

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*



University of  
New Haven

*and the*



**UNITED PROFESSIONAL & SERVICE EMPLOYEES  
UNION, LOCAL 1222, UNIT 4**  
*UNH Facilities Employees*

**July 1, 2020 – June 30, 2023**

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This Agreement, by and between the University of New Haven, hereinafter referred to as the Employer, and United Professional & Service Employees Union (UPSEU), Local 1222, Unit 4, UNH Buildings and Grounds, hereinafter referred to as the Union, shall be binding on both parties hereto, until terminated or amended as hereinafter provided.

#### **ARTICLE 1: RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative in matters pertaining to hours of work, wages and working conditions of all full-time and regular part-time maintenance employees employed by the Employer at its West Haven, Connecticut location, but excluding all office clerical employees, guards and supervisors as defined in the Act.

#### **ARTICLE 2: UNION SECURITY**

- A. All present employees who are members of the Union on the effective date of this subsection or on the date of execution of the Agreement, whichever is the later, shall remain members of the Union in good standing, to the extent of paying the initiation fee and periodic dues uniformly required, as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing, to the extent of paying the initiation fee and periodic dues uniformly required, as a condition of employment, on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain Union membership in good standing to the extent of paying the initiation fee and periodic dues uniformly required shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.
- B. The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fee and periodic dues of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions monthly. No such deduction shall be made unless the Employer is furnished written authorization to do so by the employee. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on payroll during the week in which the deduction is made, the employee must make arrangements with the Union to pay such dues in advance.
- C. The Union agrees to indemnify and hold harmless the Employer from any and all claims of any kind or nature made against it for any reason by an employee, or group of employees, because of action taken by the Employer under the provisions of this Article.

**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. The parties agree that this provision shall not be grievable under Article 10 of this Agreement.

**ARTICLE 4: MANAGEMENT RIGHTS**

- A. The Union recognizes that the management of the University and the direction of the working forces are vested exclusively in the management and administration of the University, and this shall include, but not be limited to, the right to hire, demote and promote, discharge, release and lay off employees, to subcontract work, to assign work, to transfer employees from one job to another within the bargaining unit, to determine classifications and define the duties thereof, to establish and maintain job qualifications, to determine the number of employees needed, to schedule the hours of work, to sell, lease or otherwise dispose of any part of its facilities and/or other equipment, to determine the extent to which facilities and equipment shall be operated, to extend, limit or curtail its operations and to adopt and enforce any Employer rules which are not in direct conflict with the specific provisions of the Agreement. It is specifically agreed that the enumeration of certain management prerogatives listed above shall not be deemed to exclude other management prerogatives not specifically enumerated above, and it is specifically agreed that all of the rights, powers, or authority vested in the Employer, except those specifically abridged, delegated, deleted, or modified by the express terms of this Agreement, are retained by the Employer.
- B. Should the Employer desire to create a new job classification within the bargaining unit, the Employer shall notify the Union in regard to such new classification prior to its implementation, and upon request bargain with the Union concerning its impact.

**ARTICLE 5: HOURS OF WORK AND OVERTIME**

- A. For payroll purposes the "work week" shall start on Monday and end on Sunday. Full-time employees shall be defined as those who are scheduled to normally work a minimum of 30 hours but not more than 40 hours per week. Part-time employees shall be defined as those who are scheduled normally to work up to a maximum of 29 hours per week.
- B. A "workday" shall begin at the established start of an individual's shift.
- C. A "shift" shall be the hours during which an employee is scheduled to work. The shift schedules shall be posted by the Employer upon the bulletin board.
- D. Any employee whose hours are designated as "second shift" by the University shall receive a shift differential of one dollar and twenty cents (\$1.20) per hour for all hours worked. Any employee whose hours are designated as "third shift" by the University shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked. Overtime premium of one and one-half times (1½) of the shift differential shall be paid for all hours

worked over eight (8) in one day or over forty (40) in one week.

1. First shift employees who work six (6) consecutive hours on the second or third shift shall be paid the applicable shift differential for such hours.
  2. Second shift employees who work six (6) consecutive hours on the third shift shall be paid the third shift differential for such third shift hours.
  3. Second and third shift employees who work the first shift shall be paid their applicable shift differential for such first shift hours.
- E. Normal working hours in any one workday shall not be in excess of 8, and normal working hours in any one work week shall not be in excess of 40. To allow for occasional and unforeseen tardiness, the University will not deduct wages from the employee's pay for the first 7 minutes of such tardiness not to exceed three occurrences per calendar year (provided that tardiness due to a snowstorm shall not be included in the three-incident limit). In the event that an employee is continuously tardy, he/she will be subject to standard disciplinary attendance action and their pay shall be affected accordingly.
- F. Any employee shall be compensated at the rate of one and one-half times their basic rate of pay for all time worked:
- a. In excess of 8 hours in any one workday; or
  - b. In excess of 40 hours in any one work week.
- G. An employee who works on a Sunday (i.e., 12:00 a.m. Sunday to 11:59 p.m. Sunday), which Sunday hours are not part of their normal daily work shift, shall be compensated at two (2) times their normal hourly rate for all hours worked on Sunday. If an employee's normal daily Sunday duties extend beyond the end of their normal work shift he shall be compensated at two (2) times their normal hourly rate for all hours worked beyond the end of their normal Sunday work shift.
- H. An employee who is scheduled to work overtime on Saturday shall be guaranteed at least four (4) hours of work on that Saturday, commencing with the scheduled start time.
- I. Overtime calculations will be based on recorded time worked plus paid holidays and vacation time.
- J. Overtime pay will be calculated on an employee's regular rate of pay excluding any premiums which might apply.
- K. Overtime work must be authorized in advance by a supervisor or designee, except in the case of an emergency.
- L. The Employer shall have the right to require employees to work overtime as might be required. Whenever possible, the Employer will provide reasonable notice. In the event that an employee is required to work overtime:

1. The employee will be given 24 hours or 1 workday notice.
2. The Employer will assign the mandated overtime beginning with the least senior employee and rotating thereafter until all employees have been mandated, at which point the rotation will begin again.
3. Mandated overtime will not be charged toward overtime calculations.
4. Employees may arrange to swap mandated overtime assignments with another employee upon advance notice to and approval by supervisor; such requests shall not unreasonably be denied.
5. The following shall constitute acceptable reasons to be excused from a mandatory overtime assignment:
  - a) Previously scheduled and documented travel plans, and previously scheduled and paid tickets for an event.
  - b) The employee's wedding anniversary, the birthday of the employee's spouse or child aged 18 or less, and the graduation of the employee's child.
  - c) Lack of childcare coverage for the employee's legal dependent under the age of 13.

An employee may be excused from mandatory overtime up to three times per year for the above reasons.

Notwithstanding anything to the contrary in this subsection 5, an employee offering one of the foregoing reasons to be excused from overtime may nonetheless be mandated to work the overtime assignment if he/she is unable to find someone to volunteer or there is no other employee available in the rotation to assume the assignment based on the excuses in the aforementioned list.

M. Shifts and Schedules

1. Subject to the provisions of sections 3 and 4 below, the normal starting and ending times of the Employer's three shifts shall be as follows:

<u>First Shift:</u>	6:00 a.m. to 2:30 p.m.
	7:00 a.m. to 3:30 p.m.

<u>Second Shift:</u>	2:00 p.m. to 10:30 p.m.
	3:00 p.m. to 11:30 p.m.

<u>Third Shift:</u>	10:30 p.m. to 7:00 a.m.
	11:00 p.m. to 7:30 a.m.

2. The normal work week for full-time employees shall be five consecutive days, followed by two consecutive days off. The normal work week for part-time employees shall be no more than 5 consecutive days, followed by two consecutive days off.
3. Newly hired employees may be assigned to shifts beginning and ending at times other than those specified in subsection 1 above. The Employer shall notify the Union in writing of any shift that does not conform to subsection 1, it being understood that such schedules will conform to subsection 2.

4. The Employer has the right to establish, change, or modify the work schedule and starting time. The Employer will negotiate with the Union the impact of any changes in the standard daily or weekly work schedules; provided that changes of one hour or less may be made by the Employer without any such negotiations with the Union. The Employer shall notify the Union in writing of such change, and such changes shall not be made on a daily basis for the purpose of avoiding the payment of overtime to the employee whose schedule is changed.
5. Employees shall have the opportunity to bid on open positions within their classification on the first, second and third shift. Such positions shall be assigned to bidders in order of seniority, with preference being given to the desires of a senior bidder over those of a more junior bidder. Male employees shall not be eligible to bid on custodial positions in residence halls where a female custodian is required, and vice versa.
6. In the event a position is not filled through the bidding process described above, the University shall fill the position(s) in reverse order of seniority by assigning the least senior employees in the same classification to the unfilled position(s). In the event an employee so assigned is unable to work the assigned shift, he/she shall be laid off and shall be subject to recall in accordance with the provisions of Article 12. Employees reassigned pursuant to this procedure shall not be subject to re-assignment for a period of twelve months.
7. Temporary transfer to another shift during the summer months shall be on a voluntary basis. The Employer will announce whether such temporary transfers will be offered by April 1<sup>st</sup> of each year.
8. In the event an employee is unable to work his regularly scheduled shift, he shall be allowed to arrange with another employee to swap his shift with that employee, upon three days prior notice to management, up to a maximum of two (2) times per year. If the employee requesting the swap is on the 2<sup>nd</sup> or 3<sup>rd</sup> shift, the employee agreeing to take their shift will be paid the differential for the shift worked. If the employee requesting the swap is on the 1<sup>st</sup> shift, an employee on the 2<sup>nd</sup> or 3<sup>rd</sup> shift accepting the swap will retain the differential he or she otherwise would have been paid on their regular shift. In the absence of documented mitigating circumstances, an employee who fails to work the shift as scheduled will lose the privilege to swap shifts for a period of twelve (12) months. Mitigating circumstances shall be of a serious nature, and shall include, for example, the documented hospitalization of the employee, the employee's spouse, child or parent, or a documented car accident or breakdown on the way to work.
- N. Employees called in for an emergency are to be guaranteed the greater of four (4) hours work or four (4) hours pay, at their normal hourly rate.
- O. Any Employee who is called or is scheduled to start work prior to the start of his regular shift for the purpose of snow/ice removal shall be compensated at one and one-half (1½ ) times their normal hourly rate for all hours worked prior to the start of their regular shift regardless of the number of normally scheduled hours the employee works on that day.
- P. Employees who are scheduled for "Boiler Watch Duty" will be guaranteed the greater of time worked at one-and-one-half (1½ ) times their normal hourly rate or four (4) hours pay at



one-and-one half (1½) times their normal hourly rate. Double time shall apply for Sunday "Boiler Watch".

- Q. The University shall attempt to equalize the distribution of scheduled overtime by rotating such overtime assignments within each job classification. Scheduled overtime assignments shall be posted in advance. Should an employee feel that such overtime is not being assigned equitably, he shall notify his immediate supervisor within three (3) working days of such posting. The immediate supervisor shall review the assignment and make adjustments if appropriate.
- R. Employees must account for all hours scheduled to work and may not take unpaid time until all the employee's entitlements (sick, vacation and personal) are exhausted. This provision shall not apply to a personal leave of absence approved pursuant to Article 20.

#### **ARTICLE 6: REST AND LUNCH PERIODS**

- A. The Employer will provide two paid rest periods of 15 minutes each during the daily work schedule. It shall be the prerogative of the Employer to designate the precise times that rest periods shall be taken.
- B. A one-half hour (30 minute) unpaid lunch period shall be scheduled during each shift at a time designated by the Employer. The lunch period shall be exclusive of the normal 8-hour workday. During their normal work week, employees shall punch out at the beginning of the scheduled lunch period and punch in at the end of the lunch period. Employees who receive a paid lunch break in connection with special events and/or weekend work outside their normal work week are not subject to the foregoing requirement; provided however that in all circumstances employees who leave the campus during a lunch period shall punch out before their departure.

#### **ARTICLE 7: NO STRIKES, NO LOCKOUTS**

- A. No Strike - No Lockout Provision. It is the intention of the parties to adjust any and all claims, disputes or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, sympathy strike, walkout, lockout, sickout, slowdown, or other interference with or curtailment of production of any kind.
- B. Picket Lines. During the life of this Agreement, a refusal by an employee or employees to cross a picket line at the University established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Section A.
- C. Employer Remedies Against Union and Union Remedies Against Employer. In the event of a violation of Section A or Section B, the Employer or the Union need not utilize the grievance procedures set forth in this Agreement but may resort to such legal remedies as it sees fit with respect to such violation. Such legal remedies may include, but are not limited to, suits for injunctions and suits for damages. However, the Employer or the Union may if it so desires, utilize the grievance procedure in this Agreement with respect to such violations of Section A or Section B.

- D. Additional Consequence. In addition to the above, an employee or group of employees who violate the provisions of Section A or Section B, or who individually or in concert refuse to cross a picket line at the University established by the Union or established by any other labor organization or established by any other group, shall be deemed to have quit their employment. If such an employee or group of employees is reemployed by the Employer, such reemployment shall be without restoration of any benefits.

#### **ARTICLE 8: JOB STEWARDS**

- A. The Union shall be permitted to appoint five (5) job stewards/Unit Officers and one alternate from the bargaining unit sufficient to represent the job classifications covered by this Agreement. The Union shall ensure that each shift is represented among the five stewards, and that there be at least one Custodian, one Laborer, and one Mechanic among the five stewards.
- B. The duties of the job stewards and alternate shall be limited to the investigation, presentation, and processing of grievances with the designated representatives of the Employer.
- C. In an emergency, prior to leaving their regular work and workstation to perform the duties of job steward or alternate, the employee shall secure the permission of their supervisor. The job steward or alternate shall report to their supervisor both at the time they leave their regular work and workstation and at the time he or she returns to their regular work and workstation upon the completion of job steward duties.
- D. In an emergency, when the Unit President or alternate must enter an area supervised by a supervisor other than their own in connection with job steward duties the job steward or alternate will inform the supervisor of that area of their presence and must have the permission of that supervisor before speaking with or otherwise conducting union business with another employee in that area.
- E. No deduction of pay shall be made for Unit Officers and Stewards for necessary and 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, if necessary, for actual time spent attending this arbitration hearing.
- F. The University shall grant two days of unpaid leave annually to two Unit Officers and/or Stewards for the purpose of conducting Union business.

#### **ARTICLE 9: DISCIPLINE**

- A. The Employer retains the sole right to discharge or otherwise discipline employees for just cause.
- B. All suspensions and discharges must be stated in writing with the reason given and a copy provided to the employee at the time of suspension or discharge. A copy shall also be

forwarded to the Union and the Unit President at the time it is provided to the employee.

- C. It is agreed that the University shall not, in disciplinary procedures, utilize written warnings which are over two (2) years old and shall discard them when such written warnings are identified as being present in an individual's file.

#### **ARTICLE 10: GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a dispute between the Employer and an employee represented by the Union or between the Employer and the Union, with respect to the interpretation or application of the specific provisions of this Agreement.

- B. Any grievance arising between the Employer and an employee represented by the Union shall be settled in the following manner:

STEP 1 The employee will present a written grievance to and discuss it with their immediate supervisor within seven (7) calendar days after the occurrence of the incident giving rise to the grievance. The immediate supervisor shall respond within four (4) calendar days of the meeting.

STEP 2 If a satisfactory settlement in Step 1 is not reached, the employee shall submit their grievance in writing on a form to be agreed upon by the Employer and the Union to the Director of Facilities within seven (7) calendar days from the date of the supervisor's answer in Step 1. A copy of the grievance shall be sent to the Director of Human Resources. The Director of Facilities, or their designee will discuss the grievance with the employee and, if the latter requests, with the employee's steward. The Director of Facilities, or their designee, shall respond in writing within seven (7) calendar days of the meeting.

STEP 3 If a satisfactory settlement is not reached in Step 2, the employee, or if the employee requests, the Unit Officer will then submit the grievance to the Director of Human Resources within seven (7) calendar days of the Director of Facilities' answer in Step 2. The Director of Human Resources will forward the grievance to the Vice President for Facilities or their designee. The Vice President for Facilities or the designee will discuss the grievance with the employee and with the Unit Officer if present. The Vice President for Facilities or the designee, in consultation with the Director of Human Resources, will give the employee and the Unit Officer, if present, the Employer's final answer in writing within fourteen (14) calendar days from the Step 3 meeting.

STEP 4 If a satisfactory settlement is not reached in Step 3, the Employer or the Union may appeal the matter to arbitration. Appeals to arbitration must be made within fourteen (14) calendar days of the receipt of the Employer's final answer in Step 3. If appeal is not made within this period, the matter will be considered permanently settled on the basis of the Employer's final Step 3 answer.

- C. The parties agree to submit all appeals for arbitration to the American Arbitration Association (AAA). The Arbitrator's fees and expenses shall be borne equally by the parties, except that each party will bear the expense of its own witnesses and advocates.
- D. 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 modify or amend the provisions of this Agreement.
- E. Grievance meetings or discussions will be held at times which in the sole discretion of the Employer least interfere with efficient activities and work schedules.
- F. A grievance may be started in writing at Step 3 if it involves a suspension or a discharge.
- G. 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.

**ARTICLE 11: SENIORITY AND PROBATIONARY PERIOD**

- A. Seniority shall be defined as the length of all continuous service within this bargaining unit for the purpose of lay-off, recall, promotions, or transfers. In addition, for all other related benefits including, but not limited to, vacation, personal days, sick leave days, etc., seniority shall be defined as the length of continuous service without a break with the Employer. No employee shall acquire seniority until satisfactorily completing his or her probationary period at which time seniority shall commence from the date of hire. All employees employed in the bargaining unit and hired prior to May 6, 2013 shall retain their current University seniority for all purposes identified in this Section A.
- B. Notwithstanding any of the foregoing provisions of this Article all seniority rights and all 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. failure while laid off to return to work within five (5) working days after notification by the Employer; it being expressly understood that it is the employee's duty and obligation to keep the Employer advised of their current address;
  - d. an employee is absent from the payroll due to layoff for twelve months or more;
  - e. an employee fails to return to work at the end of a leave of absence or sick leave. The Employer will determine the length of such leaves;
  - f. an employee retires;
  - g. an employee, returning from military service, fails to apply for reemployment within the applicable limitations specified by Federal or State laws.
- C. The first 90 calendar days of employment for any employee either upon original hire or rehire shall constitute their probationary period, which may be extended for an additional 30 calendar days by mutual agreement of the University and the Union. During such time said employee shall have no seniority rights and the employee may be terminated, disciplined, discharged, or

laid off by the Employer and such action shall not be subject to the grievance procedure.

**ARTICLE 12: LAYOFF AND RECALL**

- A. Layoffs will be based on seniority provided that those more senior than the employee(s) being laid off have the experience, skill and ability to perform the work available. In the event of a layoff the following procedure will be followed:
  - a. (i) Temporary employees will be laid off before a full-time and part-time employee.  
  
(ii) If an employee does not have sufficient seniority to "hold" within their section he or she will be laid off from the section.  
  
(iii) For purposes of this Article, part-time employees shall accrue seniority on a pro-rata basis. By way of example, a part-time employee who is regularly scheduled to work 20 hours per week (for a total of 1040 hours per year) shall earn one-half year of seniority.
  - b. An employee so laid off from his or her section shall have the right to exercise their seniority over the least senior employee in the department whose job he or she has the experience, skill, and ability to perform.
  - c. The employee who is so "bumped," will be laid off from their section and may then exercise his or her seniority in the same manner.
  - d. If an employee who is exercising their seniority under the provisions of this Article does not have the experience, skill and ability to perform the job of a less senior employee in the department or if there are no less senior employees, he or she will be laid off by the Employer.
  - e. No individual employed as of July 1, 1988, will be laid off during the life of this agreement.
- B. Recalls from layoff will be in the reverse order of seniority and will be based on the same criteria as layoffs.

**ARTICLE 13: OPEN POSITIONS**

- A. New jobs or permanent vacancies will be posted on the Employer's bulletin boards for a period of ten (10) calendar days, and temporary vacancies will be posted for a period of four (4) workdays, defined for the purposes of this Section as Monday through Friday. Any employee with seniority who has the qualifications for the opening listed by the Employer may bid for the opening, provided that the employee has not been awarded any other opening during the previous six (6) calendar months.
- B. Employees must notify their immediate supervisor and submit their bid for an opening in writing to the Manager of Facilities or their designee.

- C. Selection will be at the reasonable discretion of the Employer. 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.
- D. An employee selected to fill a vacancy is required to assume the vacancy and shall be placed in the vacancy according to the needs of the Employer; provided that if the successful bidder is not placed in the vacancy within one month of being awarded the position, he or she may refuse the position.
- E. An employee selected shall be given up to a 90 day "trial period" in the new job. If unsuccessful, the employee shall have the right to return to their old job. Should any other personnel transfers have taken place based on the original transfer, each individual who has moved shall return to their original position at their original rate of pay. If an individual has been hired or recalled from layoff to fill a vacancy resulting from either the original transfer or from subsequent transfers based on the original transfer, that individual will be laid off. Recall from layoff will be in accordance with Article 12, Section B.
- F. Custodians who are assigned to perform Laborer level work for two (2) hours or more during a single day will be compensated at the starting level rate of the Laborer's rate structure for all hours during which they perform Laborer level work on that particular day.
- G. Employees who bid on open positions within their classification shall have priority over employees in other classifications in accordance with Article 5, Section M.5. Employees who are bidding outside of their current classification are subject to Sections C through E above.
- H. An employee who is awarded a position in a lower classification shall be placed on the scale for the new classification in accordance with the employee's length of service in the employee's prior classification.

**ARTICLE 14: WAGES**

- A. Effective on the first Monday of July, 2020, wages shall be increased by 1.75% as defined in Exhibit "A" under the table entitled WAGE SCALES - July 1, 2020.
- B. Effective on the first Monday of July, 2021, wages shall be increased by 2.0% as defined in Exhibit "A" under the table entitled WAGE SCALES - July 1, 2021.
- C. Effective on the first Monday of July, 2022, wages shall be increased by 1.75% as defined in Exhibit "A" under the table entitled WAGE SCALES - July 1, 2022
- D. Employees at Level 4 shall receive an additional 25 cents per hour effective on the first Monday in July 2018 and July 2019. Employees at Levels 5 and 6 shall receive an additional 50 cents per hour effective on the first Monday in July 2018 and July 2019.

**ARTICLE 15: ON-CALL PROTOCOL**

- A. In order to expedite emergency situations during off-schedule times (i.e., evenings, weekends, holidays, etc.), the University will establish an On-Call Protocol as follows:
1. There shall be one mechanic and one custodian or laborer on call for each week of the year.
  2. Employees will be given the opportunity to sign up for On-Call Duty. Each employee who has signed up for On-Call Duty will be assigned a week during which he/she must be available for emergency call-ins.
  3. In the event that sufficient employees have not signed up for On-Call Duty, then the University will assign individuals in order of seniority, starting with the junior-most.
  4. Those who are On-Call Duty must be available to be reached via cell phone the entire week (Monday – Sunday) and must report to the work site within one (1) hour from the time they receive the phone call.
  5. Each employee who is assigned to On-Call Duty shall be compensated at \$125.00 premium pay for each week of On-Call Duty. The On-Call Duty premium will be paid whether the employee is called in or not.
  6. An On-Call Duty employee who is called in for an emergency shall be guaranteed the greater of four (4) hours work or four (4) hours pay, at their normal hourly rate.
  7. University-wide snow and ice removal will be excluded from On-Call situations.

**ARTICLE 16: HOLIDAYS**

- A. The following Holidays or the days celebrated will be observed:

1.	New Year's Day
2.	Martin Luther King's Birthday
3.	President's Day
4.	Memorial Day
5.	Juneteenth
6.	Independence Day
7.	Labor Day
8.	Thanksgiving Day
9.	Friday after Thanksgiving
10.	Christmas Day

The last regular workday, prior to the day on which Christmas is observed, will be observed as a ½ day holiday.

- B. Holidays falling on Saturday will be observed on the preceding Friday, and on the following Monday if it falls on Sunday. Work schedule for the 2nd and 3rd shifts will be posted during the week prior to the week in which the Holiday falls.
- C.
  - 1. Full time employees are eligible for holiday pay upon commencement of employment and must work their full scheduled workday immediately preceding the Holiday and their full scheduled workday immediately following the Holiday unless a bona fide excuse acceptable to the Director of Facilities or their designee is presented. The Director of Facilities decision shall not be grievable. For eligible part-time employees, the Holiday must fall on the employee's normal scheduled workday.
  - 2. With respect to the application of Section C.1 above, an employee who takes a pre-approved vacation day(s) off, or a pre-approved personal day(s) off, on the workday within the employee's regular schedule which immediately precedes or immediately follows a named holiday is not disqualified from receiving holiday pay by virtue of having taken such day(s) off; **provided however**, that in order to receive holiday pay such employee must actually work their full scheduled workday immediately preceding or immediately following the approved day(s) off, as the case may be. Any such employee who fails to work their full scheduled workday immediately preceding or immediately following the approved day(s) off, as the case may be, is not eligible for holiday pay under Article 16, Section C.1.
- D. Holiday pay will be computed on the basis of eight times the employee's straight time hourly pay. Eligible full-time employees will receive eight hours pay for the holiday. Eligible part-time employees will receive pay for the number of hours they would have been scheduled to work that particular day.
- E. Employees who work a named Holiday shall be paid at two (2) times their straight time hourly rate, for all hours worked if eligible as defined in Article 16C.
- F. During the week between Christmas and New Year's Day full-time employees shall be granted three of the four working days off as Holidays. Personal days and unused vacation days may be used for the fourth day if approval is granted by the immediate supervisor. Such requests for vacation or personal time must be submitted by December 1<sup>st</sup> to be given consideration for the additional time off based on seniority.
- G. In addition to the named holidays in Section A, eligible employees shall have one additional floating holiday. 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 17: VACATION**

- A. Each full-time regular Facilities employee, who is in the active employ of the University and who has completed his or her probationary period as of July 1, shall be entitled to a vacation with pay during the vacation year of July 1 through June 30, in accordance with the provisions set forth below:

Service	Paid Vacation
Less than one year	10 days
1 year but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years and over	25 days

Vacation for part-time employees shall be prorated based on the number of normal scheduled work hours. For example, a part-time employee with less than one year of service and whose normal work schedule is 20 hours per week will receive 40 hours of vacation.

- B. After an employee has completed his or her probationary period, a full-time employee shall be eligible to accrue one (1) day of vacation eligibility for each future full calendar month worked through the end of the current vacation year to a maximum of ten (10) vacation days. A part-time employee shall be prorated based on the number of normal scheduled work hours. For example, a part-time employee whose normal schedule is twenty (20) hours per week will receive four (4) hours per completed month of service to a maximum of forty (40) hours.
- C. Vacation time shall be requested at least one week in advance, on the prescribed vacation authorization form, through the employee's supervisor. Requests less than one week in advance will be denied except in extreme cases, based on the sole discretion of the Supervisor. In the event the University reverts to on-line classes for the day due to inclement weather, requests to take a vacation day shall be determined on a shift-by-shift basis depending on the severity of the storm, including the predicted severity of the storm at the beginning of each shift as determined by the Director of Facilities or their designee.

The University will allow employees to report to work up to 2 hours before, and/or to remain up to 2 hours after their shifts in the event a severe storm approaching and/or commencing during the workday. During severe weather forecast conditions, an employee who has concerns about driving conditions prior to the beginning of their shift, and/or end of their shift, and has been notified through the emergency management system regarding impending inclement weather, may contact their immediate supervisor to inquire about the feasibility of reporting to work earlier and/or remaining on the clock beyond their shift to circumvent traveling during the height of a storm. Approval of this request will be at the sole discretion of the University or in conjunction with the University's alerts. The University reserves the right to discipline employees who fail to report to work during two separate consecutive storm/weather events.

The weather event beginning, and end time will be defined by the Director of Facilities or their designee. Further, management agrees to discuss pre-planning steps for severe storm emergencies, when appropriate and feasible to do so.

- D. Supervisors shall notify employees of approval or denial of vacation requests within five (5) working days of receipt of Vacation Authorization Form except for vacation requests during the periods set forth in Sections E and F below, which will be approved within five (5) working days of the deadlines in Sections E and F.
- E. Vacation requests for May and June must be submitted to the Supervisor by the previous March 20th. Preference in scheduling vacation for this time-period shall be in accordance with seniority, both in classification and shift. Vacation entitlements not submitted and approved by March 30th may not be approved, based on the sole discretion of the Supervisor, based on the workload and other previously scheduled vacations. Such unapproved entitlements will be forfeited as of June 30<sup>th</sup>, the end of the vacation year.
- F. Vacation requests for July, August and September must be submitted to the Supervisor by the previous April 20th. Preference in scheduling vacation for this time-period shall be in accordance with seniority, both in classification and shift. Vacation entitlements not submitted and approved by April 30<sup>th</sup> may not be approved, based on the sole discretion of the Supervisor, based on the workload and other previously scheduled vacations. Such non-approved vacation requests would have to be resubmitted for approval later in the vacation year.
- G. Vacation time can only be used in half-day increments, provided however that up to eight (8) hours per year may be taken in one-hour increments.
- H. Accrued vacation time may not be carried over into the next vacation year unless such vacation is postponed by request of the University and such postponement is approved in advance by the Director of Human Resources.
- I. During the terminal year of employment, an employee is eligible to accrue vacation on a prorated basis based on the eligibility as defined in Section B above and the number of months the employee works during the terminal year. Employees who terminate, and 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.
- J. Employees who are terminated for cause or fail to provide proper notice of a minimum of two weeks shall not be eligible for any vacation accrual.
- K. Employees who retire from the University who are at least 60 years of age, have a minimum of 20 years of service, and whose combined years of age and service equals a total of 85 or more shall receive their unused vacation entitlement and not be subject to Section I of this Article.

**ARTICLE 18: SICK LEAVE**

- A. Full time employees accrue paid sick leave at the rate of one day per month during the balance of the fiscal year during their first year of employment. Thereafter they accrue 12 sick leave days on July 1st of each succeeding year. There shall be no limit to the number of days that an individual may accumulate. Part-time employees will be prorated based on the number of normal scheduled work hours. For example, a part-time employee whose normal work schedule is 20 hours will receive 48 hours of sick time.

- B. Individual sick leave days 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. The University reserves the right to request a Doctor's Certificate of Disability for the individual family member who is ill.
- C. For leaves which exceed 5 working days, the University will implement the terms and conditions as established by State and Federal Law governing Family and Medical Leaves.
- D. Sick time can be used only in one-hour increments. Employees who report for work and then go home sick will be charged in 15-minute increments. Employees are required to notify their immediate supervisor if they will be absent due to sickness as soon as they become aware of the absence, but not later than one (1) hour prior to the start of their scheduled shift for first shift employees, and two (2) hours prior to the start of the scheduled shift for second and third shift employees absent extenuating circumstances.
- E. A bonus of \$200 for full-time employees and \$100 for part-time employees will be paid annually to any employee who does not use any sick time during a fiscal year

**ARTICLE 19: PERSONAL TIME**

- A. The University shall allow full-time employees time in which to conduct personal business without loss of pay. As of July 1st, of each year, each full-time regular employee shall be granted two (2) personal days per year and part-time employees shall be granted eight (8) hours per year, provided such employees have at least one-year continuous service with the University.
- B. Full-time employees, who have completed five (5) years of continuous service as of July 1st, shall be entitled to three (3) personal leave days. Part-time employees, who have completed five (5) years of continuous service as of July 1st, shall be entitled to twelve (12) hours of personal leave.
- C. Personal time may be used in only one-hour increments. The employee's supervisor must be notified at least one hour prior to taking personal time absent extenuating circumstances; provided however, that employees who take personal time on the day before or the day after a holiday must provide their supervisor with 48 hours' notice.
- D. Unused personal days shall be carried over to the next fiscal year and accumulated.

**ARTICLE 20: PERSONAL LEAVES OF ABSENCE**

Leaves of absence without pay for compelling reasons will be granted upon individual application to the Department's Director or Manager accompanied by evidence of the need, providing no undue operational hardship is imposed upon the University. The Department's Director will discuss the request with the Human Resources Department before a decision is rendered. Such leaves shall not be granted during an employee's first year of seniority, shall not exceed 20% of an employee's accumulated

seniority, and shall be for a mutually agreeable period not to exceed one (1) year.

**ARTICLE 21: MILITARY LEAVE**

- A. Any employee who is inducted into the active service in the Armed Forces of the United States shall be granted a leave of absence and upon termination of such service, provided no voluntary reenlistment has occurred, shall be reemployed in accordance with applicable Federal Law and amendments thereto in effect at the time the veteran applies for reemployment.
- B. The University will pay the difference between Reserve/National Guard compensation and the employee's regular rate of pay for scheduled summer camp not to exceed fifteen (15) consecutive days in any one calendar year.

**ARTICLE 22: FUNERAL LEAVE**

- A. 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.
- B. Immediate family, for the purpose of this provision, is defined as the employee's parents, stepparents, grandparents, spouse, child, stepchild, brother, sister, 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.
- C. Funeral leave of two (2) days without loss of pay shall be granted to attend the funeral in the event of death of a current brother-in-law, and current sister-in-law and funeral leave of one (1) day without loss of pay shall be granted to attend the funeral in the event of death of an employee's aunt, and uncle. It is agreed that the University may require employee certification to the date of death, date of funeral, and relationship with the deceased.
- D. Supervisors are not authorized to grant or extend bereavement absence beyond that stated above. Should extenuating circumstances exist, the employee may request additional time off from the Director of Human Resources. The Director of Human Resource's decision shall not be grievable. If additional time is granted, vacation, personal days, or leave without pay may be used at the choice of the employee.
- E. 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 her vacation to a later date within the same vacation year.

**ARTICLE 23: JURY DUTY**

- A. When an employee, with seniority is called for and reports for jury duty during his scheduled

working hours, he will be excused from work and reimbursed by the University the difference between the amount paid by the court for such service and his regular straight time hourly rate for each such day of jury service on which he would otherwise have worked not to exceed eight (8) hours per day or five (5) days per week. Such compensation shall be paid only if the employee:

1. Gives the University prior notice of such jury service by presenting his Jury Summons or Notice the next day after receipt of such Notice or Summons.
  2. Presents proper evidence of the jury duty performed and the amount of pay received.
  3. Reports to work on any scheduled working day when not required to serve on jury duty.
- B. It is understood that payment, as provided above, shall be limited to one (1) period of jury service and to one court per calendar year. It shall be within the University's discretion whether or not a postponement of or excuse from jury duty is to be requested.
- C. Pay as provided above shall not be considered as days or hours worked for the purpose of computing overtime.

#### **ARTICLE 24: GROUP MEDICAL INSURANCE**

- A. All eligible maintenance bargaining unit 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.
- B. Full-time 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. For each eligible part-time employee, the University shall contribute a certain percentage of the University's base health plan, currently 50 percent, as announced during each open enrollment period.
- C. A University employee who is a member of Local 1222 shall be selected by the union to serve on the Benefits Advisory Committee.

**ARTICLE 25: LIFE INSURANCE**

The University shall provide noncontributory Group Term Life Insurance in the amount equal to one-and-one-half (1½ ) times an employee’s base wage for all eligible employees in accordance with the terms and conditions of the Group Term Life Insurance Policy.

**ARTICLE 26: LONG TERM DISABILITY**

The University shall provide noncontributory Long Term Disability Coverage for eligible employees in accordance with the Plan which will provide 60% base salary after six (6) months of total disability.

**ARTICLE 27: PENSION**

The University shall maintain a retirement plan for all eligible full-time and part-time (20 hours/week minimum) employees. An employee will be eligible to participate in the University of New Haven Defined Contribution Pension 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. The employee will also have the option for making additional personal contributions through either salary deduction or reduction.

**ARTICLE 28: TUITION ASSISTANCE**

- A. The University shall provide the opportunity for tuition-free education for all full-time employees, their spouses, and dependent children according to I.R.S. regulations. Employees with less than one year service may not take more than one course during any semester. Employees with more than one year service may take up to two courses a semester with the approval of his supervisor. No courses may be taken during normal work hours. Dependents are not eligible for courses until the employee has completed one full year of service. Children are eligible under the terms of this plan until age 25 with a limit of one (1) degree. Children and spouses are not eligible to partake in non-credit courses.
- B. In addition to the terms and conditions as specified in Section A, part-time employees shall be responsible for one-half of the tuition payment.

**ARTICLE 29: CREDIT UNION MEMBERSHIP**

The members of the maintenance staff shall have the opportunity to become and remain members of the Greater West Haven Federal Credit Union, contingent upon membership being made available to the University Community by the Greater West Haven Federal Credit Union.

**ARTICLE 30: NON-DISCRIMINATION/SEXUAL HARASSMENT**

1. In compliance with applicable federal and state statutes, the University and the Union shall not, in the application of this Agreement or University policies, discriminate against any employee or applicant for employment because of such individual's age, race, color, creed, religion, gender, gender identity or expression, sexual orientation, national origin, ancestry, physical or mental disability, marital status, genetic information, veteran status, or any other criteria protected by law, and the Union pledges its support to the University in the University's pursuit and application for equal employment opportunity and of its commitment to affirmative action.
2. The University and the Union recognize that no employee shall be subjected to sexual harassment, defined as any unwelcomed 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.

**ARTICLE 31: FEDERAL AND STATE LAWS**

In the event any provisions of this Agreement are found to be in conflict with any State or Federal Law now existing, or hereinafter enacted, it is agreed that such laws supersede the conflicting provisions without affecting the remainder of these provisions.

**ARTICLE 32: UNION REPRESENTATIVE**

A duly authorized representative of the Union shall have access to the campus of the Employer during working hours for the purpose of ascertaining whether the conditions of this Agreement are complied with provided the representative first reports to the Director of Facilities or his designee and provided the representative does not unduly interfere with the work or operations of the Employer.

**ARTICLE 33: NOTICES**

The Employer will not recognize any steward of the Union until notified in writing of the appointment of the steward by the Business Representative. Notice upon the Union may be made by first class mail to the Union to United Professional & Service Employees Union, Local 1222, Unit 4, UNH Facilities Unit, 130 Research Parkway, Suite 101 Meriden, CT 06450. Notice upon the Employer may be made by first class mail to the Director of Human Resources, University of New Haven, 300 Orange Avenue, West Haven, Connecticut 06516.

**ARTICLE 34: AMENDMENTS**

This Agreement shall not be amended, altered, or modified in any way unless such amendment, alteration or modification is executed in writing with the written consent of both parties hereto.

### **ARTICLE 35: JOB DESCRIPTIONS**

The University shall provide to each new bargaining unit member a job description at the time of hiring.

### **ARTICLE 36: UNIFORMS**

- A. The University shall provide to each employee who successfully completes their probationary period seven (7) sets of uniforms consisting of a new shirt and a pair of pants. The individual is responsible to maintain the uniforms in proper condition and to properly wear them while on University time. Uniforms that become damaged through normal wear and tear shall be replaced by the University. Uniforms that become damaged through neglect shall be paid for by the employee. The uniforms remain the property of the University and shall be returned upon termination of employment. Failure to return the uniforms shall result in their equivalent value being deducted from the employee's final paycheck or vacation accrual if available.
- B. Employees are required to dress appropriately at all times and must wear the provided dress uniforms and UNH ID badges while working on campus. Non-approved apparel is not acceptable, provided employees may wear black or navy-blue shorts, Bermuda length, at times designated by the University during the summer months. Employees may also wear a tee-shirt during the summer months, which shall be designated by the University in the bookstore for purchase by the employee. Only black, brown, or tan close-toed shoes may be worn. In the event the University elects to provide uniform hats, the wearing of such hats shall be optional, but employees shall not wear a non-conforming hat. The University shall continue its present practice of providing a shoe allowance of up to \$90 for the purchase of an approved work shoe from a vendor designated by the University. Employees will be eligible to apply for work shoe reimbursement once per 12-month period. The employee must provide appropriate documentation of the shoe purchase. Employees who request a shoe allowance must wear their work shoes while at work.

### **ARTICLE 37: SMOKE FREE ENVIRONMENT**

The Union continues to support the University's "Smoke Free Environment" Policy.

### **ARTICLE 38: HEALTH AND SAFETY**

One member of the maintenance bargaining unit shall be designated by the Union to serve as a representative on the University's Health and Safety Committee. The member will be selected by the Union, in advance of the meeting.

### **ARTICLE 39: ZIPPER CLAUSE**

This constitutes the complete and entire agreement between the parties and concludes the collective bargaining for its term. Therefore, unless the parties mutually agree to reopen negotiations, the Union waives the right to bargain collectively with respect to any subject not covered in this agreement even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this agreement.



**ARTICLE 40: 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 June 30, 2023. No less than Sixty (60) days prior to June 30, 2023, either party may notify the other party of its desire to modify or terminate the existing Agreement. Unless such notice is received at least sixty (60) days prior to June 30, 2023, or any subsequent anniversary date, this Agreement shall be automatically renewed for a period of one (1) year.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement on this 19th day of April 2021.

**UNIVERSITY OF NEW HAVEN**

**UNITED PROFESSIONAL & SERVICE  
EMPLOYEES UNION, LOCAL 1222,  
UNIT 4, UNH FACILITIES**

Steven Kaplan President	 Kevin Boyle President, UPSEU Local 1222-Unit 4
George Synodi Vice President, Finance	Damian Mercado President
Caroline V. Koziatek Vice President Human Resources & Title IX Coordinator	Robert DelFranco
 Iris Medina Calovine Executive Director Human Resources	Richard Fisk
Richard Rutherford Director Facilities	Jamie Genovese
	Carlos Santiago

**EXHIBIT "A"**

**I      JOB TITLES**

1.      Cleaner
2.      Custodian
3.      Laborer
4.      Maintenance Mechanic/Painter
5.      Licensed Skilled Trades
6.      Master Skilled Trades

**II     WAGE SCALE (next page)**

Effective Monday, July 6, 2020						
Job Title	Increase Over Prior Year Base	Start	3 Months	12 Months	18 Months	10 Years (Longevity +.55)
Cleaner	1.75%	\$13.70	\$14.94	\$16.19	N/A	\$16.74
Custodian	1.75%	\$17.86	\$18.71	\$19.92	N/A	\$20.47
Laborer	1.75%	\$22.57	\$23.46	\$24.42	\$25.51	\$26.06
Maintenance Mechanic	1.75%	\$25.76	\$26.75	\$28.03	\$29.69	\$30.24
Licensed Skilled Trades	1.75%	\$34.55	\$36.08	\$39.30	N/A	\$39.85
Master Skilled Trades	1.75%	\$36.26	\$37.85	\$41.19	N/A	\$41.74
Effective Monday, July 5, 2021						
Job Title	Increase Over Prior Year Base	Start	3 Months	12 Months	18 Months	10 Years (Longevity +.55)
Cleaner	2.00%	\$13.97	\$15.24	\$16.51	N/A	\$17.06
Custodian	2.00%	\$18.21	\$19.09	\$20.32	N/A	\$20.87
Laborer	2.00%	\$23.02	\$23.93	\$24.91	\$26.02	\$26.57
Maintenance Mechanic	2.00%	\$26.28	\$27.29	\$28.59	\$30.28	\$30.83
Licensed Skilled Trades	2.00%	\$35.25	\$36.80	\$40.08	N/A	\$40.63
Master Skilled Trades	2.00%	\$36.99	\$38.61	\$42.01	N/A	\$42.56
Effective Monday, July 4, 2022						
Job Title	Increase Over Prior Year Base	Start	3 Months	12 Months	18 Months	10 Years (Longevity +.55)
Cleaner	1.75%	\$14.21	\$15.50	\$16.80	N/A	\$17.35
Custodian	1.75%	\$18.53	\$19.42	\$20.68	N/A	\$21.23
Laborer	1.75%	\$23.42	\$24.35	\$25.34	\$26.47	\$27.02
Maintenance Mechanic	1.75%	\$26.74	\$27.76	\$29.09	\$30.81	\$31.36
Licensed Skilled Trades	1.75%	\$35.86	\$37.45	\$40.78	N/A	\$41.33
Master Skilled Trades	1.75%	\$37.64	\$39.28	\$42.75	N/A	\$43.30

- III. Employees who are awarded higher level positions from within the Unit shall start at step 2 of their new position and remain in Step 2 for 12 months.

New employees shall start at Step 1

An additional 40 cents per hour (increasing to 55 cents on the first Monday in July 2018) shall be added to the hourly rate of each employee who has completed 10 years of continuous service. The increase will be effective on the first Monday following the completion of the employee's service date.

**Training** - Employees may submit a written request for job-related training. Management will review the program and associated costs and shall either approve or reject the program. The employee must pass the program and provide written proof thereof for reimbursement. All courses and training shall be undertaken during non-working hours. Successful completion of a program does not guarantee either a promotion or a wage increase.

**Side Letter**

The following will be made available to bargaining unit employees on the same terms and conditions as apply generally to other University employees:

- (1) Direct deposit
- (2) The use of the athletic facility
- (3) The purchase of additional life insurance at employee expense