

AGREEMENT BY AND BETWEEN

GOURMET DINING LLC

AT

ROWAN UNIVERSITY 201 MULLICA HILL ROAD GLASSBORO, NJ 08028

AND



COMMUNICATIONS WORKERS OF AMERICA,

DISTRICT ONE, LOCAL 1038 AFL-CIO

EFFECTIVE DATES:

FEBRUARY 1, 2022 THROUGH JANUARY 31, 2025

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AGREEMENT

This Agreement, entered into on this 26th day of April, 2022, by and between Gourmet Dining LLC at Rowan University at 201 Mullica Hill Road, Glassboro, NJ 08028 (hereinafter referred to as the "Company" or the "Employer") and the Communications Workers of America, District One, Local 1038, AFL-CIO, (hereinafter referred to as the "Union") is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the Act.

ARTICLE 1 - RECOGNITION

In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 4-RC-18932, the Company recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time Food Services employees at its Rowan University location in the categories identified in Appendix "A," excluding all casual, temporary, per diem, and call-in employees, students, guards, all managers, shift managers, assistant manager, and all lead (supervisory) employees as defined by the Act.

ARTICLE 2 - RESPONSIBLE RELATIONSHIP/VISITATION

Section 1. The Company and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Company and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Union and the Company's right to profitably manage the business.

Section 2. Visitation Upon arrival at the facility, the Union representative shall announce their arrival at the Food Service Manager's office. If no one is in the office, the Union representative shall contact the supervisor in the cafeteria. Such visitation shall not interfere with the work of the employees or the service to the customers of the Company.

ARTICLE 3 - UNION MEMBERSHIP

As a condition of continued employment, all Food Services employees covered by this Agreement who are members of the Union in good standing, on the date of this Agreement, shall remain members in good standing and all members who are not members on the date of this Agreement shall, on or after the thirtieth (30th) day following the beginning of their employment or the date of this Agreement, whichever is later, become and remain a member in good standing in the Union.

The failure of any employee to become a member of the Union at such required times shall obligate the Company upon five (5) work days written notice from the Union to effect that the employee by who the terms of this Agreement was required to join and maintain membership in the Union has because of such employee's failure to tender periodic dues uniformly required as a condition of acquiring or maintaining membership in the Union, been denied membership in the Union, or has had their membership terminated, to terminate such employee(s) forthwith.

The Company also agrees to deduct from the weekly wages of each employee, who so

authorizes such deductions, the amount of the weekly Political Action Funds (PAF) to be voluntarily contributed by the employee on a Payroll Authorization Card (Appendix B) that is used only for that purpose and that has been presented to the employer.

Deductions for CWA PAF shall be remitted by the Company to the Secretary-Treasurer of the Union by the twentieth (20th) of the month following such deduction and the Company shall furnish the Union with a record of each deduction showing the amount and the employee from whom the deduction was made. The Union shall hold harmless the Company from any and all claims that may arise out of the Company's compliance with this Article.

ARTICLE 4 - DEDUCTION OF UNION DUES

The Company agrees to deduct from the weekly wages of each employee, who so authorizes such deduction, the amount of weekly union dues as certified to the Company by the Secretary/Treasurer of the Union.

Deductions shall be remitted by the Company to the Secretary/Treasurer of the Union by the twentieth (20th) of the month following such deduction and the Company shall furnish the Union with record of each deduction showing the amount and the employee from who no deduction was made.

The Company also agrees to deduct any arrears in an employee's dues while employed by Gourmet. In collecting dues in arrears of active employee, the Company shall deduct no more than twice the regular weekly amount in any weekly paycheck. In any case in which the Company would be unable to comply with the procedures contained herein, the Secretary/Treasurer, his/her designee and the Company shall promptly seek an alternate means of complying with the intent of the procedures contained herein. The Company's obligation is limited solely to making such deduction of the amount of wages permitted and such obligation shall cease at the time the employee is terminated or laid off for lack of work.

The Union shall hold harmless the Company from any and all claims that may arise out of the Company's compliance with this Article.

ARTICLE 5 - UNION ACTIVITIES

Section 1. Union members applying the terms of this agreement shall not be subject to adverse actions, discrimination or discipline.

Section 2. Upon application (at least thirty [30] days in advance), an unpaid leave of absence shall be granted to one (1) employee in the bargaining unit to perform duties related to the representation of the members of this bargaining unit. Such leave shall be for a period not to exceed six (6) months. The employee may terminate said leave of absence at any time upon written notice to the Company.

Upon expiration or termination of said leave, the employee will be returned to their former position with the Company if that position is still in existence. The employee shall be placed on the same salary schedule and that the same salary step that would have occurred if such leave had not taken place. All other rights and benefits shall be restored to the employee starting with the date of return of that employee. Any accrual of paid time off shall not take place during the time period in which the employee was on the unpaid leave.

The employee's seniority shall continue to accrue during such time of said leave.

The Union and the Company agree to have bi-monthly labor management meetings, if needed, with the Union business agent and at least one (1) Steward as well as the General Manager or designee.

Section 3. Membership Meeting The Union will be permitted to hold general membership meetings and employees shall be permitted to participate on non-work time. Such time includes lunch, breaks, before and after work hours. One (1) week notice shall be given to the Company and the Company will provide a space, if possible, and have approval of meeting times and places.

Section 4. Union Stewards The Union shall advise the Company in writing of the names of Union Stewards who shall participate in the grievance procedure and who shall be recognized by the Company as representatives of the employees for the purposes of enforcing this agreement, and who shall generally act as representatives of the Union on the job.

The Steward will be considered the most senior employee for the purpose of layoff and recall only.

Union Stewards shall be permitted to receive up to two (2) days unpaid leave per semester to attend training as provided by the Union. The Union shall provide the Company one (1) week notice. Such leave shall not unreasonably be denied.

Predicated on current conditions the maximum number of Stewards shall be six (6). If conditions change the Union shall retain its right to additional Stewards to provide adequate representation to its members. The Union and the Company shall meet to discuss additional Stewards.

ARTICLE 6 - NON-DISCRIMINATION

The parties are mindful of their obligation under federal and state laws pertaining to discrimination in employment and, accordingly, the Company and the Union agree that neither will discriminate against any employee with respect to matters relating to employment because of such employee's race, color, national origin, religion, sex, age, sexual orientation, Union membership or activities, veteran's status, marital status, political affiliation or disability in violation of such federal or state laws.

No employee may engage in political activity while on duty. The use of political buttons, signs, posters or motivational political speeches is not allowed during working hours. This rule is in no way meant to inhibit the political activities of any employee while not on Company time or property.

ARTICLE 7 - CONTINUITY OF OPERATIONS

Section 1. - No Strikes or Other Interference The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Company during the life of this Agreement.

Section 2. - Lockouts The Company agrees not to conduct a lockout during the life of this Agreement.

Section 3. - Union's Best Efforts The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. - Remedies The Company may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration provisions of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute arising out of and concerning an alleged violation, misinterpretation or misapplication of the expressed terms or conditions or rule or regulation, policies and procedures applicable to the Company providing the Food Services that affect the employees contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

Step 1: The grievance shall be submitted in writing to the Unit Manager or their designee, within ten (10) calendar days of the date when the employee or the Union first became aware of the alleged grievance. The grievance shall set forth the alleged facts of the grievance which shall include the specific Article(s) and Section(s) of the Agreement which the Union believes have been violated along with the remedy which is being sought in this matter. Either the Unit Manager or their designee or the Union shall request a meeting for the purpose of resolving the alleged grievance prior to the Company's decision. The following persons may be present at this meeting: the Business Agent, Union Steward or the grievant (never to exceed two [2] paid employees), the immediate Supervisor or designee and the Unit Manager or their designee. Any additional persons present at this meeting must be mutually agreed upon by the Company and the Union. The Unit Manager or their designee shall be the spokesperson for the Company and the Union shall identify the spokesperson for itself at the beginning of the meeting. Within ten (10) calendar days of said meetings, the Company shall deliver to the Union via email, a written reply to the alleged grievance which shall provide for a decision in the matter and the reason(s) for the decision.

Step 2: If the grievance is not settled to the satisfaction of the Union at Step 1, the Union, within ten (10) calendar days after receiving the Unit Manager or their designee's reply, shall submit said grievance to the Regional or District Manager or their designee in writing setting forth the alleged facts of the grievance, which shall include the specific Article(s) and Section(s) of the Agreement which the Union believes have been violated along with the remedy being sought in this matter. Either the Regional or District Manager or their designee or the Union shall request a meeting for the purpose of resolving the alleged grievance prior to the Company's decision. The following persons shall be present at this meeting: the Business Agent, Union Steward, or the grievant (not to exceed two [2] paid employees), the immediate Supervisor and the Regional or District Manager or their designee. Any additional persons present at this meeting must be mutually agreed upon by the Employer and the Union. The Regional or District Manager or their designee shall be the spokesperson for the Company and the Union shall identify the spokesperson for itself at the beginning of the meeting. Within ten (10) calendar days of said meetings, the Company shall deliver to the Union via email, a written reply to the

alleged grievance which shall provide for a decision in the matter and the reason(s) for the decision.

Step 3: If the grievance is not settled at Step 2, the grievance may be appealed to Arbitration. Union appeal to arbitration sent to Gourmet Dining LLC at Rowan University; Company appeal sent to Union via email. Either party's right to the process of grievance arbitration shall be deemed to be waived and a demand for arbitration barred should the complaining party fail to submit a written demand for arbitration to the American Arbitration Association (AAA) within thirty (30) calendar days of the Company's decision as described in Step 2 above. Both the Company and the Union agree to be bound by the rules and regulations of the AAA.

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

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict or extend any of the terms contained within this Agreement.

Section 3. The time constraints which refer to any step of this procedure may be extended by mutual agreement of the Company and the Union. Any reasonable request made prior to the expiration of each time limit shall be honored by the Company and the Union.

Failure to file a grievance within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters. Grievances concerning suspensions or discharges may be submitted at the second (2nd) step of the grievance procedure. If the grievance is not settled at the second (2nd) step it may be directly submitted to arbitration except as limited in the above paragraph.

Section 4. The Company shall pay those employees named in Step 1 and Step 2 at their regular wage rate when they are involved in the grievance discussion and meetings with the Company, when such meetings take place during their regularly scheduled, normal working hours.

Section 5. Nothing contained herein shall prevent either party to this Agreement from seeking the services of a mediator (for the purpose of resolving this issue prior to its hearing at arbitration). This procedure is optional and is not required. The recommendation of a mediator, if this process is used, is not final and binding.

Section 6. For the purposes of this Article, the terms "working days" or "work week" shall mean the days including Monday through Friday.

Should the grievance not be resolved at the existing step or should there be no response from the Company within the specified time limits, the grievance may be carried to the next step.

Section 7. Terminations shall be filed directly at Step 2, (District Manager or his designee level). To be valid, the grievance must be filed within ten (10) calendar days from receipt via mail at the local Union office of the Company's written decision to terminate which shall follow a brief suspension/investigation period.

ARTICLE 9 - JOB CLASSIFICATION

Section 1. The Company has the right to establish new job classification(s) and change(s) in an existing job classification which would be appropriately within the bargaining unit. Such changes may be due to but not limited to changes in responsibilities and production. The Company shall give seven (7) calendar days notice to the Union of any changes in job classifications which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Company shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Company from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any and all changes in said job classifications.

Section 2. - Working Out of Classification An employee assigned to work in a higher paid classification for more than one (1) day shall be paid the contractual rate of pay for the classification, or their own rate, whichever is greater, for all hours worked in the higher paid classification. If the Company offers food service workers classes or lessons in food preparation, and the food service worker, on a volunteer basis, elects to participate, the food service worker shall receive their regular rate of pay for participation in such classes or lessons.

Section 3. Management shall provide employees a copy of their job description upon request.

ARTICLE 10-WAGES

All wages shall be paid in accordance with Appendix "A."

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. The Company shall make every attempt to schedule all employees for five (5) consecutive days, Friday through Thursday.

If the company decides that a nonconsecutive five-day schedule is needed in any title, the Company shall post the schedule and permit qualified employees to volunteer for such schedule.

All work performed in excess of forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

The Company has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

- a) If the employee is working and it is their job, they will be asked.
- b) Volunteers, to be asked beginning with the most senior employee.
- c) The least senior qualified employee will be required to perform the work.

In addition to the above, qualifications for the job will be a requirement when scheduling overtime. If the least senior employee refuses the overtime assignment for a reason not acceptable to the Company, the employee could be subject to discipline. Employees will be notified of overtime work twenty-four (24) hours in advance. The parties recognize, however, that conditions beyond the control of the Company will occur which will prevent the required notice.

In those instances when the Company needs to change worker's shifts, the Company shall provide reasonable explanation for such changes and before any worker's shift is physically changed the worker shall be given at least ten (10) calendar days notice. The affected employee will be given written and oral notice. The application of seniority and classification shall apply in all shift changes. The Company shall post an overtime list by the time clock.

ARTICLE 12-BARGAINING UNIT WORK

Section 1. Supervisors (excluding Executive Chefs and Working Chefs) will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. In the event that there is a weather-related State of Emergency declared, all employees who report to work shall be paid time and a half, regardless of whether the College is open or closed.

Section 3. An emergency voluntary list will be posted and employees called in from this list will be paid time and one-half (1½) when the College is closed due to a state of emergency. Employees scheduled to work on the day of such school closing who are able to report to work shall also be paid time and one-half (1½).

Section 4. Nothing contained in this Agreement shall be construed as a guarantee of any number of hours worked per day or per week. If volunteers are not available and overtime is required, the least senior qualified employee will be required to work overtime.

Section 5. Employees are required to attend orientation, training sessions and welcome back meetings. If an employee is unable to attend the orientation, training sessions or welcome back meeting, the employee shall provide notification to the employer of the inability to attend. The employer shall schedule make-up meetings or sessions for those employees. If an employee fails to attend a make up meeting or session, the employee may be subject to disciplinary action, up to and including termination.

It is understood by the parties that the end of the academic year is defined at the end of Commencement Week.

ARTICLE 13 - REPORTING PAY

Regular employees shall be guaranteed a minimum of two (2) hours pay at their applicable rate on a day they are required to report to work, unless the Company exercises due diligence on notifying them not to report to work at least one (1) hour by calling them at their last known telephone number provided by the employee to the Company. In the event of acts of God, power or mechanical breakdown or any other act beyond the Company's control, this guarantee shall not apply.

ARTICLE 14 - CALL IN EMERGENCY

When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call in emergency. However,

when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call in emergency. Payment for time worked on call in emergency shall not be less than four (4) hours pay at the employee's regular pay. Employees shall perform any such tasks as assigned.

ARTICLE 15 - HOLIDAYS

Section 1. The following days shall be established for all full-time employees in the bargaining unit who have completed their probationary period, with the exception of employees who are on a leave of absence, layoff or sick leave:

- Juneteenth (6/16/23, 6/21/24, 6/20/25) (only for employees working summer session)
- July 4th (only for employees working summer session)
- Thanksgiving Day
- Christmas Day
- New Year's Day (only for employees working Winter session)
- Good Friday (Effective 7/1/14)

Holiday pay for full-time employees shall be based on the employee's scheduled daily hours for the last thirty (30) days preceding the holiday. In order for an employee to be eligible for holiday pay, they must have worked their regular schedule on the day immediately preceding and the day immediately after the holiday, unless excused by the Company.

Section 2. Part-time employees are eligible for Christmas Day as a recognized paid holiday. Contract eligibility terms continue.

Section 3. When a paid holiday falls during the employee's regular work week, the holiday pay shall be counted as hours worked for the purposes of computing overtime in the holiday week.

Section 4. All regular full-time and part-time employees who work on Martin Luther King Day or Easter Sunday shall be paid double time (2x) for all hours worked. This is not a paid holiday if not worked.

ARTICLE 16 - VACATIONS

Section 1. All employees who work thirty (30) or more hours per week will become eligible, based on total length of service as described in Section 3 of this Article, as of December 31st annually, for vacation in accordance with the following schedule:

<u>Length of Service</u> <u>Beginning January 1</u>	<u>Vacation Available</u> <u>Beginning January 1</u>
Less than one (1) year in:	
December	1 day
November	2 days
October	3 days
September	3 days
August	4 days
July	4 days
June-January	1 week
Over one (1) year	2 weeks
Over eight (8) years	3 weeks

*Employees having three (3) weeks or more vacation time as of June 27, 2014 will be grandfathered and capped at three (3) weeks vacation time.

Section 2. Employees will be granted vacation upon written request during the school shut down period. Any vacation request during the academic year will be granted only by manager approval, must be submitted in writing twenty (20) calendar days in advance and the Company will respond to the employee within ten (10) calendar days of the written request. When employees have requested the same vacation and the Company is unable to approve all vacation requests for that time, seniority will apply. Vacation requests shall not be unreasonably denied.

Section 3. Vacations will be scheduled and paid based on the employee's full service tenure at Rowan University calculated as of December 31st of the prior year. Each year going forward the vacation allocation in a calendar year shall be based on the length of service as of December 31st prior to the start of the new calendar year except in those years where the employee reaches an anniversary that steps up increases their benefit (year 5). In that year the employee shall be entitled to the extra week in that year which must be taken after the anniversary date and the vacation in the following year shall be calculated using the new benefit level as of December 31st.

Employees may cash out any unused vacation time by May 1st of each year. Employees who request vacation time in advance and are denied such time because of business necessity will be allowed to schedule the vacation.

ARTICLE 17 - SICK DAY EARNING PROGRAM AND PERSONAL DAYS

Section 1. All full-time and part-time regular employees, upon completion of probation, will accrue one-half (1/2) of a sick day for each month worked, to a maximum of six (6) days per year.

All unused earned sick days shall be paid out to each eligible employee at their regular rate of pay in December of each year prior to Christmas break or may be banked up to a maximum of ten (10) days. Any banked days are not eligible for payout. The text in this Article allows employees to use earned sick days for personal business if scheduled in advance with management.

Section 2. Each employee may use up to two (2) of their earned sick days for personal reasons. The use of earned sick days as personal days requires five (5) day advance notice and approval by the employee's immediate supervisor and such approval shall not be unreasonably withheld. In cases of a certifiable emergency, advance notice time may be waived.

Section 3. All calls reporting an illness must be made to the Company at least one (1) hour prior to the employee's shift if the shift starts prior to 8:00 am; two (2) hours notice for shifts that start after 8:00 am, except in the case of emergencies, as determined by management. All illnesses which last for a duration of three (3) or more days shall require a physician's note in order for that employee to return to work and for that employee to receive pay for such sick time. The Company may request certification from a physician at any time that an employee's attendance becomes a problem.

Section 4. Personal Days:

Effective July 1, 2014, regular full-time and regular part-time employees shall be entitled to two (2) unpaid personal day each school year. Absent a certifiable emergency, five (5) work day notice and managerial approval is required.

ARTICLE 18 - JURY DUTY

This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed five (5) days, except in cases where the employee is called for Grand Jury where the employee shall be granted leave with pay for a period not to exceed fifteen (15) days. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Proof of such remuneration shall be submitted to the Company by the employee. Official notification shall be submitted to the Company prior to such leave being granted. The Company shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 19 - BEREAVEMENT LEAVE

This benefit is available for employees who have completed probation prior to the death of a covered family member.

In the event of death in the immediate family of an employee who has completed ninety (90) days of employment leave will be permitted for a period of three (3) days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral.

For the purposes of this Article the term immediate family shall be defined as current husband,

current wife, children, parents, brother, sister, grandparents, foster parents, current mother-in-law, current father-in-law, grandchild and legal guardian.

In the event of death of a person living within the employee's household or an employee's brother-in-law or sister-in-law, said employee shall be granted one (1) working day with pay for the purpose of attending the funeral if such funeral takes place on a day when that employee is scheduled to work their regular shift.

Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

ARTICLE 20 - LEAVE OF ABSENCE

The Company shall administer all leaves in accordance with the Family Medical Leave Act (FMLA) and all other leaves in accordance with applicable state and federal law. The Company will continue to pay their portion of the medical plan during approved FMLA absences and Worker's Compensation absences only.

ARTICLE 21 - MILITARY LEAVE

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.

To request a military leave of absence, the employee must submit a completed copy of a Leave of Absence Form and a copy of the employee's military orders.

When the employee returns from military leave, they shall be reinstated to the same position with the same pay and status. If an employee does not return from military leave of absence on the designated date, they shall have been considered to have resigned.

ARTICLE 22 - PROBATION AND SENIORITY CONTINUATION

Seniority shall be defined as the employee's length of continuous service measured from the employee's last date of hire.

In cases where two (2) or more employees have the same hire date with the Company, the question of seniority must be addressed. The tie will be broken by drawing straws.

The Company shall furnish to the Union, upon its request, a copy of an up to date seniority list at the start of every school year which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

The Company shall provide on a monthly basis a list of all new hires. Such list shall include name, address and job title. The Company shall also provide a list of employee promotions, resignations. The Company will fax such lists to the Union office.

Each newly hired employee shall be deemed to be a probationary employee during their first sixty (60) calendar days of employment to include forty (40) days actually worked. Days lost from work during the two (2) month probation period shall not be considered in computing the sixty (60) day calendar period and shall not break the continuous employment. The Company may, in its sole discretion, extend the employee's probation period for an additional thirty (30)

calendar days. Notice of probation period extension shall be mailed to the Union within five (5) work days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Company without recourse to this Agreement. Unless otherwise provided by this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

Seniority Continuation: Continuous employment shall be broken for any of the following reasons and if such continuous service is broken the employee shall be considered a new employee if and when rehired for all purposes:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence in excess of three (3) consecutive days without notice to the Company except where prohibited by acts of God. If the employee is physically unable to notify the Company of his absence, he/she must have a family member do so.
- d) Failure to return to work within ten (10) days after the Company gives the employee written notice to return to work and failure to notify the Company of their intentions to return to work within five (5) days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by registered or certified mail or telegram to the last address furnished by the employee to the Employee Relations Department.
- e) Layoff without recall after a period of one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- f) Employees with less than one (1) year of service at the time a long term illness or injury leave begins shall retain seniority for a period equal to their length of service when the leave began. Employees with one (1) year of service or more at the time a long term illness or injury leave begins shall retain seniority for one (1) year from the date the injury or illness leave began.

ARTICLE 23 - JOB POSTING

Section 1. Any new position or vacancy in an existing position shall be posted on a bulletin board which the employees read from, for not less than five (5) consecutive working days. All employees who are on layoff or who are on summer, spring or Christmas recess when an opening occurs, and who are currently in a classification rated lower on the pay scale than the open position, shall be notified by email, text or telephone call. Requests for consideration from qualified employees must be received by phone or mail within seven (7) business days of the mailing of the posting to the employee's home. Problems or concerns with this method of bidding while school is not in session shall be reviewed and may be modified, if needed, by the Union and site management.

Section 2. Posting shall begin immediately upon realization by the Company that a vacancy exists. Openings to which internal employees are to be transferred or promoted, will be filled in a maximum of two (2) weeks. The posting shall contain the minimum qualifications, skill requirements, work year, work week, wages and job descriptions for the posted positions. Copy

of the postings shall be given to the Steward on site. Copies of completed postings shall be given to the Steward within ten (10) days of the bid award.

Section 3. If there are no bidders, employees who have successfully bid for another job within the last six (6) months and for whom the opening would be a promotional opportunity from their current position, shall then be allowed to bid on that position. If there are no bidders, the Company shall have the right to go to the outside to fill the position.

Section 4. All vacancies shall be filled by awarding the position to the most qualified senior employee possessing the abilities and experience to perform the job, who bids for that position. Vacancies and transfers will be posted and employees will be transferred or promoted in accordance with their seniority and provided that they have the necessary ability and experience, and can meet the job description requirements.

Section 5. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Company maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, etc.), the employee shall be paid the rate of the job immediately. This Section does not provide for "bidding" down to a lower paying position.

Nothing contained in this Article shall prevent the Company from temporarily filling a job vacancy for up to ten (10) days.

Section 6. An employee who is awarded a job shall be given thirty (30) days to demonstrate their ability and experience to perform the job. If the employee is taken off the job before or at the end of the qualification period, they shall return to their previous job at their former rate of pay. If that job has been eliminated they shall retain all rights to bidding and bumping.

Section 7. A successful bidder shall not bid for another job for six (6) months within the exception of Section 3 above. A successful bidder shall not be awarded any new position, if the employee has any disciplinary actions in their file within six (6) months.

ARTICLE 24 - LAYOFF, RECALL, ACT OF GOD CLOSURE

In the event the Company finds it necessary to layoff employees due to lack of work, such layoffs shall be on the basis of the employee's credited seniority with the Company. The employee with the least seniority shall be the first to be laid off. Employees shall be given one (1) calendar week's notice in cases of layoff except for acts of God beyond the control of the Company such as hurricane, fire or power failure. In such instances notice shall be as soon as possible. Laid off employees shall be given preference in reemployment. In the event of recall, employees shall be recalled in the reverse order of the layoff.

The affected employee(s) may exercise one (1) of the following options:

a) The employee may bump the least senior employee in the same or lower pay grade within their respective classification. If an employee elects to bump in a lower pay position, the employees pay will be based on the classification rate plus whatever general wage increases would have been applicable to such position.

b) The affected employee(s) may opt to fill a vacancy in their own or lower pay

grade in any classification, if they are qualified to in the Company's opinion and have the ability to perform within that classification. If an employee elects to bump in a lower pay position, the employees pay will be based on the classification rate plus whatever general wage increases would have been applicable to such position.

c) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

d) When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.

e) For the purposes of recall notification the Company shall use such means as emails or texts messages, registered mail or telephone numbers supplied by the employees. Employees must notify the Company within three (3) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

f) An employee may exercise one (1) refusal for each job classification they have held as a result of layoff or displacement. If the employee refuses a recall to their highest job classification or fails to notify the Company within three (3) working days of their intent to return to work, their seniority shall be broken.

g) The Company shall provide written notification of pre-set layoff of employees which shall include the position targeted for such lay off.

h) The summer break jobs in the food court and the cafeteria shall be filled by most senior-qualified employee.

When two (2) or more employees have the same seniority the tie shall be broken by the drawing of straws.

i) Management shall post the summer break jobs in the food court and the cafeteria. Such posting shall include the position, weeks and hours. Positions will be filled through the procedures listed below in the order that they appear:

i) Volunteers will be asked in accord with seniority, by classification.

ii) If there are not sufficient volunteers, the least senior, qualified employee will be assigned to the positions within their job classification.

ARTICLE 25 - MEDICAL INSURANCE (Effective January 1, 2023)

Effective January 1, 2023, eligible employees, who work thirty (30) hours or more per week and have completed sixty (60) days of service, may elect the company insurance plan in accordance with the plan and as the plan may change.

The following terms shall govern the provision of health insurance benefits for each insurance plan year, commencing January 1, 2023:

Section 1. Standard Benefits Plans. The Employer shall make available to eligible full-time hourly employees in the bargaining unit the Employer's Standard Health Insurance Benefits Plan

Section 2. Eligibility to Participate. Each full-time employee's eligibility to participate in the Standard Health Insurance Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid. For purposes of the Employer's plan, the term full-time employee shall have the same meaning that full-time employee has under the Affordable Care Act over the twelve (12) months measurement period designed by the Employer.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in any Article of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Health Insurance Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable above.

Section 3. On the first of the month following sixty (60) days of employment an eligible employee as defined above is to participate in Employer's Standard Medical Benefits Plan.

Section 4. Eligible employees who waive coverage may enroll during the annual open enrollment period or if a life status change occurs. An employee enrolling due to a life status change must do so within thirty (30) days of the event.

Section 5. All insurance will cease immediately upon termination or layoff, other than temporary layoff, subject to COBRA. Benefit continuation for periods of disability, including work related disability, are according to FMLA.

Section 6. Health Plan. So long as the Employer offers the Standard Health Insurance Benefits Plan in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate, as follows:

Plan	Employer share Employee Only	Employer share Employee Plus Spouse/Domestic Partner	Employer share Employee Plus Child	Employer share Family
Compass Bronze Plan	71%	70%	68%	70%

Employees who select the Silver Plan pay the full cost difference between the Employer's contribution to the Bronze Plan and the cost of the Silver Plan.

The Employer shall deduct the employee's share of the premium from each paycheck on a pretax basis. The parties understand and agree that during the school year the employee's share of the premium will be deducted on an accelerated basis so that coverage is provided during the summer months (when employees are not working) with no employee copay.

Section 7. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Health Insurance Benefits Plans. The Employer's proportionate share of health insurance premiums for subsequent insurance plan years shall be established as set forth in Section 3 above.

Section 8. Waiver. By agreeing to participate in the Employer's Standard Health Insurance Benefits Plan, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Health Insurance Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Health Insurance Benefits Plan, has reserved the right to unilaterally amend, modify or terminate the Standard Health Insurance Benefits Plan, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

ARTICLE 26 - NON-MEDICAL INSURANCE (Dental and Life, Effective June 27, 2014)

Section 1. DENTAL BENEFITS: Effective June 27, 2014, the Employer agrees to make available to eligible full-time employees a Dental Plan in accordance with the terms of the Employer's dental plan. By agreeing to participate in the Employer's Dental Plan, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Dental Plan shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as

Plan Sponsor of the Dental Plan, has reserved the right to unilaterally amend, modify or terminate the Dental Plan, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

Section 2. On the first of the month following ninety (90) days of employment an eligible full-time employee is eligible to participate in the Dental Plan.

Section 3. LIFE INSURANCE; Effective June 27, 2014, the Employer agrees to make available to eligible employees Life Insurance including Accidental Death and Dismemberment.

Eligible employees who elect five thousand dollar (\$5,000) benefit level shall pay one hundred percent of the premium, not to exceed seventy-five cents (\$0.75) weekly.

Eligible employees who elect ten thousand dollar (\$10,000) benefit level shall pay one hundred percent of the premium, not to exceed one dollar and fifty cents (\$1.50) weekly.

Section 4. On the first of the month following ninety (90) days of employment an employee who works thirty (30) hours a week on a regular basis is eligible for Life Insurance. However, all covered employees will not lose eligibility unless they go below thirty (30) hours per week.

ARTICLE 27 - GOURMET 401 (k) PLAN

Eligible employees may participate in the Compass Group 401 (k) Plan according to the plan and as the plan may change. The Gourmet Employee 401 (k) Plan shall be offered to all regular eligible employees after three (3) months of employment with Gourmet. Communication and enrollment information will be provided sent directly to the employee's home.

ARTICLE 28 - MEAL AND BREAK PERIODS

All employees covered by this Agreement will be permitted to take one (1) fifteen (15) minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2) hour unpaid meal break to be scheduled by the manager. When an employee is scheduled to work four (4) hours overtime, the break period for such overtime may be taken either as two (2) separate fifteen (15) minute breaks or as one (1) thirty (30) minute period in accordance with the needs of the business.

ARTICLE 29 - DISCIPLINE

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

The parties recognize the principles and need for a method by which progressive discipline shall be provided; the Company shall administer that program in the following manner:

- a) A verbal warning (documented in writing).
- b) A written warning.
- c) A suspension of up to three (3) days.

- d) Suspension pending investigation and the decision to terminate.

The application of this process would be progressive for most acts or undependability. It is designed to give the employee a chance to improve their performance. However, any step of this procedure may be applied if the incident requiring discipline is serious enough to warrant such action (see Company Rules in handbook). Such serious incidents are defined, but not limited to, as fighting, use of illegal drugs, use of alcohol, theft, sexual harassment or harassment, mishandling of cash or jeopardizing the relationship with the Client. (A copy of all disciplinary actions shall be given to the employee and a copy forwarded to the local Union office by email within two [2] work days of the action being taken and shall be clearly legible.)

Since good performance should be recognized, if a disciplinary notice is older than twelve (12) months from the date of issuance, it shall be deemed to be removed from the employee's file.

Unrelated incidents: Certain incidents of discipline may not be related and therefore may not entail a progressive action on subsequent issues.

Some examples of related discipline issues which are normally subject to progressive discipline are: hygiene/sanitation, work performance and attendance related problems.

Client/customer relationship is the working agreement which presently exists between the Company, the employees and the Clients and all customers of both. Any interference with such can be construed as putting that relationship in jeopardy.

ARTICLE 30 - TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 1. In order to facilitate the return to work of an employee who has suffered an on- the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days..

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 31 - MANAGEMENT'S RIGHTS

The Union recognizes the right of the Company to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Company, formerly exercised, potentially exercised or otherwise, are vested exclusively in the Company, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Except as modified by this Agreement, the Company's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign and direct its work force; to discipline, suspend, discharge, to relieve employees from duty because of lack of work or other legitimate reasons; to require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week that operations shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as there is not a loss in bargaining positions; to discontinue or relocate any portion or all of the operations now or in the future which are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; to promulgate and enforce all rules relating to operations, and safety; and to utilize student workers in accordance with the wishes of Rowan University.

ARTICLE 32 - LABOR MANAGEMENT COMMITTEE

A committee of eight (8) employees, four (4) selected by management and four selected by the Union shall meet quarterly to discuss items related to non-negotiable non-contractual matters which deal with the improvement of delivery of services to the client community and improvement of community relations, operational efficiency, quality of work life and the fostering of good sound employment relations. If a situation arises that requires immediate attention, both management, union and labor committee will meet to discuss matter as schedules allow. Both management and the Union may select alternates to participate in the meetings. These meetings are not for the purpose of bypassing the grievance procedure or to engage in collective bargaining.

ARTICLE 33 - RESPECT & DIGNITY

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 34 - MISCELLANEOUS

Section 1. The Company is a Food Service organization, which provides a high quality of service in a professional environment. To that end, we must all reflect this in our appearance. All employees will be required to dress appropriately; in accordance with the Company uniform policy.

Section 2. If an employee is injured on the job and an incident report is created regarding the injury, the Employer shall provide a copy, upon request, of the Incident Report.

ARTICLE 35 – FAMILY AND MEDICAL LEAVE

The employer shall abide by the Federal Family and Medical Leave Act and the New Jersey Family Leave Act. The employer shall provide employees notice of their rights under the FMLA and the FLA.

ARTICLE 36 - SUCCESSORS

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the Company's facilities are sold or assigned, the Company will give notice to the purchaser or assignee of the existence of, and operations covered by this Agreement.

ARTICLE 37 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the legislative or judicial or court competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidation portion thereof.

ARTICLE 38 - TOTAL AGREEMENT

It is understood and agreed that this Agreement includes and does and shall constitute the sole, and entire Agreement between the parties with respect to wages, hours, and working conditions of employees in the bargaining unit. The Agreement shall not be changed or modified by the parties hereto unless such change or modification is agreed to by both parties in writing.

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement shall become effective February 1, 2022 and continue in full force and effect to through January 31, 2025, and thereafter shall be automatically renewed from year to year unless notice in writing shall be given by either party to the other of its termination sixty (60) days prior to its expiration date or a subsequent applicable expiration date after automatic renewal, in which it is extended for a further period of time.

Upon such notice, negotiations shall commence no later than thirty (30) days prior to the termination date of this Agreement, a time agreed upon by both parties.

13) NEW ARTICLE - FAMILY AND MEDICAL LEAVE

The Employer shall abide by the Federal Family and Medical Leave Act and the New Jersey Family Leave Act. The Employer shall provide employees notice of their rights under the FMLA and the FLA.

14) Article 38 – Duration of Agreement –

February 1, 2022 through January 31, 2025



FOR THE EMPLOYER

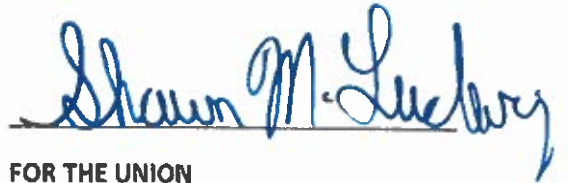
4/25/22

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4/26/22

DATE



FOR THE UNION

4/12/22

DATE



4/12/2022

DATE

APPENDIX "A"

Section 1

For new hires effective February 1, 2022, the following wage schedule will apply:

Classification	2/1/22	2/1/23	2/1/24
Cook 1	\$15.50		
Sr. Caterer	\$15.50		
Cook	\$18.00	\$18.00	\$18.50
Catering Attendant	\$17.45	\$17.45	\$17.95
Food Service Worker	\$15.50	\$15.50	\$16.00
Stockroom Attendant	\$15.15	\$15.15	\$15.65
Baker	\$14.55		
Caterer	\$14.00		
Cooks Helper	\$13.33		
FSW/Baker Prep	\$12.05		
Cashier	\$12.05		
Grill	\$12.05		
Stockroom	\$11.70		
Server	\$15.05	\$15.05	\$15.55
Utility	\$15.00	\$15.00	\$15.50

One time Longevity Lump Sum Pay – Eligible employees who have completed the years of service as outlined below, shall be entitled to a one-time lump sum as follows:

<u>Years of Service</u>	<u>Lump Sum Amount for Full-Time Employees</u>	<u>Lump Sum Amount for Part-time Employees</u>
5 years – 9 years	\$250.00	\$150.00
10 years – 14 years	\$500.00	\$300.00
15 years – 19 years	\$750.00	\$400.00
20 years +	\$1000.00	\$600.00

Section 2 - General Wage Increase:

Employees who have completed their probationary period, shall be raised to the New Hire Classification Rates as identified above or receive the following general wage increases, whichever is higher:

<u>Date</u>	<u>General Wage Increases</u>
2/1/22	\$2.00 per hour
2/1/23	4%
2/1/24	4%

Section 3 - Catering Pay and Training:

- a) Employees shall be paid the rate of pay for the work performed.
- b) Employees will be asked to sign a Catering Availability List once in the fall and again in the spring.
- c) Employees who are qualified to perform the work available as determined by the Company shall be asked to perform the available work on a rotation basis. Refusal will be counted as a "turn" in the rotation. If qualified employees do not volunteer, the Company will assign work as needed.
- d) To increase the pool of qualified candidates to work/serve at the more prestigious University events, the Company will offer fine dining training and testing in the fall and spring of each year. Interested parties will be given the opportunity to sign up in advance of the program. A copy of this list will be sent to the Union.

This fine dining training shall be paid at the employee's regular hourly rate.

The Company shall have the right to hire additional qualified temporary personnel as waiters, waitresses, bartenders or cooks for special banquets and parties, after all qualified employees have been given the first (1st) right of refusal, as needed. If qualified employees refuse to work twice in one (1) semester, they forfeit their right to work until the next semester.

Section 4 – Shift Differential

Employees who are scheduled to start at the beginning of a closing shift or start their shift at 6:00 p.m. or later, shall be entitled to an additional one dollar (\$1.00) per hour for all hours worked during that shift.