

**COLLECTIVE BARGAINING AGREEMENT**

**AGREEMENT**

**Between**



**University of New Haven**

**West Haven, Connecticut**

**And**

**LOCAL 1222-Unit 3**

**Clerical Unit**



**UNITED PROFESSIONAL & SERVICE EMPLOYEES UNION**

**Ronkonkoma, NY**

**September 1, 2021 – August 31, 2024**

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## **PREAMBLE**

WHEREAS, the University of New Haven (the University) provides educational and related services to its students; and

WHEREAS, United Professional & Service Employees Union Local 1222 (the Union) recognizes the responsibility of the University with regard to that purpose;

THEREFORE, both parties to this Agreement agree to contribute to the achievement of this paramount objective, and further agree that

The purpose of this Agreement is to set forth terms and conditions of employment and to promote peaceful labor relations through the prompt adjustment of disputes in order to further this objective.

### **ARTICLE 1: RECOGNITION**

The University recognizes United Professional and Service Employees Union, Local 1222, as exclusive representative for purposes of collective bargaining with respect to wages, hours, and all other conditions of employment for those clerical and technical employees employed by the University of New Haven in the unit certified by the National Labor Relations Board as appropriate in Case No. 34-RC-2180.

### **ARTICLE 2: DEFINITIONS**

Employee and employees means only persons who are employed within the bargaining unit described in Article 1.

Full time employees means only employees who are normally scheduled to work at least thirty-five (35) hours per week.

Part-time employees means only employees who are normally scheduled to work at least twenty (20) hours per week but less than thirty-five (35) hours per week.

### **ARTICLE 3: DIGNITY AND RESPECT**

The University and its representatives, the Union and its representatives, and all employees shall treat each other with dignity and respect at all times.

### **ARTICLE 4: HOURS OF WORK**

Section 1. The normal work week for full-time employees, other than library employees, shall be thirty-five (35) hours, consisting of five (5) days of seven (7) hours each, Monday through Friday.

Section 2. The normal work week for full-time library employees shall be thirty-five (35) hours, consisting of five (5) shifts of seven (7) hours each, Monday through Sunday. No full-time library employee shall be

required to work on both Saturday and Sunday of the same weekend or multiple evening shifts unless:

- a. they are hired or bid into a position specifically requiring consecutive Saturdays and Sundays and/or multiple evening shifts during the work week, or
- b. they are needed to provide coverage during extraordinary circumstances, i.e., unplanned emergencies, or
- c. as provided for in Section 3 below.

Section 3. During those times identified as examination periods, the University may schedule all full-time Library employees to work evening and weekend hours as required in order to provide necessary coverage. Library employees who are employed prior to 9/1/94, provided they continuously remain in their current position:

- a. shall not be required to work multiple evening shifts Monday through Thursday, and
- b. may be required to work more than one shift between Friday night and Sunday, and if so, will be paid in accordance with Article 6, Section 8.

Section 4. The normal work week for part-time library employees shall consist of three (3) shifts of seven (7) hours each, Monday through Sunday. No part-time library employee shall be required to work on both Saturday and Sunday of the same weekend except:

- a. during examination periods, or
- b. they are hired or bid into a position specifically requiring consecutive Saturdays and Sundays, or
- c. they are needed to provide coverage during extraordinary circumstances, i.e., unplanned emergencies.

Section 5. During those times identified as examination periods, the University may schedule all part-time Library employees to work evening and weekend hours as required in order to provide necessary coverage.

Section 6. The Library shall post a work schedule monthly. The Library's schedule shall be based on the hours for which the employee was hired, or the hours to which the employee and the Director subsequently agree, provided that the Library's staffing needs are met.

Section 7. The University shall make reasonable efforts to maintain consistent work schedules for employees. Shift changes for employees will be offered on a voluntary basis to all employees in the department qualified to perform the work involved. In the event that no one volunteers to fill the shift, the supervisor may fill the shift change based on reverse seniority. Employees shall be notified at least seven (7) days in advance except in the event of an emergency.

Section 8. An employee may request an exception to their regular work schedule because of special personal circumstances. Exceptions of one (1) day may be approved by their immediate supervisor, while exceptions for more than one (1) day must have the recommendation of the immediate supervisor and the approval of the Director of Human Resources. Such approvals shall not be unreasonably withheld.

Section 9. The University reserves the right to determine the operational schedule of its various departments. In the event that the University:

- a. elects to open one or more departments, and/or
- b. elects to keep one or more departments open,

while closing the balance of the University, employees in those departments that are open may be required to work on a rotating basis and will be paid in accordance with Article 6, Section 9. In these circumstances, employees will be asked to work on a voluntary basis. No department shall be operated without an administrative staff member present.

In the event that sufficient staffing is not achieved on a voluntary basis, employees within the open department(s) will be required to work based on reverse seniority. Those employees who are required to work based on reverse seniority and refuse shall be charged with vacation, personal time, or leave without pay, at the employee's discretion. No employee shall be charged for refusal more than three (3) times during a fiscal year.

Section 10. Employees who are called into work in accordance with Section 9 of this Article shall be guaranteed a minimum of 3½ hours work or 3½ hours pay.

Section 11. In addition to the unpaid lunch period, each employee who works a minimum of 7 hours per day shall be entitled to a total of 30 minutes of paid break per day. This break time is to be taken at the discretion of the employee's supervisor, based upon the needs of the department, in one of the following ways:

- (a) 2 fifteen (15)-minute or 3 ten (10)-minute scheduled breaks;
- (b) 2 fifteen (15)-minute or 3 ten (10)-minute unscheduled breaks taken at the employee's discretion in consideration of workload, other employee's breaks, and similar matters.

Section 12. In addition to any unpaid lunch period, each employee who works a minimum of 3½ hours per day but less than 7 hours per day shall be entitled to one (1) 15-minute paid break per day. This break time is to be taken at the discretion of their supervisor based upon the needs of the department.

Section 13. The University will announce whether Summer/Flex Time will be available at or around the time that such determination is made.

Section 14. When completing the timecard, each employee must account for all hours scheduled to work and may not take unpaid time until all of the employee's entitlements (sick, vacation, personal or sick leave bank) are exhausted.

## **ARTICLE 5: OVERTIME**

Section 1. An employee who is required to work in excess of eight (8) hours a day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for all hours worked in excess of eight (8) hours on a daily basis or forty (40) hours on a weekly basis.

Section 2. An employee shall be given as much notice of overtime as possible.

Section 3. The University shall make reasonable efforts to distribute overtime fairly among employees in the department who are able to do the work.

Section 4. There shall be no pyramiding of overtime as contained in this Article.

#### **ARTICLE 6: CLASSIFICATIONS, LEVELS AND RATES OF PAY**

Section 1. As of the first Monday of September 2021, each employee (including those then above the maximum on the wage scale) shall receive a 2% increase in the employee's base rate.

Section 2. As of the first Monday of September 2022, each employee (including those then above the maximum on the wage scale) shall receive a 2% increase in the employee's base rate.

Section 3. As of the first Monday of September 2023, each employee (including those then above the maximum on the wage scale) shall receive a 1.75% increase in the employee's base rate.

Section 4. For historical purposes, the following wage scale changes were made during the 2018 contract negotiation process and were applicable at that time:

(a) As of the first Monday of September 2018, and after the increase set forth in Section 1 above, the salary schedule contained in Exhibit B-1 shall take effect. All employees below Step 11 shall advance one step on Exhibit B-1, it being understood that employees who were formerly on Step 4 will advance to Step 5.

(b) As of the first Monday of September 2019 and after the increase set forth in Section 2 above, the salary schedule contained in Exhibit B-2 shall take effect. All employees below Step 11 shall advance one step on Exhibit B-2, it being understood that employees who were formerly on Step 5 will advance to Step 6.

(c) As of the first Monday of September 2020, and after the increase set forth in Section 3 above, the salary schedule set forth in Exhibit B-3 shall take effect. All employees below Step 11 shall advance one step on Exhibit B-3, it being understood that employees who were formerly on Step 6 will advance to Step 7.

Section 5. No employee shall fall below the minimum starting rate as established for their classification in Exhibits A and B of this contract adjusted as defined in this Article.

Section 6. Each employee is eligible to receive a shift differential of one dollar (\$1.00) per hour for each hour worked, as part of their regular schedule, between 4:30 p.m. and 8:30 a.m. every day and for each hour worked on Saturday and Sunday.

Section 7. New employees shall be hired and paid pursuant to the classifications, levels, and rates contained in Exhibit A and Exhibit B of this contract adjusted as defined in this Article.

Section 8. During those times identified as examination periods and for those employees as defined in Article 4, Section 3, such individuals who work more than (7) seven hours between Friday night and Sunday will be paid double time for all weekend hours in excess of seven (7) hours.

Section 9. In the event that the University keeps one or more departments open while closing the balance of the University, as defined in Article 4, Section 9, any individual who works shall be paid their regular rate of pay for all hours worked. Such individual shall receive additional payment for all hours for which he or she was scheduled to work while the balance of the University was closed. Such additional payment shall be at one (1) times their regular rate of pay.

#### **ARTICLE 7: JOB EVALUATION COMMITTEE**

Section 1. There shall be a Job Evaluation Committee composed of three (3) University representatives and three (3) University employees who are members of Local 1222-Unit 3, who shall serve on the Committee for a minimum of one year, absent extenuating circumstances. This Committee shall meet primarily during working hours, subject to the reasonable business needs of the various departments of the University. The Committee shall review changes in positions that may result in change of classification. The Committee may recommend changes in classifications to the Director of Human Resources for approval. If the Director of Human Resources rejects any such recommendation or fails to approve it within fourteen (14) calendar days of receipt, the Union may submit the issue to the grievance procedure at Step 3.

Section 2. Should the Director of Human Resources approve a recommended change in classification, then a pay increase shall be instituted as provided in Article 20: Filling Vacancies, Section 6.

Section 3. In the event that a new classification, not already defined in Exhibit A, is created within the bargaining unit, the Job Evaluation Committee shall meet to discuss and recommend to the Director of Human Resources the pay level of the new classification. If the Director of Human Resources rejects any such recommendation or fails to approve it within fourteen (14) calendar days of receipt, the Union may submit the issue to the grievance procedure at Step 3.

Section 4. In the event that a new position is established within an existing classification, or a classification of a vacant position is changed, the Chapter Chairperson shall be notified by the Human Resources Department. Such notification shall occur at the time of posting. The Chapter Chairperson, or their designee, may request a meeting of the Job Evaluation Committee. Such request for a meeting must be made prior to the final date of posting. The position shall not be filled until the Job Evaluation Committee has met and reviewed the position in question.

Section 5. The University will review and update its Job Analysis Questionnaire.

#### **ARTICLE 8: INSURANCE PLANS**

Section 1. All eligible union employees and their eligible dependents, if any, shall have the opportunity to participate in the University's Group Health Benefit Program and the University's Group Dental Program as offered by the University.

Section 2. Employees earning \$40,000 base salary per year or less shall not be required to make salary level contributions towards the eligible dependent(s)' premiums under the University's Medical Insurance Program beyond the base contribution levels established by the University for its various plans. In connection with the foregoing, the parties acknowledge and agree that (a) the University each year identifies a base plan for employees and establishes the levels of employee contributions toward the cost

of individual and dependent coverage under the base plan; (b) employee contributions for coverage under insurance plans other than the base plan identified by the University shall be determined by reference to the difference between the cost of the base plan and the cost of such other plans; (c) the University utilizes and will continue to utilize a system of employee contributions that is based on the amount of employee salaries and that progressively increases as salaries increase; and (d) the University's present target is a fifteen percent aggregate contribution level from bargaining unit and non-bargaining unit employees on a university-wide basis; and (e) in the event the University increases the aforesaid fifteen percent aggregate contribution level in the future, the University will not increase base plan contribution levels for bargaining unit employees on a percentage basis which is greater than the increase on a percentage basis for employees in any higher salary level who are not represented by Local 1222; provided however that the University shall have the right to cap the top tier of the scale at thirty-five (35) percent.

Section 3. A University employee who is a member of Local 1222-Unit 3 shall be selected by the union to serve on the Health Insurance Committee.

Section 4. The University shall provide noncontributory Long-Term Disability coverage for eligible employees in accordance with the current Plan, which provides sixty (60%) percent base wages after six (6) months of total disability.

Section 5. The University will provide noncontributory Group-Term Life Insurance in the amount equal to one-and-one-half (1½) times the employee's base wages for all eligible employees.

**ARTICLE 9: HOLIDAYS**

Section 1. The University recognizes the following as holidays:

|                               |
|-------------------------------|
| New Year's Day                |
| Martin Luther King's Birthday |
| President's Day               |
| Memorial Day                  |
| Juneteenth                    |
| Fourth of July                |
| Labor Day                     |
| Thanksgiving Day              |
| Friday after Thanksgiving     |
| Christmas Day                 |

The last regular workday, prior to the day on which Christmas is observed, will be observed as a holiday starting at 12:00 Noon.

Holidays will be observed on the day established by State or Federal law. An employee required to work on one of the above holidays will be compensated at the rate of one-and-one half (1½) times their regular rate of pay for all hours worked, in addition to holiday pay.

Section 2. In order to be eligible for holiday pay, the employee must have worked both the full scheduled workday immediately preceding the holiday and the full scheduled workday immediately following the holiday. Employees who are absent due to sickness on the scheduled workday immediately preceding the



holiday and/or the scheduled workday immediately following the holiday shall, upon presentation of medical verification, receive holiday pay. If an employee does not present medical verification, they may elect to use sick time, if available, in order to be made whole for the lost holiday pay.

Section 3. Holiday pay for an eligible full-time employee shall be computed on the basis of their regular straight-time pay.

Section 4. A part-time employee shall be entitled to holiday pay for each holiday that falls on a normally scheduled workday, based on the number of hours they would have been scheduled to work that particular day.

Section 5. Should the University choose to close for a Saturday and/or Sunday due to a holiday not falling on that Saturday or Sunday, part-time employees who were scheduled to work on either the Saturday and/or Sunday shall be given the opportunity to make up the time lost due to the closing during the week prior to or immediately following the weekend in question. The period of time during which an employee may make up lost time may be extended to the month prior to or immediately following the weekend in question by mutual agreement between the employee and the employees' immediate supervisor.

Section 6. Should the University choose to close for a Saturday and/or Sunday due to a holiday not falling on that Saturday or Sunday, employees who were scheduled to work on either the Saturday and/or Sunday shall be paid for the scheduled time lost due to the closing.

Section 7. Should an employee in the Library be scheduled to work on Easter Weekend (Friday through Sunday) and should the University choose to close Saturday and/or Sunday, such employee shall be entitled to only one (1) day of Holiday Pay for the Easter Weekend (Friday through Sunday).

Section 8. Should a part-time employee in the Library be:

- a. scheduled to work on the Saturday or Sunday following Thanksgiving, and
- b. not scheduled to work on Thanksgiving or the Friday after Thanksgiving, and
- c. should the University choose to close that Saturday and/or that Sunday,

such employee shall be entitled to only one (1) day of Holiday Pay for this post-Thanksgiving Weekend (Saturday/Sunday).

Section 9. During the week between Christmas and New Year's Day, full-time employees shall be granted three (3) of the four (4) working days off as holidays. Personal days and unused vacation days may be used for the fourth day if approval is granted by the employee's supervisor. Requests under this section shall be made by the preceding November 25<sup>th</sup>. Conflicting requests shall be decided on the basis of seniority. Such requests shall not be unreasonably denied.

Section 10. If the reasonable business needs of the University require a full-time employee to work on one of the days between Christmas and New Year's Day that the employee would normally have been off, the employee shall be paid their regular rate of pay for all hours worked in addition to the holiday pay.

Section 11. Employees may elect to use personal days, Christmas-New Year week holidays, or vacation days to celebrate other recognized holy days, or may forego payment for the time taken.

Section 12. Notwithstanding any provision herein to the contrary, effective in calendar year 2020, the University replaced Good Friday as a named holiday with a floating holiday for eligible employees. Floating holidays shall be scheduled in advance with supervisory approval and may be used on a Monday or a Friday to create a long weekend for employees. Requests to use a floating holiday shall not be unreasonably denied in light of the University's staffing requirements.

**ARTICLE 10: VACATION**

Section 1. Upon completion of their probationary period, each full-time employee shall be credited with the value of their vacation accrual for the balance of the first vacation year of employment. This accrual shall be at the rate of one (1) day per completed calendar month to a maximum of ten (10) days.

Section 2. Thereafter, on each July 1<sup>st</sup>, entitlement will be as follows:

| <b>Years of Service Completed at UNH as of July 1</b> | <b>Full Time</b> |
|---|------------------|
| Less than 1 year                                      | 10 days          |
| 1 year but less than 10 years                         | 15 days/year     |
| 10 years but less than 15 years                       | 20 days/year     |
| 15 or more years                                      | 25 days/year     |

Section 3. Upon completion of their probationary period, each part-time employee shall be credited with the value of their vacation accrual for the balance of the first vacation year of employment. This accrual shall be at the rate of four (4) hours per completed calendar month to a maximum of forty (40) hours.

Section 4. Thereafter, on each July 1<sup>st</sup>, entitlement will be as follows:

| <b>Years of Service Completed at UNH as of July 1</b> | <b>Part-Time</b> |
|---|------------------|
| Less than 1 year                                      | 40 hours/year    |
| 1 year but less than 5 years                          | 48 hours/year    |
| 5 years but less than 10 years                        | 60 hours/year    |
| 10 or more years                                      | 80 hours/year    |

Section 5. Vacation for part-time employees shall be taken in units equivalent to the number of hours for which the employee is absent from scheduled work.

Section 6. Employees moving to part-time from full-time shall not lose accumulated vacation days.

Section 7. Accrual of vacation time begins after completion of the probationary period and is retroactive to the date of hire.

Section 8. The vacation year is defined as July 1 through June 30.

Section 9. Vacation time shall be requested electronically, in a format prescribed by the University, in advance through the employee's supervisor and shall be granted if business conditions permit. Such requests shall not unreasonably be denied. Preference in scheduling vacations within a department shall be in accordance with seniority.

Section 10. Subject to Section 9 above, with respect to the Library, it shall be the responsibility of management to schedule coverage when vacation requests are made at least two (2) weeks in advance. In the event an employee provides less than two (2) weeks' notice it shall be the responsibility of the employee to arrange for coverage for their shift.

Section 11. A maximum of five days (35 hours or 40 hours) can be carried over into the next vacation year. If the carry-over time is not used by December 31, time will be forfeited.

Section 12. Employees who terminate during a vacation year shall be allowed to accrue prorated vacation time based on (a) service eligibility as defined in this Article and (b) completed calendar months worked during the vacation year. Employees who terminate, who have taken more vacation than that for which they are eligible, shall be responsible for reimbursing the University, either through payroll deduction from the final paycheck, or through direct payment, the value of such vacation that has been used.

Section 13. Employees who terminate without sufficient notice (2 weeks minimum) shall forfeit the remaining balance of their vacation eligibility.

Section 14. Employees, who retire from the University, who are at least 60 years of age, have a minimum of 15 years of continuous service, and whose combined years of age and service equals a total of 80 or more shall receive their unused vacation entitlement. For purposes of this Section, an approved leave of absence shall not constitute a break in continuous service.

#### **ARTICLE 11: RETIREMENT PLAN**

The University shall maintain a retirement plan for all eligible full-time and part-time (20 hours/week minimum) employees. Effective on the first Monday of September, 2013, employees will be eligible to participate in the University of New Haven Retirement and 403(b) Savings Plan, as made available to other University constituents, in accordance with the rules and regulations of such a plan, as such provisions may change from time to time.

## **ARTICLE 12: SICK LEAVE AND PERSONAL LEAVE**

Section 1. Full-time employees accrue paid sick leave at the rate of one (1) day per month during the balance of the fiscal year (July 1 – June 30) during their first year of employment. Thereafter, they accrue twelve (12) sick leave days on July 1<sup>st</sup> of each succeeding fiscal year.

Section 2. During the first year of employment, part-time employees accrue paid sick leave at the rate of four (4) hours per completed calendar month, during the balance of the fiscal year (July 1 – June 30). Thereafter, they accrue forty-eight (48) hours of sick leave on July 1<sup>st</sup> of each succeeding fiscal year. Sick leave shall be taken in units equivalent to the number of scheduled hours for which the employee is absent.

Section 3. There is no limit to the number of days that may be accumulated under this Article.

Section 4. A Sick Leave Bank shall be available for all full-time and part-time employees who are absent from work due to an illness or accident that prevents them from coming to work. Medical documentation must be provided supporting such incapacity. The employee must utilize all available sick leave and personal time prior to becoming eligible for the Sick Leave Bank. Additionally, employees will be required to utilize all but five (5) remaining and unused vacation days prior to becoming eligible for the Sick Leave Bank. If the unused vacation days are not utilized prior to the end of the fiscal year, they will be forfeited.

Full-time employees will be allowed one (1) calendar week at three hundred (\$300) dollars per week for each year of full-time service, and part-time employees will be allowed one (1) calendar week at one hundred fifty (\$150) dollars per week for each year of part-time service. A full-time employee with previous part-time service will be credited with three (3) days per year for each year of part-time service. The total amount of Sick Leave Bank time utilized by any employee during their employment with the University shall not exceed their eligible time as established above.

Section 5. For leaves of absence defined by either Connecticut Public Act 89-382 or the Federal Family and Medical Leave Act, the University agrees to abide by such rules and regulations, current or as amended. During this leave the employee may use accumulated sick leave, personal leave, and/or vacation days. Sick Leave Bank, if available, may be used in the event of maternity leave of the employee. All employees are required to contact MedLeave Solutions, the University's disability management company, regarding requests for Family Medical Leave and/or regarding any consecutive absence of five days or more. Information regarding the family medical leave process can be found [here](#). Family medical leave will run concurrently for personal absences or workers' compensation absences.

Section 6. Sick leave may be used by an employee to care for immediate family who are ill. Immediate family, for the purpose of this section, is defined as the employee's parents, spouse, child, brother, sister, and current spouse's parents.

Section 7. Based on active employment as of July 1<sup>st</sup>, full-time employees are entitled to two (2) personal leave days during the fiscal year of July 1<sup>st</sup> through June 30<sup>th</sup>. Full-time employees, who have completed five (5) years of continuous service as of July 1<sup>st</sup>, shall be entitled to three (3) personal leave days. These personal leave days can be used for personal matters, including religious holy days, without loss of pay. Unused personal days may be carried over to the next fiscal year. The University shall not inquire as to the reason for the use of personal days. However, use of personal days is subject to the approval of the supervisor subject to the business needs of the department. Personal time must be requested

electronically, in a format prescribed by the University. The request shall not unreasonably be denied.

Section 8. Employees are entitled to an additional three and one-half (3½) hours of personal leave for each twenty (20) days of sick leave accumulated by June 30<sup>th</sup> of each fiscal year, to be taken during the next fiscal year, without any loss of accrued sick leave. This entitlement is only allowed on a once-yearly basis.

### **ARTICLE 13: LEAVES OF ABSENCE**

Section 1. Personal leaves of absence without pay for reasons not covered by either the Connecticut Public Act 89-382 or the Federal Family and Medical Leave Act may be granted upon individual application to the Department of Human Resources accompanied by the approval of the supervisor. An employee who has exhausted any available leave under the state or federal Family and Medical Leave Acts as aforesaid, may apply for a personal leave of absence under this section. The application for the leave shall include the reason for the leave and such leave shall cause no undue hardship to the University. Such leaves shall not be granted during an employee's first year of service, shall not exceed fifty (50%) percent of an employee's accumulated seniority, and shall be for a mutually agreeable period not to exceed one (1) year (it being understood that such period shall be deemed to include and run concurrently with any leave covered by the state or federal Family and Medical Leave Acts as aforesaid). Such request shall not unreasonably be denied.

Section 2. Seniority is not accumulated during a personal leave of absence without pay, as defined in Section 1 of this Article, if the leave exceeds thirty (30) working days. However, a leave of absence shall not be considered a break in service.

Section 3. During a personal leave of absence without pay, as defined in Section 1 of this Article, the University shall continue to pay the cost of the basic medical plan for the employee until the end of the month during which the leave is started. Long-Term Disability and Term-Life Insurance cease upon the start of the leave. The employee shall have the option to continue basic medical coverage and dental coverage, as provided for under the Federal COBRA law, by paying the associated premiums to the University a month in advance.

Section 4. Positions will be held for an employee on a personal leave of absence without pay, as defined in Section 1 of this Article for thirty (30) working days or less. For leaves of more than thirty working (30) days, the position will be filled according to the terms of Article 20. When available to return from leave, the employee shall have the option of taking the first available position for which they possess the appropriate skills. Termination from the University will result if the employee refuses to accept an offered position that is at the same level, a higher level, or one (1) level lower than their position at the time of the leave.

Section 5. For leaves of absence defined by either Connecticut Public Act 89-382 or the Federal Family and Medical Leave Act, the University agrees to abide by such rules and regulations, current or as amended. During this leave the employee may use accumulated sick leave, personal leave, and/or vacation days. Sick Leave Bank, if available, may be used in the event of maternity leave of the employee.

## **ARTICLE 14: FUNERAL LEAVE**

Section 1. In the event of a death in the immediate family of an employee, such employee shall be paid for time lost from scheduled work to prepare for and attend the funeral. Such paid-for time is not to exceed five (5) scheduled working days starting with the date of death. It shall be paid at the employee's regular rate of pay, less any hours actually worked on any such day. Employees who work less than 5 days per week shall be prorated accordingly.

Section 2. Immediate family, for the purpose of this provision, is defined as the employee's parents, spouse, child, brother, sister, grandparent, grandchild, and current spouse's parents. It is agreed that the University may require employee certification to the date of death, date of funeral, and relationship with the deceased.

Section 3. Funeral leave of two (2) days without loss of pay shall be granted to attend the funeral in the event of death of an employee's aunt, uncle, current brother-in-law, and current sister-in-law. It is agreed that the University may require employee certification to the date of death, date of funeral, and relationship with the deceased.

Section 4. Supervisors are not authorized to grant or extend funeral leave beyond that stated above. Should extenuating circumstances exist, the employee may request additional time off from the Director of Human Resources. Such requests shall not unreasonably be denied. The Director of Human Resources' decision shall not be grievable. If additional time is granted, vacation, personal days, or leave-without-pay may be used at the discretion of the employee.

Section 5. If eligibility for funeral leave occurs during a previously scheduled vacation, the employee will be paid pursuant to this Article and will be able to reschedule their vacation to a later date within the same vacation year.

## **ARTICLE 15: JURY DUTY**

Section 1. When an employee is called for and reports for jury duty during their scheduled working hours, the employee will be excused from work and be reimbursed by the University according to the State of Connecticut Law.

Section 2. When an employee is called for and reports for jury duty at times other than their scheduled working hours, the employee will be excused from scheduled work on that day and be reimbursed by the University according to the State of Connecticut Law provided they served a minimum of four (4) hours on jury duty on that same day.

Section 3: The employee must:

1. provide to their supervisor notice of such jury service by presenting the Jury Summons or Notice immediately after receipt of such Summons or Notice.
2. provide to their supervisor proper evidence of the jury duty performed and the amount of

pay received.

3. report to work on any scheduled working day when not required to serve on jury duty.

Section 4. Pay as provided above shall not be considered as days or hours worked for the purpose of computing overtime.

Section 5. The University shall pay the employee their regular rate while serving on jury duty with the understanding that the employee shall provide verification from the Clerk of the Court attesting to time served and with the understanding that the Employer shall be reimbursed by the employee the amount received as juror compensation.

#### **ARTICLE 16: MILITARY LEAVE**

The University complies with all legal requirements for employees who are serving in the armed forces of the United States (voluntary or involuntary), the Civil Air Patrol or those who are serving as merchant seamen under the Merchant Marine Act and are certified by the U.S. Secretary of Transportation pursuant to 46USCS (hereinafter referred to as "certified merchant seamen"). In addition to the legal requirements, the University will provide the following additional pay and benefits for employees serving on extended military leave beyond 30 days in the military, civil air patroller as certified merchant seamen:

- **Pay:** The University will continue the employee's pay for a period not to exceed three (3) months of active military or certified merchant seamen service.
- **Benefits:** Employees on active military or certified merchant seamen service will continue to receive full health and welfare coverage at current costs for up to three (3) months of active military or merchant seamen service.
- **Special circumstances:** If the active military or certified merchant seamen services exceeds three (3) months, the University will determine if the incidents which required the military or certified merchant seamen service involve special circumstances, and, if so, the University will decide in its sole discretion whether additional pay or benefits will be implemented.
- **Notification of military or certified merchant seamen service:** To be eligible for this leave, the employee must provide the University with advance notice of the employee's departure for military or merchant seamen service. The University may request documentation to substantiate the need for the leave if it is over 30 days. Procedures for union employees will be in conjunction with the applicable bargaining unit agreement.

**Reserve status and training duty:** It is the responsibility of each reservist to keep their supervisor and the Human Resources department informed of their military status and military obligation. For leaves of less than 30 days, the employee should provide written or verbal notice as soon as possible, unless giving notice is impossible, or precluded by military necessity. Employees who are on a military leave for more than 30 days are encouraged to provide a copy of their orders, the annual drill schedule or other type of documentation to their manager and Human Resources as soon as available and, if possible before the commencement of the leave.

Under Connecticut State law, if an employee is a member of the civil air patrol or joins the civil air patrol, they must notify their immediate supervisor and the Human Resources Department. Written verification from the civil air patrol will be required in the event the employee is called upon for an emergency. Included in that verification should be the commencement of the event, and its duration. The employee and/or supervisor should contact Human Resources whenever an employee is to go out on a military leave that is more than 30 days, so appropriate arrangements can be made regarding benefits and pay while the employee is on leave. Employees who are attending scheduled reserve training or temporary training duty for, less than 30 days will be paid and will not be required to take vacation time while out on leave.

All exceptions or deviations from this policy must be reviewed and approved by the Human Resources Department in advance of the employee's request for leave.

For additional information regarding the civil air patrol, please access this State guidelines here <https://www.cga.ct.gov/2019/ACT/pa/pdf/2019PA-00095-ROOSB-00863-PA.pdf>.

## **ARTICLE 17: TUITION ASSISTANCE**

Section 1. The University shall provide the opportunity for tuition assistance in the education of all full-time and part-time employees, their spouses, and dependent children.

Section 2. A full-time employee shall become eligible for Tuition Assistance effective the beginning of the academic term following the completion of the probationary period. Such employee shall be eligible to take a maximum of two (2) courses during any academic term, such courses being used to fulfill the requirements for an Associate's, Bachelor's, or Master's Degree.

(a) No courses may be taken during normal working hours. If, because of extraordinary circumstances, it is to the University's benefit that an employee attend classes during regularly scheduled work hours, such request must be recommended in writing by the appropriate supervisor and approved by the appropriate officer.

(b) An employee may request permission to attend class during their lunch hour. Such request must be recommended by the employee's supervisor and approved by the appropriate officer. This approval must be received by the Human Resources Department prior to registration. Such request shall not unreasonably be denied. The University may require the employee to work an alternate schedule, for makeup of any release time which is in excess of the employee's normal lunch period.

(c) An employee is eligible to attend non-credit courses provided that such course is job related, recommended by the employee's supervisor, and approved by the appropriate officer.

Section 3. The spouse of a full-time employee shall become eligible for Tuition Assistance the beginning of the academic term following the completion of one (1) year of service by the employee. The spouse shall be eligible to take credit courses required to fulfill the requirements for an Associate's, Bachelor's or Master's Degree.

(a) Tuition Assistance does not apply to noncredit courses.



**(b)** Tuition Assistance for a spouse is subject to coordination of benefits with the spouse's employer being primary. In cases of partial reimbursement by the spouse's employer, the balance of the benefit entitlement may be available through the University's Tuition Assistance program. The University will not provide duplicate tuition coverage and may require verification of tuition coverage eligibility from the spouse's employer.

**(c)** An employee's spouse may receive only one Associate's, one Bachelor's and one Master's Degree. Tuition costs for courses required for any additional degrees will be the responsibility of the spouse.

Section 4. Dependent children of a full-time employee shall become eligible for Tuition Assistance the beginning of the academic term following the completion of one (1) year of service by the employee. A dependent child is defined as one who is unmarried, living at home, age 25 or under at the start of the academic term, and is claimed by the employee as an exemption for Federal Income Tax purposes. The University may require verification of dependency status.

**(a)** Dependent children shall be eligible to take credit courses required to fulfill the requirements for an Associate's, Bachelor's or Master's Degree.

**(b)** Each employee's dependent may receive only one Associate's, one Bachelor's and one Master's Degree. Tuition costs for courses required for any additional degrees will be the responsibility of the student.

**(c)** Tuition Assistance does not apply to noncredit courses.

Section 5. Part-time employees are eligible to participate under this plan but are eligible only for a fifty (50%) percent tuition reduction. All other conditions of this Article apply.

Section 6. Tuition Assistance does not apply to the College Horizons Program, Executive MBA, the Doctoral Program, Study Abroad, Study Away, other overseas programs, independent study, Online Consortium of Independent Colleges and Universities (OCICU), or any program which may require payments by the University for participation or other programs which may be excluded from Tuition Assistance as announced by the University from time to time. Individuals who pay the required costs of these programs, and successfully complete the program, shall receive appropriate credit toward their degrees. The intent of this provision is to exclude from the Tuition Assistance policy any program for which the University incurs incremental costs as a result of the student's participation.

Section 7. Application for Tuition Assistance must be made in writing on the form(s) prescribed by the University. Such completed and approved forms must be on file with the Department of Human Resources prior to the tuition due date; otherwise appropriate late penalties will apply.

Section 8. Only the tuition portion of the cost for attending classes will be waived; all other fees will be the responsibility of the employee, or the employee's eligible dependents or spouse.

Section 9. Eligible employees who terminate their employment for any reason, other than layoff, prior to the end of the academic term during which they or eligible family members are receiving tuition assistance, will be required to reimburse the University for the balance of the tuition due from the last day worked to the end of the academic term. Such tuition balance will be based upon the total cost prorated over the number of weeks in the academic term.

## **ARTICLE 18: NEW EMPLOYEES**

Section 1. The University shall provide the Union a monthly list of new employees in the bargaining unit with each employee's name, date of hire, salary, department, job title, job level, and home address.

Section 2. Each new employee will be told at the time of hire that the Union is the collective bargaining representative and will be told the name and department of the Union's Unit President.

## **ARTICLE 19: PROBATIONARY PERIOD**

The probationary period for each new employee hired after the effective date of this agreement shall be until the first scheduled workday following four (4) calendar months of service on the job. An employee's probationary period may be extended for an additional two (2) months by agreement between the University and the Union. The discharge of a probationary employee shall not be subject to the grievance and arbitration procedures included in this contract. When an employee successfully completes their probationary period, the employee's seniority shall be retroactive to their date of hire.

## **ARTICLE 20: FILLING VACANCIES**

Section 1. Before filling a vacancy on a permanent basis, the University will post a notice of the vacancy electronically on the Human Resources Intranet Page with email notification to the designated Union representative. The posting shall remain on the HR intranet page for a minimum of seven (7) calendar days. The notice shall include the job title, the grade level, the shift and hours, and the last day for submitting a bid. An employee who wishes to be considered shall submit their name in writing to the Department of Human Resources.

Section 2. If there is more than one qualified employee bidding for the job, the best qualified employee shall be selected. If two employees are equally well-qualified, the senior employee shall be selected. If no qualified employee bids for the job, the University may then fill the job from outside the bargaining unit.

Section 3. On a new job an employee shall serve a trial period ending on the first scheduled workday following three (3) calendar months of service on the new job. If the employee fails to perform the job satisfactorily after reasonable orientation during the trial period, the University shall return the employee to their former job, if available, or to an equivalent job at their former rate of pay. If neither the employee's former job nor an equivalent job is available, the employee shall have the option of exercising the bumping rights pursuant to Article 22, Layoffs.

Section 4. An employee's trial period may be extended for an additional one (1) calendar month by agreement of the Union and the University.

Section 5. An employee may submit a bid for a promotion as frequently as desired. After a voluntary transfer to a lower level or lateral level vacancy, an employee may not bid for another lower level or lateral level vacancy for twelve (12) months.

## Section 6.

(a) An employee who is at Step 11 or below, and who is selected to fill a vacancy in a job which is one level higher than the employee's then-existing job on Exhibit B, shall be placed on the same step in the higher level (e.g., from Step 3 on Level C to Step 3 on Level D).

(b) An employee who is at Step 11 or below, and who is selected to fill a vacancy in a job which is more than one level higher than the employee's then existing job on Exhibit B, shall be placed in the higher level at the step which is one step below the employee's then-existing step in the lower level (e.g., from Step 3 on Level C to Step 2 on Level E, or from Step 3 on Level C to Step 2 on Level F, as the case may be).

(c) An employee whose hourly rate exceeds Step 11, and who is selected to fill a vacancy in a job which is one level higher than the employee's then-existing job on Exhibit B, shall receive an increase equal to the difference between the Step 11 rates for the two levels involved (e.g., the difference between Step 11 on Level C and Step 11 on Level D).

(d) An employee whose hourly rate exceeds Step 11, and who is selected to fill a vacancy in a job which is more than one level higher than the employee's then-existing job on Exhibit B, shall receive an increase equal to the difference between the Step 11 rate of the employee's then existing job and the Step 10 rate for the employee's new job (e.g., the difference between Step 11 on Level C and Step 10 on Level E, or the difference between Step 11 on Level C and Step 10 on Level F, as the case may be).

## Section 7.

(a) An employee who is at Step 11 or below, and who is selected to fill a vacancy in a job which is in a level lower than the employee's then-existing job on Exhibit B, shall be placed on the same step in the lower level (e.g., from Step 3 on Level D to Step 3 on Level C).

(b) An employee whose hourly rate exceeds Step 11, and who is selected to fill a vacancy in a job which is in a level lower than the employee's then-existing job on Exhibit B, shall receive a decrease equal to the difference between the Step 11 rates for the two levels involved (e.g., the difference between Step 11 on Level D and Step 11 on Level C).

Section 8. An employee who is selected to fill a vacancy in a job in the same level shall receive no change of pay.

## **ARTICLE 21: TRANSFERS**

Section 1. An employee may be temporarily assigned to do work other than the employee's regular work under circumstances such as (1) to assist other employees with peak workloads or (2) to perform special tasks of limited duration. An employee who is temporarily assigned to work at a higher level than their regular job for five (5) consecutive workdays or more shall receive twenty dollars (\$20) per week for each level higher than her normal position. Increases for a part-time employee shall be prorated according to the hours they are normally scheduled to work. Temporary assignments shall not last in excess of six (6) months.

Section 2. An employee may be temporarily transferred to a vacant position as a result of circumstances such as (1) the absence of an employee on vacation, sick leave, or other leave of absence or (2) the transfer,

resignation or termination of an employee, until the vacancy is filled pursuant to Article 20, Filling Vacancies. An employee who is temporarily transferred to work at a higher level than their regular job for five (5) consecutive days or more shall receive twenty dollars (\$20) per week for each level higher than their normal position. Increases for a part-time employee shall be prorated according to the hours they are normally scheduled to work. Temporary transfers shall not last in excess of six (6) months.

Section 3. Should a member of the bargaining unit be temporarily assigned to an executive secretary position outside of the unit, such individual shall receive additional compensation commensurate with level F plus an additional twenty dollars (\$20) per week.

Section 4. The University shall make a reasonable effort to transfer or assign an employee temporarily without changing his/ hours.

Section 5. An employee may be transferred permanently only for work performance reasons which do not constitute just cause for discipline or termination. Work performance reasons shall include incompetence; inefficiency; incompatibility with supervisors, other employees, faculty or students; and similar reasons. The supervisor shall give the employee written notice of the reason and the corrective action needed. The employee shall be allowed at least two (2) weeks in which to take corrective action, which may be extended by mutual agreement. If an employee fails to correct the stated work performance reason, the employee shall be transferred to any vacant job that they are capable of performing. If there is no vacant job that the employee is capable of performing, they may be temporarily assigned to do any work they are capable of performing, without any loss of pay or benefits.

Section 6. An employee involuntarily transferred shall not lose the right to transfer laterally one time during the twelve (12)-month period described in Article 20, Section 5.

Section 7. An employee involuntarily transferred shall not suffer a loss of wages or benefits.

## **ARTICLE 22: LAYOFFS**

Section 1. No full-time employee shall be involuntarily laid off until the University has ceased utilizing contract employees, temporary employees, and probationary employees to do work which regular full-time employees are able to do.

Section 2. No part-time employee shall be involuntarily laid off until the University has ceased utilizing contract employees, temporary employees, and probationary employees to do work which regular part-time employees are able to do.

Section 3. A full-time employee whose position is abolished (or who is bumped by an employee pursuant to this section) shall have the option of being laid off or being transferred, without any reduction in pay rate, to the job of the junior most full-time bargaining unit employee whose job they are able to do within a reasonable period of time.

Section 4. Thereafter, the University shall have the right to transfer the employee to fill any vacancy in a higher-level full-time job the employee is able to perform within a reasonable period of time, as long as the employee is being paid more than the rate of the job they are then filling. Should the University elect to exercise this option, the employee shall have the right to choose between accepting the higher level position as offered or remaining in their current position.

- a. Should the employee choose to accept the higher level position and the pay level of the new position is equal to or lower than the pay level of the position from which the employee was originally transferred, their salary will remain the same.
- b. Should the employee choose to accept the higher level position and the pay level of the new position is greater than the pay level of the position from which the employee was originally transferred, their salary shall be increased based on the difference between the pay level of the job from which they were originally transferred and the pay level of the new position.
- c. Should the employee choose to remain in the employee's current position their salary shall be reduced based on the difference between the pay level of the job from which they were originally transferred and the pay level of their current position.

Section 5. A part-time employee whose position is abolished (or who is bumped by an employee pursuant to this section), shall have the option of being laid off or being transferred, without any reduction in pay rate, to the job of the junior most part-time bargaining unit employee whose job they are able to do within a reasonable period of time.

Section 6. Thereafter, the University shall have the right to transfer the employee to fill any vacancy in a higher-level, part-time job the employee is able to perform within a reasonable period of time, as long as the employee is being paid more than the rate of the job they are then filling. Should the University elect to exercise this option, the employee shall have the right to choose between accepting the higher level position as offered or remaining in their current position.

- a. Should the employee choose to accept the higher level position and the pay level of the new position is equal to or lower than the pay level of the position from which the employee was originally transferred, their salary will remain the same.
- b. Should the employee choose to accept the higher level position and the pay level of the new position is greater than the pay level of the position from which the employee was originally transferred, their salary shall be increased based on the difference between the pay level of the job from which they were originally transferred and the pay level of the new position.
- c. Should the employee choose to remain in the employee's current position their salary shall be reduced based on the difference between the pay level of the job from which the employee was originally transferred and the pay level of their current position.

Section 7. If a position is reduced in hours on a permanent basis, the employee in this position shall have the option of continuing in the position at the reduced hours or of exercising their rights as provided in Section 3 or Section 5 of this Article.

Section 8. In the event of an involuntary layoff, the employee, at the discretion of Human Resources, shall be given either two (2) weeks' notice of layoff or two (2) weeks' pay in lieu thereof.

Section 9. In the event of layoff, the University shall continue current medical coverage, at no cost to the employee, until the end of the month following the month in which the last day of work occurred.

Section 10. Employees who are laid off under this Article shall have the right to be recalled to open positions within the University as follows:

- a) The University shall maintain a recall list of laid-off employees with seniority. Employees shall remain on the recall list for a time period equal to one-half (1/2) of their seniority to a maximum of twenty-four(24) months.
- b) A copy of all job postings for Local 1222 positions will be mailed to each laid-off employee on the recall list. This notice will be mailed to the address of record on file with the Department of Human Resources.
- c) The laid-off employee must verbally notify the Department of Human Resources of their desire to bid for any opening, prior to the closing date of the posting. Subsequently, a written bid must be submitted to the Department of Human Resources prior to the employee being considered for the position.
- d) In the event that no qualified bidder is identified, the University reserves the right to consider the qualifications of all laid-off employees in filling open positions whether a formal bid is received or not.
- e) An individual will be removed from the recall list should such individual refuse to accept an offered position which is at the same level or a higher level than their position at the time of layoff.
- f) Should an employee accept a higher level position and is then unable to perform that job, they shall revert to layoff status and be returned to the recall list. Recall rights shall be based on the original date of layoff if the employee remained in their recalled position for less than 60 calendar days. Should the employee remain in their recalled position for 60 or more calendar days, recall rights shall be based on the last date of latest service.

Section 11. If a position is reduced in hours on a temporary basis, not to exceed four (4) consecutive weeks, Sections 1 through 6 of this Article do not apply. The University may offer the individual the opportunity to make up lost hours in another department. Benefits and seniority shall continue for the duration of this temporary reduction in hours.

Section 12. If an individual is laid off on a temporary basis, not to exceed four (4) consecutive weeks, Sections 1 through 6 of this Article do not apply. Benefits and seniority shall continue for the duration of this temporary layoff.

## **ARTICLE 23: CONTRACTING OUT**

Section 1. The University shall continue to use bargaining unit employees to perform bargaining unit work to the same extent that they have performed that work in the past.

Section 2. Should a temporary opening of not more than six (6) months occur, the University shall not utilize the services of an outside agency until all qualified employees on the Recall List have been offered

the opportunity to fill the temporary opening. An employee on the recall list shall not be penalized in any way if they refuse such an offer.

#### **ARTICLE 24: TEMPORARY EMPLOYEES**

Section 1. Temporary employees may be hired for a period of no more than six (6) months, except that the University and the Union may agree to a longer period of temporary employment. If the employee temporarily works longer than six (6) months, he or she shall become a member of the bargaining unit, except when mutually agreed. Temporary employees may be hired in order to fill the following needs:

- (a) a vacancy caused by the authorized leave of absence or sick leave of an employee or
- (b) a vacancy pending the permanent filling of such vacancy or
- (c) any legitimate business purpose that is not intended to replace permanent positions in the bargaining unit.

Section 2. If a temporary employee enters the bargaining unit and successfully completes a probationary period, they shall be given seniority retroactive to the employee's original employment date if there has been no break in service.

#### **ARTICLE 25: JUST CAUSE**

Section 1. The University retains the right to discharge or otherwise discipline employees for just cause.

Section 2. The Union President and the Union's Chief Unit Officer will be given a copy of all written warnings or notices of suspension or discharge.

#### **ARTICLE 26: NON-DISCRIMINATION**

Section 1. In compliance with applicable federal and state statutes, the University of New Haven is committed to equal access in employment opportunities for all applicants, regardless of race, color, disability, religion, gender, gender identity or expression, national origin, ancestry, age, sexual orientation, marital status, genetic information, veteran status, or any other criteria protected by law. Benefits, privileges, and opportunities offered by the University are available to all employees on a nondiscriminatory basis in accordance with federal and state statutes. Allegations of discrimination in these and other areas may be brought to the attention of the University's most senior Human Resources representative.

Section 2. The University affirms its commitment to Affirmative Action and Equal Opportunity.

#### **ARTICLE 27: SEXUAL HARASSMENT**

Section 1. The University and the Union recognize that no employee shall be subjected to sexual harassment, defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition

of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. The University agrees to post or distribute in each building where employees work a statement of commitment to this principle.

Section 2. In the case of sexual harassment, an employee may pursue the grievance process for redress. Grievances under this Article may be processed in an expedited manner. If the grievance is settled and the grievant does not wish to remain in their job, the grievant shall have the right to transfer to an equivalent position at the same salary and grade as soon as a vacancy exists, without regard to seniority.

## **ARTICLE 28: HEALTH AND SAFETY**

Section 1. The University agrees to maintain a safe and healthy working environment at all times, and the Union agrees to cooperate with the University in that regard. The University shall comply with all applicable Federal and State health and safety laws and regulations.

Section 2. One (1) member of the bargaining unit shall be designated by the Union to serve on the Health and Safety Committee, which shall meet not less than quarterly. Should the membership of the Safety Committee exceed a total of 15, the Union will be entitled to two (2) representatives.

Section 3. Should the Administration reject or fail to respond to, within fourteen (14) calendar days of receipt, a written recommendation by the Health and Safety Committee, which

- a. was based on a safety or health concern, and
- b. involves one or more bargaining unit members, and
- c. was brought to the committee by a member as defined in Section 2 of this Article,

then the Union reserves the right to submit the reasonableness of the recommendation to the grievance procedure within fourteen (14) calendar days.

Section 4. In the event that working conditions in a department become unbearable due to extreme heat or cold, the Supervisor shall contact the Officer responsible for such department to receive permission to relocate the employees affected to a more suitable location within the University. Requests shall not unreasonably be denied.

Section 5. An employee who is uncomfortable working alone in a building during the period between Christmas and New Year's may request a temporary relocation, which request will not be unreasonably denied.

Section 6. Employees may bring concerns about a potential health or safety problem affecting members of the bargaining unit to the Health and Safety Committee. No employee will be subject to discipline based on a good faith report to the Health and Safety Committee.



## **ARTICLE 29: INCLEMENT WEATHER**

Section 1. The University may choose to revert to on-line instruction due to extreme weather or other hazardous conditions. Employees shall receive their normal compensation for those days that the University is closed.

Section 2. Should severe weather or other conditions develop during working hours, the University may make the decision to close, with no loss of pay or employee leave time for those employees who were at their workstation at the time of the closing. The University will devise a system of communication to ensure that all departments are notified in a timely manner of closing or curtailment of operations. In the event that the University makes a decision to close at or before 9:30 A.M., employees who are not at their work station at the time of closing will suffer no loss of pay or leave time.

Section 3. Reasonable tardiness, not to exceed one (1) hour, will be excused for those employees who report to work when the University is closed due to inclement weather. This clause will not apply when a delayed opening is announced.

Section 4. In the absence of a University decision to release employees early, an employee may elect to use personal leave, vacation time, or leave without pay with the approval of their supervisor. In the event of a denial, the employee may appeal to the Director of Human Resources. No request shall unreasonably be denied.

## **ARTICLE 30: ON-THE-JOB INJURIES**

Section 1. An employee injured while at work shall report the injury to their supervisor as soon as possible and will promptly file an accident report with the Department of Human Resources, a copy of which will be given to the Union.

Section 2. Employees may use sick time for the first three (3) days of absence due to an on-the-job injury. Employees may also use available sick time to make up the difference between the payment from Worker's Compensation and their normal wages.

Section 3. Employees without sick days may borrow from future accrual, and if an employee leaves the University before replacement of this advance leave, the employee will reimburse the University the value of this advanced leave.

## **ARTICLE 31: UNIT OFFICER/STEWARDS**

Section 1. The University will recognize a total of six (6) Unit Officers and/or Stewards in any combination thereof to be duly appointed by the Union. The Union will furnish the University with an updated list of the Unit Officers and Stewards and the areas that they represent. Unit Officers and Stewards shall represent the Union in the investigation and processing of grievances under this agreement. The Union agrees to provide the University with the names of those Unit Officers and/or Stewards on a regular basis.

Section 2. Unit Officers or Stewards shall request permission from their supervisor in order to leave the work station to perform their duties as a Unit Officer or Steward.

Section 3. Unit Officers and Stewards, before entering a work area other than their own to carry out their duties as a Unit Officer or Steward, shall notify the supervisor of that area of their presence.

Section 4. No deduction of pay shall be made for Unit Officers and Stewards for reasonable time spent in grievance meetings or discussions with University representatives. In the event of an Arbitration hearing pertaining specifically to this Agreement, no deduction of pay shall be made for the Chief Unit Officer and one (1) additional Unit Officer or Steward for actual time spent attending this arbitration hearing.

### **ARTICLE 32: UNION ACTIVITY**

Section 1. An authorized representative of the Union shall have access to University property at reasonable times and in reasonable places during working hours to investigate grievances or to insure compliance with this agreement. The representative shall provide notice to the Director of Human Resources prior to such access.

Section 2. The University shall provide for use by the Union a bulletin board in the Library, Maxcy Hall, the Student Services and Administration Building (SSAB), the Southeastern Building, Dodds Hall, the Gate House, and Security. Posting of any and all union literature, postings, notices, etc. shall be limited to the seven (7) union bulletin boards, as provided for in this Article.

Section 3. The Union shall be permitted to use the facilities of the University for bargaining unit meetings on the same basis as other members of the University community without disruption of University business and with advance notice. Employees shall be permitted to attend one Union meeting annually, not to exceed one hour's duration, during working hours and without pay. The University shall allow any such employee to make up the time lost in attendance at the Union meeting.

Section 4. The University shall reproduce this agreement and provide each present and new employee with a copy.

Section 5. The University shall grant unpaid leaves of absence for employees to attend Union functions, so long as the absence is requested in writing and approved in advance by the immediate supervisor and will not unreasonably interfere with essential University activities.

### **ARTICLE 33: UNION SECURITY**

Section 1. The University agrees to make weekly deductions of Union dues and fees for any employee submitting a signed authorization form to the University and to pay over to the Union the total amount. These transmittals shall occur monthly and shall be accompanied by a list of the names, addresses, and social security numbers of those employees for whom such deductions have been made and the amount deducted for each such employee on forms provided by the Union.

Section 2. All members of the bargaining unit are eligible to become members of the Union. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither

party shall exert any pressure on nor discriminate against an employee in regard to such matters. Whether or not they become members of the Union, however, all employees in the bargaining unit are required as a condition of employment by the University to pay to the Union an agency fee, subject to the requirements of applicable law, in an amount equal to Union dues and to the Union's initiation fee, except as provided below. It is the responsibility of the Union to notify the University of noncompliance with the terms of this Section for the purposes of terminating said employee.

Section 3. The Union will be responsible for notifying the Employer of any change in the rate of dues and/or initiation fees levied by the Union at least fifteen (15) days in advance. The authorized change in deductions will be made by the Employer in the month following in which the Employer receives written notice of the change from the Union.

#### **ARTICLE 34: SERVICE AND SENIORITY**

Section 1. Service shall be defined as the length of continuous service, whether part-time or full-time, without a break with the University. Service shall be used to determine eligibility in the job-bidding procedure.

Section 2. Seniority shall be defined as the length of continuous service without a break with the University, but seniority will be adjusted to reflect part-time vs. full-time service, leaves of absences, lack of work, sick leave in excess of 180 days, Long Term Disability. Seniority shall be used to determine eligibility for vacations, personal days, and sick days.

Section 3. No employee shall acquire seniority or service until satisfactorily completing their probationary period, at which time both seniority and service shall commence from the date of hire.

Section 4. Notwithstanding any of the other provisions of this Article, all seniority and service rights and other rights under this agreement shall be lost if any of the following occur:

- (a) an employee quits of their own accord,
- (b) an employee is discharged,
- (c) an employee on layoff fails to return to work within fourteen (14) calendar days after notice of their selection to fill a vacancy has been sent to the address on record with the Department of Human Resources,
- (d) an employee is absent from the payroll due to a layoff for a period of time longer than allowed for in Article 22, or
- (e) an employee retires.

Section 5. The University shall supply the Union with a copy of the seniority list upon written request not to exceed once per calendar quarter.

## **ARTICLE 35: PERSONNEL RECORDS**

## **ARTICLE 36: MANAGEMENT RIGHTS**

Section 1. Except as modified or abridged in this Agreement, the University retains all rights and authority to manage the University, set its direction, and direct its workforce; including but not limited to the right to hire, discharge, lay off employees, assign work, establish job qualifications, determine the number of employees needed, schedule hours of work, and to extend, limit or curtail its operations.

Section 2. The University may establish reasonable rules in its direction of the workforce, provided such rules are not in conflict with this Agreement.

## **ARTICLE 37: GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as a dispute between the University and an employee or between the University and the Union, involving the interpretation or application of the specific provisions of this Agreement.

Section 2. Any grievance arising between the University and the employee shall be settled in the following manner:

Step 1: The employee will present a written grievance to and discuss it with their immediate supervisor, with a Unit Officer or Steward present, if requested, within fourteen (14) calendar days after the occurrence of the incident giving rise to the grievance.

Step 2: If a satisfactory settlement in Step 1 is not reached within ten (10) working days of this meeting, the employee, or the Unit Officer or Steward, shall within five (5) working days thereafter submit the grievance in writing, with a copy to the Department of Human Resources, on a form prescribed by the University to the next level supervisor, unless such level is the President or a Vice-President of the University, in which case the grievance must be submitted, in writing, at Step 3. The next-level supervisor shall discuss the grievance with the employee, and if the latter requests, with the employee's Unit Officer or Steward.

Step 3: If a satisfactory settlement in Step 2 is not reached within five (5) working days of this meeting, the employee shall within ten (10) working days thereafter submit the written grievance to the Vice President Human Resources. The Vice President Human Resources, or the designated representative of the Vice President Human Resources, will promptly discuss the grievance with the employee, and the employee's Unit Officer or Steward, if requested, and the immediate supervisor of the employee and will give the employee, the Union Representative, and the Unit Officer or Steward, if present, the University's final answer within fourteen (14) calendar days after the discussion.

Section 3. A grievance may be started in writing at Step 3 if it involves a matter of an emergency nature, a suspension, or a discharge.

Section 4. Grievance meetings or discussions will be held at times which least interfere with efficient activities and work schedules.

Section 5. Any of the time limits may be extended by mutual agreement.

Section 6. Failure of the University representative to act within the specified time period will be deemed to be a denial of the grievance. Failure of a grievant or the Union to act within the specified time period shall be deemed to be a settlement of the grievance.

Section 7. No grievance may be filed after the expiration of this Agreement.

Section 8. If a satisfactory settlement is not reached in Step 3, the University or the Union may appeal the matter to arbitration within fourteen (14) calendar days of the receipt of the University's final answer. If appeal is not made within this time, the matter will be considered permanently settled on the basis of the University's final answer.

Arbitration shall be held pursuant to the rules of the American Arbitration Association. The parties shall share equally the Arbitrator's fees and expenses. Each party shall bear the expense of its own witnesses and advocates. The University shall pay one grievant, if such grievant is still employed by the University at the time of the arbitration, the Chief Steward, and one additional steward per arbitration for all time spent attending the Arbitration hearing.

The decision of the Arbitrator shall be final and binding upon the parties except that under no circumstances shall the Arbitrator have the authority to add to, modify, or amend the provisions of this Agreement.

Section 9: A Labor Relations Representative of the Union, and a representative of the University's Human Resource Department, shall be entitled to participate at each step of the Grievance Procedure. The Union shall notify the Human Resources Department if a Labor Relations Representative of the Union intends to be present at any step in advance of the step meeting.

#### **ARTICLE 38: STRIKES OR LOCKOUTS**

Section 1. No employee shall engage in any strike, walk-out or slowdown. The Union will not call or support any strike, walk-out, or slowdown by any employees.

Section 2. The University shall not lock out any employees.

#### **ARTICLE 39: SEVERABILITY**

If any provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet to negotiate any new provisions in substitution for the invalid provision.

**ARTICLE 40: ZIPPER CLAUSE**

Section 1. The parties recognize that prior to September 15, 1988, various University departments may have arrangements not addressed by this collective bargaining agreement. The parties agree on the general principle that such individual arrangements will continue provided that such arrangements do not interfere with the operations of the department or violate the provisions of this Agreement. It is understood that nothing shall require that such practices be the same in all departments.

Section 2. The parties further agree that past practices and policies not addressed by this Agreement, whether by specific language or by intent, are not subject to the arbitration procedure.

**ARTICLE 41: MISCELLANEOUS**

The University shall, upon proof of purchase of safety shoes, provide a shoe allowance to mailroom employees in the amount of \$130.00 once every 12 months; provided that such shoes shall be worn by employees receiving the shoe allowance. As soon as reasonably practicable following the execution of this Agreement, the University shall further provide mail room employees with rain gear consistent with the gear furnished to the University's facilities employees, training on proper lifting of heavy items, and protective gear for handling boxes containing hazardous materials when needed.

**ARTICLE 42: DURATION**

Except where otherwise provided herein, this Agreement shall be in full force and effect from the date of ratification by the bargaining unit to August 31, 2024.



**EXHIBIT A - LEVELS AND CLASSIFICATIONS**

| Level | Job Classification  |
|-------|---|
| C     | Library Clerk II<br>Mail Receiving Clerk  |
| D     | Administrative Secretary I<br>Administrative Clerk III<br>Duplication Clerk   |
| E     | Administrative Clerk IV<br>Administrative Secretary II<br>Accounts Clerk II<br>Library Technical Assistant<br>Data Communications Specialist<br>Student Accounts Assistant II |
| F     | Accounts Clerk III<br>Administrative Coordinator I<br>Executive Secretary<br>Student Accounts Assistant III   |
| G     | Administrative Coordinator II   |



## Clerical Union Wage Step Scale

| Year 1 | Effective<br>9/6/2021 | Exhibit B-1 |        |        |        |
|--------|-----------------------|-------------|--------|--------|--------|
| Level  | STEP 1                | STEP 2      | STEP 3 | STEP 4 | STEP 5 |
| C      | 18.70                 | 19.13       | 19.54  | 19.98  | 20.43  |
| D      | 19.89                 | 20.34       | 20.79  | 21.26  | 21.74  |
| E      | 21.09                 | 21.57       | 22.05  | 22.56  | 23.06  |
| F      | 21.94                 | 22.44       | 22.94  | 23.46  | 23.99  |
| G      | 23.58                 | 24.11       | 24.65  | 25.21  | 25.78  |

| Year 2 | Effective<br>9/5/2022 | Exhibit B-2 |        |        |        |
|--------|-----------------------|-------------|--------|--------|--------|
| Level  | STEP 1                | STEP 2      | STEP 3 | STEP 4 | STEP 5 |
| C      | 19.07                 | 19.51       | 19.93  | 20.38  | 20.84  |
| D      | 20.29                 | 20.75       | 21.20  | 21.68  | 22.17  |
| E      | 21.51                 | 22.00       | 22.49  | 23.01  | 23.52  |
| F      | 22.38                 | 22.89       | 23.40  | 23.93  | 24.47  |
| G      | 24.05                 | 24.59       | 25.15  | 25.72  | 26.29  |

| Year 3 | Effective<br>9/4/2023 | Exhibit B-2 |        |        |        |
|--------|-----------------------|-------------|--------|--------|--------|
| Level  | STEP 1                | STEP 2      | STEP 3 | STEP 4 | STEP 5 |
| C      | 19.40                 | 19.85       | 20.28  | 20.74  | 21.20  |
| D      | 20.64                 | 21.11       | 21.57  | 22.06  | 22.56  |
| E      | 21.89                 | 22.39       | 22.88  | 23.42  | 23.94  |
| F      | 22.77                 | 23.29       | 23.81  | 24.35  | 24.90  |
| G      | 24.47                 | 25.02       | 25.59  | 26.17  | 26.75  |