may decide to employ temporary employees to fill newly created positions. The Employer agrees that these new temporary positions whose purpose is to incubate new organizational initiatives shall last no longer than two hundred and

seventy (270) days. After two hundred and seventy (270) days the Employer will discontinue the position or fill it with a permanent employee.

In the event the Employer hires a contractor in a new initiative for a period longer than two hundred and seventy (270) days, the Employer agrees that it shall not use the contractor to avoid the creation of bargaining unit positions. The use of contractors beyond a two hundred and seventy (270) day period shall be related to their specific expertise in discrete projects.

While it is management's right and responsibility to develop and communicate job roles and responsibilities, job descriptions for all Union covered positions shall be provided to the Union. Any changes to existing job descriptions or the creation of new job descriptions for which the Guild is the collective bargaining representative as defined in Article 3 – Guild Recognition, shall be reviewed by the union.

ARTICLE 35 – SAVINGS CLAUSE

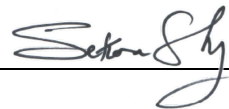
If any provision of the Collective Bargaining Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of the Collective Bargaining Agreement shall remain in full force and effect.

ARTICLE 36 – SUCCESSORS

The Employer's obligation under this agreement, including supplements, memoranda, and side letters in effect at the time of the transaction, shall be binding upon its successors, administrators, executors, and assigns. No COLORS Restaurant shall be considered a successor, administrator, executor or assign of the Employer.

ACCEPTANCE:

On behalf of the Employer:

By: 

Date: September 1st , 2022

ACCEPTANCE:

On behalf of the Union:

By: 
William Ross, Executive Director

Date: Sept 1 , 2022