

AGREEMENT

BETWEEN

CSEA, INC.
Local 1000, AFSCME-AFL-CIO
the certified union for
LOCAL 630

AND

ST. LAWRENCE UNIVERSITY

JULY 1, 2004 THROUGH JUNE 30, 2007

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PREAMBLE

This is a labor agreement entered into this first day of July, 2004, by and between St. Lawrence University ("University") and CSEA Local 1000 ("Union").

The mission of St. Lawrence University is to provide an inspiring and demanding undergraduate education in the liberal arts to students selected for their seriousness of purpose and intellectual promise. Each employee's job—whether he or she be the president, a housekeeper, a faculty member, a secretary, a security officer, a cook, a clerk, or a plumber—ultimately must serve the University's pursuit of that mission and each job is critically important.

Essential to our success is an environment in which all Laurentians—faculty, staff, students, alumni and trustees—share commitments to key core values:

- A commitment to excellence in all that we do
- A commitment to fairness
- A commitment to mutual respect and trust

The UNIVERSITY and the UNION recognize our shared commitment to working together toward excellence with pride to provide the services that contribute in such basic and important ways to the education of St. Lawrence students.

In light of these commitments, the parties recognize the importance of all employees, within the scope of their capabilities, sharing responsibility for achieving these goals and working with a sense of commitment, cooperation and flexibility designed to allow the University to fulfill this mission.

ARTICLE 1 **PURPOSE AND INTENT**

The purpose of this Agreement is to promote and maintain good relations between the University, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the University and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances related to employment under this Agreement.

ARTICLE 2 **RECOGNITION**

The University recognizes the Union, pursuant to the terms of the certification issued on February 8, 1985, as the sole bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following employees: all full and regular part-time clerical and secretarial employees (including seasonal) employed by the University at its Canton, New York location, excluding student employees, technical employees, professional employees, Executive Secretaries, Administrative Assistant to the Vice President for Academic Affairs, Confidential II to the Director of Food Services, Confidential I Office of Human Resources, Confidential II Office of Human Resources,

Office Manager to the Director of Facilities Operations, Administrative Assistant to the President, Confidential II to the Associate to the President, Executive Secretary to the Assistant Vice President for Business and Finance, and other confidential employees, temporary employees, guards and supervisors as defined by the National Labor Relations Act, and employees represented by SEIU Local 200 United AFL-CIO.

ARTICLE 3 **MANAGEMENT RIGHTS**

All rights, functions and prerogatives of management shall remain vested solely in the University, subject only to the express terms of this Agreement. These management rights, functions and prerogatives include, but are not limited to, the right to hire, evaluate, promote, transfer, and assign duties to employees (including the right to change assignments or to add to or eliminate duties); the right to discipline (including discharge) employees; the right to decide job qualifications on all jobs; the right to make rules and regulations governing employee conduct and safety; the right to determine hours of work, work schedules, work assignments and work locations; the right to require reasonable standards of employment and to maintain the efficiency of operations; the right to layoff for lack of work or other legitimate reasons; the right to establish and/or discontinue jobs or job classifications; the right to determine the methods, means and personnel by which operations are to be conducted; the right to introduce new or improved equipment; the right to hire students (for jobs traditionally performed by students); and the right to subcontract work, subject to Article 52.

ARTICLE 4 **NON-DISCRIMINATION**

There shall be no discrimination by either the University or the Union with respect to any employee, applicant for employment, Union member or applicant for Union membership because of race, gender, color, creed, national origin, age, disability, sexual orientation, religion, ethnic status, and marital status, or extent of Union involvement.

ARTICLE 5 **UNION SECURITY**

Section 1.

Employees hired on or before February 4, 1985, are free to join or not join the Union, or pay a service fee or not pay a service fee to the Union, as they see fit. Once any such employee joins the Union, he or she shall be subject to the conditions of Section 2 of this Article, unless such employee sought withdrawal from the Union prior to March 2, 1985.

Section 2.

Employees hired after February 4, 1985, shall have the option to join or not join the Union. If such an employee chooses not to join the Union, he or she shall pay as a contribution toward the administration of this Agreement a service fee equal to membership dues (not including initiation fees, fines, assessments, or any other charge uniformly required as a condition of acquiring or retaining membership of the Union) on a biweekly basis. If any such employee fails to comply with this Section, the Union may compel their dismissal from employment by the University.

Section 3.

In the event the Union demands to have an employee dismissed pursuant to Section 2 of this Article, the Union shall first warrant to the University that such action is allowed under Section 2 and shall indemnify the University in writing for any and all liability, including legal fees, which may arise as the result of the University's compliance with the Union's demand.

Section 4.

No employee shall be discriminated against or harassed because of his or her decision under Sections 1 and 2 of this provision.

ARTICLE 6
CHECK-OFF

Section 1.

Any employee who so desires may have the University deduct, on a payroll basis, a single amount equal to that employee's bi-weekly Union membership dues and insurance premiums.

Section 2.

Upon receipt by the University of an individual written authorization, the University shall, while the authorization and this Agreement remain in effect, deduct from the employee's pay each pay period these membership dues and premiums and transmit the money thus deducted, in the form of a single check, together with a list of names of the employees from whose earnings the deductions were made, to CSEA, Inc, Local 1000, P.O. Box 7125 Capitol Station, Albany, New York 12204 (or as otherwise notified in writing by CSEA) within two weeks of the pay period in which the deductions are made. A copy of that list shall be provided the Union President. No deduction for this purpose shall be made for any amount of money greater than the bi-weekly amount certified by the Union.

Section 3.

The Union shall certify in writing and submit to the University the total amount of bi-weekly dues and premiums to be deducted under the provisions of this Article for each unit member. If the total amount to be deducted for any employee is changed during the term of the Agreement, the Union shall certify in writing to the University the nature and effective date of the change, thirty (30) days prior to the change. The University shall rely on the Union's certification in determining the amounts to be deducted.

Section 4.

Any employee who so desires may have the University deduct, on a payroll basis, the amount specified for voluntary participation in the Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) program. Upon receipt by the University of an individual written authorization, the University shall, while the authorization and this Agreement remain in effect, deduct from the employee's pay each pay period the specified amount and transmit the money thus deducted, in the form of a single check, together with a list of names of the employees from whose earnings the deductions were made, to CSEA, Inc, Local 1000, P.O. Box 7125 Capitol Station, Albany, New York 12204 (or as otherwise notified in writing by CSEA) within two weeks of the pay period in which the deductions are made. A copy of that list shall be provided the Union President. An employee so enrolled in this voluntary program may discontinue this deduction at any time by providing the appropriate notice, in writing, to the University.

Section 5.

The Union shall indemnify and protect the University for any and all liability, including legal fees, which may arise by reason of the University's payroll deductions under this Article.

ARTICLE 7
UNION VISITATION

Section 1.

Non-employee Union representatives shall have the right to visit the University to discuss Union business with members of the Union provided (a) such visits do not interfere with the work of employees and do not occur during the working time of any employee visited, (b) the Union representative notifies the Associate Vice President for Human Resources or his or her designee, of the time and place of his/her visit, and (c) the number of visits does not exceed one per week unless expressly agreed to by the University, and such agreement shall not be unreasonably withheld.

Section 2.

In the event of a visit in violation of Section 1, the University shall have the right to terminate that visit and have the offending non-employee Union representative escorted from the campus.

Section 3.

The Union may hold up to six general meetings per contract year on campus during the life of this Agreement. Meeting space is subject to availability.

Meeting space shall not be booked for more than two weeks in advance of the meeting. The Associate Vice President for Human Resources shall be notified by the Union at the time of any request for meeting space.

The Union will be charged for space on the same basis as any other outside group. It is understood that these meetings will not be held during work hours.

ARTICLE 8
INFORMATION

The University shall provide the Union with a list of all unit employees, containing their name, home address, job title, grade, wage rate and date of first employment with the University. The list shall be updated and provided to the CSEA Local President, or his/her designee, on a quarterly basis.

In addition, on a monthly basis the University shall provide the Union with a list of all newly hired employees, containing the information referenced above. Also on a monthly basis the University shall provide a list of all employees whose employment with the University has terminated for any reason.

Employees should report changes in their name and home address to the Office of Human Resources in a timely fashion.

ARTICLE 9
BARGAINING UNIT CLASSIFICATIONS

Section 1.

Currently included in the unit are the following classifications:

Grade 17

Specialist [with appropriate additional designation]

Grade 16

Chief Clerk

Grade 15

Administrative Secretary

Cashier

Development Research Assistant

Library Assistant V

Principal Clerk

Senior Computer Operator

Grade 14

Bookkeeper

Computer Operator

Dispatcher

Library Assistant IV

Music Library Aide

Program Aide

Senior Clerk

Senior Secretary

Switch Board Operator

Costume Technician

Grade 13

Clerk II

Library Assistant III

Library Technician

Media Service Technician

Secretary II

Secretary I/Data Entry Operator

Section 2.

In the event the University creates new secretarial or clerical job classifications, it shall notify the Union at least two weeks in advance. If the University and Union cannot agree whether the new job classification is to be included in or excluded from the unit, the Union may proceed directly to arbitration under the Grievance and Arbitration Article, Section 3. The Union's demand for arbitration must be made in accordance with that Section and within 30 days of the creation of the contested classification.

ARTICLE 10
CLASSIFICATION OF EMPLOYEES

Unless otherwise indicated by the context, the term "employee" when used in this Agreement shall refer to any of the employees covered by this Agreement.

The term "full-time" employee as used in this Agreement shall refer to both full-time 12 month employees and full-time seasonal employees. A full-time 12 month employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least 37 1/2 hours or more per calendar week on a 12 month per year basis. A full-time seasonal employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least 37 1/2 hours or more per calendar week on a nine month or greater, but less than 12 months, per year basis.

The term "part-time" employee as used in this Agreement refers to both part-time 12 month employees and part-time seasonal employees. A part-time 12 month employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least 15 hours but less than 37 1/2 hours per calendar week on a 12 month per year basis. A part-time seasonal employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least 15 hours but less than 37 1/2 hours per calendar week on a nine month or greater, but less than 12 months per year, basis.

In the event the University deems it necessary to create a part-time position to be regularly scheduled for less than 15 hours per calendar week, it shall have the right to demand negotiations from the Union concerning such a proposal.

The term "temporary" employee as used in this Agreement refers to an employee in a bargaining unit position who is (1) hired for a definite period of time not to exceed one year under special grant conditions where the grant will not exceed one year with the termination date established at the beginning of employment; or (2) hired to replace a full or part-time employee on authorized leave (including vacation, sick, personal and other types of leave) for the duration of that leave, whether of a definite period or not; or (3) is otherwise hired on a temporary basis for a period not to exceed six months. If a temporary employee in this final (number 3) category is retained beyond six months, and the University intends to continue to fill the position, it shall be posted as a permanent position. Temporary employees are not covered by this Agreement.

ARTICLE 11
NEW JOBS

The University shall advise the CSEA Local President of the creation of any new job classification to be covered under this Agreement and its proposed rate of pay. Within one month of so advising the CSEA Local President, the Union may demand that the University shall meet with it for the purpose of negotiating a permanent rate of pay for the position. The University shall be free to implement creation of the new position any time after notice is given to the Union and to do so at the proposed rate of pay.

The University shall also notify the Union of the addition of new bargaining unit jobs in existing classifications. Such jobs shall be posted and subject to the transfer and promotion provisions of Article 13.

ARTICLE 12
JOB SHARING

Job sharing is defined as a restructuring of a full-time position into two or more part-time positions at the request of an employee. Job sharing does not include a University determination to restructure positions.

The University shall have no obligation to grant a job sharing request. However, in the event it intends to grant such a request, it shall notify the Union in advance to negotiate the decision and its implementation. If the request is granted, it shall be for a one year period. At the end of that time, a request to extend the positions may be made to the Labor-Management Committee. If an extension is not approved, the positions shall revert to a single full-time position and the original full-time incumbent, if at that time employed in one of the part-time positions, shall have the option of returning to that full-time position.

ARTICLE 13
TRANSFER AND PROMOTION

Section 1.

Permanent job vacancies shall be posted for five (5) consecutive working days. Positions arising out of position reclassifications, upgrades or downgrades, recalls, schedule changes, or the expiration of authorized leaves are not "permanent vacancies" covered by this Article. During the posting period and until the vacancy is permanently filled, the University may fill the job temporarily as it sees fit. New employee applicants for the position may be sought by the University at the expiration of the five day period. With respect to entry level (Grade 13) positions, the University may seek new employee applicants simultaneously with posting.

Section 2.

The University shall post notices of permanent vacancies on all bulletin boards.

Such notices shall list any special requirements beyond those stated in the job description, as well as the starting rate of pay, grade level and hours of work required. The notice shall also indicate how and where to apply, and the time period during which applications shall be accepted.

Section 3.

In selecting a candidate to fill a permanent vacancy, the University shall make its selection from among the applicants for the position based upon the following factors as they relate to the requirements of the posted position:

- (a) present existence of skills necessary to perform the work;
- (b) ability to learn the skills necessary to perform the work;
- (c) quantity and quality of prior experience;
- (d) special training; and
- (e) education.

Only in the event the University determines that based upon these factors two or more of the candidates are equally qualified for the position, University seniority shall be used to break the deadlock for selection. So long as the University's determination that the candidates are or are not equally qualified under these factors is not unreasonable, it shall not be subject to change by an arbitrator.

Prior to interviewing outside candidates to fill any permanent vacancy, the University shall conduct an interview with each unit member under consideration, provided that employee meets the minimum requirements for the position.

It is the responsibility of an employee when bidding on a position to bring, in writing, his or her relevant qualifications to the attention of the University through the Associate Vice President for Human Resources. Any such material brought to the Associate Vice President for Human Resources by the employee will be passed along to the individual(s) making the hiring recommendation.

Section 4.

A transferred employee shall serve a trial period of ninety (90) days, during which time the employee's qualifications shall be judged for permanent transfer. If the employee unsuccessfully completes this period, she/he will be returned to their former position, with no loss of any seniority rights. At least once during the first forty-five (45) days of an employee's trial period, that employee should be evaluated. If that evaluation does not occur, the Union may notify Human Resources and Human Resources shall take appropriate steps to have the evaluation completed. The ninety (90) days and forty-five (45) days referenced in this Article shall be extended by any period of absence of five (5) consecutive days or longer, regardless of the reason.

At any time prior to, or immediately upon, successful completion of the ninety (90) day trial period, the employee shall have the opportunity to return to her/his former position without any loss of seniority rights.

Section 5.

In the event an employee is not meeting reasonable standards of performance, the University shall have the option of transferring that employee to a lower rated job classification (at the wage accompanying that lower classification) in lieu of discharge subject to a determination rendered through the grievance procedure.

Section 6.

An employee awarded a permanent job vacancy shall receive a copy of the current job description for that position from the Office of Human Resources. Upon appointment to a new position, the University will make every effort to provide the employee with orientation and introductory training within one week (five days) of their placement.

Section 7.

With the exception of a job which is posted with a specified starting date, an employee who receives an appointment to a permanent job vacancy which is then unfilled, or is filled by a temporary employee, shall be placed in that new position within three weeks of notice of the appointment or shall receive any additional wages of that new position for the period in excess of three weeks until so placed.

Section 8.

An employee of the University receiving an appointment to a position in a lower grade will maintain their current rate of pay or go to the maximum of the new range, whichever is lower.

Section 9.

Whenever a temporary vacancy arises, the University may fill that position with the candidate of its choice. The University shall not be obligated to provide notice of any such temporary vacancy, except when it has reason to know that the vacancy will exceed three months. Non-probationary unit employees may seek consideration for any such vacancy. In the event the University selects such a unit employee, that employee shall not lose any of the benefits or obligations of this Agreement during the period of temporary service except that the University may reassign that individual to their original position at any time without recourse to the grievance and arbitration provisions. A unit employee who is appointed to such a temporary vacancy which is in a higher grade than the employee's regular position shall receive an increase of 25 cents per hour or an increase to the minimum of the higher grade, whichever is greater, for the duration of the temporary appointment.

Section 10.

(1) When a University employee transfers from a position not in the CSEA bargaining unit to one that is in the unit, the employee shall be treated as a new employee, including being subject to the 90-day probationary period of Article 16, Section 1.

(2) During that probationary period the employee shall be treated as any other new unit employee except that the employee's coverage under any University sponsored insurance or retirement plan immediately preceding the transfer shall continue under the same terms then applicable to the employee, so long as the probationary period continues.

(3) Upon successful completion of the probationary period, the employee shall receive those benefits available to any new unit employee under the CSEA contract. The level of monetary fringe benefits (e.g., vacation, leave, etc.) available to such an employee shall be based upon the employee's University seniority since joining the unit plus any University seniority accumulated by the employee immediately preceding the transfer. For all other purposes (e.g., layoffs, bidding), the employee's University seniority shall accumulate only from the date they entered the unit.

(4) Upon completing two years of continuous service in any unit position or combination of unit positions, an employee who had transferred into the unit under the above sections shall be given credit for any University seniority accumulated by the employee immediately preceding the transfer for purposes other than monetary fringe benefits (e.g., layoff, bidding).

(5) Notwithstanding anything to the contrary in the preceding paragraphs, employees who transfer from a non-unit position at the University to a bargaining unit position and who have demonstrated in the non-unit position the skills needed in the unit position (e.g., a transfer from a confidential secretarial position to a unit secretarial position) shall, upon successful completion of the 90-day trial period, be given credit for University seniority acquired since joining the unit plus University seniority accumulated immediately prior to the transfer for all purposes. During that trial period, the employee shall be treated as any new employee except that the employee's coverage under any University sponsored insurance or retirement plan shall continue under the same terms as applicable to the employee immediately preceding the transfer, so long as the trial period continues.

ARTICLE 14
POSITION RECLASSIFICATIONS

Section 1.

(a) When a supervisor wishes a position reclassified, he/she shall provide the Office of Human Resources with a position description of the revised job. The Associate Vice President for Human Resources, or her/his designee, shall review all pertinent information, including a desk audit and a personal interview with the affected employee(s) (i.e., the employee(s) whose job is being reviewed) before making a decision. An employee may follow this same procedure should he/she feel that a reclassification is in order and cannot convince his/her supervisor to submit the request. Once a position has been reviewed, however, there shall be no further review unless there has been a significant change in the job.

(b) The Associate Vice President for Human Resources, or her/his designee, shall provide to the supervisor and the employee a copy of the narrative content of the Position Evaluation Form as completed by the desk auditor. Once a reclassification request is submitted to Human Resources, employees shall be updated on the status of the reclassification request at 30-day intervals during the review process. If the completion of the review process exceeds 90 days, the employee will be advised that there is a delay. The University will make every reasonable effort to complete the desk audit within 120 days of the presentation of the necessary position description to Human Resources. Any upgrade as a result of the reclassification process will be effective as of the date the employee actually commences the duties reviewed in the personal interview/desk audit, but in no event shall it be retroactive before the date that the employee or supervisor (as the case may be) provided the Office of Human Resources with the position description referenced in Section 1(a).

(c) An employee who has at least 10 years of University seniority and who has been in a Level 16 position for at least 3 years can request an audit to determine whether they should be upgraded to a Level 17. An upgrade to Level 17 will be based on demonstrated performance in the position reflecting a complexity of skills and tasks, and a degree of independent work and problem solving, beyond that currently required of a Level 16, where the failure to perform at that level could significantly impact the University in terms of reputation or financially.

(d) A Union steward may attend the desk audit and personal interview at the request of the employee.

(e) The grievance and arbitration provisions of this Agreement shall be applicable only with respect to the issue of compliance with the procedure outlined above and shall not be available to challenge the merits of any reclassification decision.

ARTICLE 15
NEPOTISM

Section 1.

The University, in its desire to attract qualified applicants, encourages current employees to refer friends and relatives to the Office of Human Resources for possible employment. However, and except under unusual circumstances as determined by the University, "relatives," as defined below, shall not be permanently assigned to the same department, or permitted to remain in the same department. The University, in its discretion and according to its needs, shall determine which of the two employees shall be transferred or reassigned and the position to which they shall be transferred or reassigned. Temporary employment under the same circumstances may be permitted at the University's discretion.

Section 2.

"Relatives," as used in this Article, includes spouse, children (including legally adopted children), stepchildren, grandchildren, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, siblings, parents, step-parents, grandparents, parents-in-law, uncles, aunts, nephews or nieces. "Relatives" also includes persons cohabiting as spouses, although not legally married.

Section 3.

The prohibition contained in Section 1 shall not apply to any existing assignment which finds persons currently constituting "relatives" permanently employed in a supervisory relationship.

ARTICLE 16
PROBATIONARY PERIOD

Section 1.

Each new employee hired by the University shall be engaged for a probationary period during the first 90 days of employment. The ninety (90) days shall be extended by any period of absence of five (5) consecutive days or more, regardless of the reason. During this period, the University may discharge such employee and that discharge shall not be subject to the grievance and arbitration procedure. During the probationary period, the employee shall have no seniority; however, upon successfully completing the probationary period, the employee shall be credited with seniority, as appropriate, from her/his date of hire.

Section 2.

At least once during the first forty-five days of an employee's probationary period, that employee shall be evaluated in writing by either the employee's supervisor or the Associate Vice President for Human Resources in conjunction with the supervisor. That evaluation shall be reviewed promptly thereafter with the employee, by either the supervisor or the Associate Vice President for Human Resources, and shall be signed by the employee. The employee's signature shall evidence his or her review of the evaluation's contents, and not necessarily agreement with it. In the event the evaluation is reviewed with the employee by his or her supervisor, the Associate Vice President for Human Resources shall promptly thereafter schedule a follow-up meeting with the employee to discuss the evaluation. If the Associate Vice President for Human Resources fails to arrange such a meeting and the affected employee nonetheless wishes to participate in such a meeting, he or she shall notify the Union President, who will promptly so advise the Associate Vice President for Human Resources. Thereafter, a meeting shall be scheduled by the Associate Vice President for Human Resources as soon thereafter as is practicable. The employee's request for a meeting under this procedure shall be considered strictly confidential by the Associate Vice President for Human Resources.

A second evaluation, as described above, shall be performed at or about the employee's 75th day of employment. The same procedure as described above shall be applicable. All time periods shall be extended by any period of absence of five (5) consecutive days or more, regardless of the reason.

Section 3.

A probationary employee shall not be permitted to apply, during their probationary period, for any posted vacancy and be considered under the provisions of Article 13, Transfer & Promotion.

Section 4.

As soon as practicable following the 90th day of the probationary period, the employee shall be notified in writing of whether they have successfully completed the probationary period.

ARTICLE 17
HOURS OF WORK

Section 1.

The normal work week for full-time employees shall be 37 1/2 hours per week, normally based upon a 7 1/2 hour day. With the exception of employees in the Bookstore and Library, these hours normally shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday through Friday. Employees in the Bookstore normally shall be scheduled to work between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday. Employees in the Library normally shall be scheduled to work between the hours of 7:00 a.m. and 12 midnight, Sunday through Saturday.

Section 2.

Positions existing at the execution of this Agreement shall continue to work the schedules now worked, except that the University may alter those schedules to reasonably meet its operating needs.

Section 3.

Positions created after the execution of this Agreement shall work the schedules established by the University, subject to subsequent alteration by the University to reasonably meet its operating needs.

Section 4.

Employees who seek to have their schedules changed may request such a change from their supervisors. The supervisor's recommendation shall be referred to the Labor Management Committee for a final and binding determination. In the event that a decision cannot be reached, it will be subject to Step 3 of the grievance procedure. Continuation of the employee's existing schedule shall be presumed appropriate by the arbitrator. The party seeking to change the schedule shall have the burden of justifying the need for the change.

Section 5.

In the event the hours of work for any position are reduced to such an extent as to alter that position from a full-time to a part-time position, the Layoff and Recall Article shall apply.

Section 6.

Full-time employees shall work "summer hours" during the period beginning with the first Monday in June and ending with the Sunday of the second week prior to the week in which classes begin. During "summer hours" full-time employees shall work one-half hour less per day than their regularly scheduled work hours but shall be paid for their regularly scheduled work hours.

Section 7.

Part-time employees shall work those hours specified by their supervisor within the parameters set out in Section 1 and subject to the provisions of Sections 2, 3 and 4.

Section 8.

Each employee shall be responsible for accurately recording on a weekly basis his or her hours worked on a form prescribed by the University, and submitting that form to their Department Head, or his/her designee, for signature by 10:00 a.m. on Monday of the following week. Failure to do so in a timely manner may affect timely receipt of an employee's pay for that week.

ARTICLE 18
WAGES

Section 1.

The wage rate ranges for bargaining unit positions appear at Appendix A.

Section 2.

Except as provided in Section 3, employees shall receive a 25 cents per hour increase effective July 1, 2004 and January 1, 2005, July 1, 2005 and January 1, 2006, July 1, 2006 and January 1, 2007, up to the maximum amount of the grade, as shown in Appendix A.

All employees shall receive a general wage increase of 5.0% effective July 1, 2004, and 2 1/2% effective July 1, 2005, and 2 1/2% effective July 1, 2006.

Section 3.

A probationary employee whose probationary period spans one of the July/January dates referred to in Section 2 of this Article, shall not receive the increase referred to in that section. However, upon successful completion of that probationary period, the probationary employee shall receive that increase.

A probationary employee whose probationary period does not span one of the July/January dates referred to in Section 2 of this Article, shall receive no increase upon successful completion of that probationary period.

Section 4.

Upon promotion to a higher grade, an employee shall receive an immediate increase of 25 cents per hour or an increase to the minimum of the higher grade, whichever is greater. In the event an employee is promoted more than one grade, the employee shall receive an additional 20 cents per hour for each additional grade promoted, or shall move to the minimum of that higher grade, whichever is greater.

Section 5.

Each employee with 10 or more years (but less than 15 years) of seniority shall receive a single lump sum payment as set out below. Each employee with 15 or more years of seniority shall receive a single lump sum payment as set out below. The current practice of separately computing this lump sum and adding the amount to the regular payroll check will continue. The payment is processed in the month of the individual's anniversary date.

<u>Years of Seniority</u>	<u>As of Anniversary Date</u>
10	\$350
15	\$500

ARTICLE 19
PAYDAY

Employees shall be paid bi-weekly on the Friday following the end of the pay period.

ARTICLE 20
OVERTIME

Section 1.

Premium pay equal to one and one-half the employee's regular rate of hourly pay shall be paid for hours worked in excess of 8 hours in a day (unless such excess hours are worked pursuant to a request initiated by the employee) or 40 hours in a week. For this purpose, and subject to Section 4, paid vacation, holiday and personal business leave shall constitute hours worked.

Section 2.

Selection of employees for overtime shall be as follows:

(a) if the work involved is a continuation of work in progress, it may be assigned to the employee already familiar with it;

(b) (i) each work unit (as subsequently defined) shall maintain two lists of employees. The first list shall be maintained in order of University Seniority, initially with the most senior employee first on the list. The second list shall be maintained in inverse order of University Seniority, initially with the least senior employee first on the list.

(ii) in assigning overtime to perform new work, the University shall first offer the assignment to employees in the work unit in the order their names appear on the first list, provided those employees are qualified to do the work, except that the University need not offer it to any employee not then on the premises if the employees on the premises are qualified to do the work. When this process is completed so that an offer of overtime has been accepted or assigned under the next paragraph, the name at the top of the list shall be rotated to the bottom.

(iii) in the event no one accepts an offer of overtime under the above procedure, the University shall assign that overtime to employees in the order their names appear on the second list, provided those employees are qualified to do the work, except that the University need not assign it to any employee not then on the premises if the employees on the premises are qualified to do the work. After an assignment of overtime is made pursuant to this procedure, the name at the top of the second list shall be rotated to the bottom.

(iv) an employee assigned overtime under paragraph (iii) shall be required to perform that work unless hardship can be shown, in which case it shall be assigned to the next person on the list, or the assigned employee is able to find a qualified substitute, then on the premises, acceptable to the University.

Section 3.

If an employee is not offered overtime in accordance with Section 2, his/her remedy shall be future overtime opportunities and not back pay, unless the employee is overlooked on more than two occasions within six months, and each occasion has been promptly brought to the attention of the employee's supervisor.

Section 4.

Payment of overtime rates shall not be pyramided or duplicated for the same hours worked. Should certain hours qualify for premium rates under two or more provisions of this Agreement, only the higher premium shall apply. Out of title pay shall not be considered premium pay for this purpose. Hours compensated at a premium rate shall not be counted as hours worked in determining premium pay under the same or any other provision of this Agreement.

ARTICLE 21
SHIFT DIFFERENTIAL

Full-time employees who are regularly scheduled to start work between 11:00 a.m. and 4:00 p.m. shall receive an additional 40 cents per hour for all hours worked under such a schedule. Full-time employees who are regularly scheduled to start work between 4:00 p.m. and 12 midnight shall receive an additional 45 cents per hour for all hours worked under such a schedule.

Full-time employees who are regularly scheduled to work Saturday or Sunday shall receive a shift differential of 45 cents for all such hours. Such employees are not also eligible for the shift differential provided in the preceding paragraph. Employees whose Saturday or Sunday work is overtime are entitled only to the overtime premium.

ARTICLE 22
CALL BACK PAY

In the event an employee is called back to work after completing his or her normal work schedule and leaving the premises, or is called in prior to his or her normal work schedule, that employee shall be guaranteed a minimum of two hours pay at time and one-half. Additional hours worked pursuant to a call back outside the normal work schedule shall be paid at time and one-half.

This provision shall not apply to prescheduled staff meetings in the Safety and Security Department.

ARTICLE 23
OUT-OF-TITLE WORK

Section 1.

The University shall have the right to temporarily assign employees to job classifications with higher or lower paying labor grades as the need arises. Such an assignment shall under no circumstances cause a reduction in pay for that employee and, in the event an employee is temporarily assigned to a higher paying position for one week or more, that employee shall receive the greater of the minimum rate of pay in that higher labor grade or an increase of 50 cents per hour over the employee's current rate of pay for time so spent, retroactive to the first day worked. Temporary assignments shall not be rotated solely to avoid paying the higher rate.

Section 2.

If an employee is required to perform a substantial portion of the duties of another position, in addition to their own duties, for one week or more, the employee shall receive 50 cents per hour increase, retroactive to the first day worked. Requests for out of title pay must be approved in writing by the Associate Vice President for Human Resources. An employee may not receive out of title pay for more hours per week than the regularly schedule hours of the employee who is being replaced. An employee may be compensated under this section or the preceding section, but not both.

ARTICLE 24
RETIREMENT

Effective July 1, 2004 the University shall make annual contributions to its current TIAA/CREF, or an equivalent retirement plan, on behalf of eligible employees of 9% of their regular annual wages and employees shall contribute 2%.

Effective July 1, 2005, the University's contribution shall be 10% and employees shall contribute 1%.

To the extent permitted by TIAA/CREF rules and regulations and if approved by the Board of Trustees, separated employees shall be provided a cash option retirement benefit.

Current eligibility standards shall continue under the TIAA/CREF Plan. Participation in the Plan shall be subject to the rules and regulations of TIAA/CREF and taxing authorities.

ARTICLE 25
REST PERIODS

Full-time employees shall be permitted a 15 minute break away from their work area once in the morning and once in the afternoon, at a time mutually agreed upon with their supervisor. Part-time employees shall receive one such break during the course of their day. In addition, employees shall be permitted to take care of personal needs through adequate lavatory time and time for use of drinking fountains; such time shall be used for the purposes intended and not abused. Employees working with VDTs shall be allowed periodic breaks in concentration when needed.

ARTICLE 26
INCLEMENT WEATHER

In the event the President of the University, or his or her designee, closes the University due to inclement weather, or other emergency, all affected employees shall be notified as soon as practicable and, subject to a specific University need, shall be authorized not to report for work or to leave work early pursuant to the announced closing, as the case may be, without the loss of pay or other accruals.

Notwithstanding the limitations on the use of personal business leave contained in Article 27, any employee who is not able to report for work or who must leave work early due to inclement weather shall be allowed to use personal business time, personal holiday time, or vacation time, provided they have any, for that purpose.

Employees shall also be permitted to take one-half hour lunch periods to avail themselves of an additional one-half hour travel time during hazardous road conditions.

ARTICLE 27
PERSONAL BUSINESS

Section 1.

Full-time employees with one year or more of service as of July 1 of any year shall be allowed three (3) days of personal leave during the following fiscal year. Full-time employees with more than six months, but less than one year, of service as of July 1 of any year shall be allowed two (2) days of personal leave during the following fiscal year. Personal leave is available only to take care of legitimate personal business, such as doctor or dental appointments, legal matters, or similar items that must be scheduled during the work day; it is not intended as a supplement to vacation leave.

Provided an employee notifies his or her supervisor that the requested leave is for one of the foregoing stated reasons, the employee's supervisor shall not inquire further into the reasons given by the employee without first receiving permission from the Associate Vice President for Human Resources, or his or her designee, to do so.

Section 2.

Pay for such leave shall be at the regular straight time hourly rate. Personal leave will normally be taken in half or full-day increments. Requests for use of personal leave in a one or two hour segment may be made to the supervisor and shall not be unreasonably denied.

Section 3.

Except when circumstances do not permit, personal leave shall be requested of the supervisor at least three workdays in advance. A request shall not be unreasonably refused.

Section 4.

Unused personal leave as of June 30th of each year shall be treated as accrued sick leave, unless the employee notifies the Office of Human Resources prior to June 30th that he or she wishes the unused leave to be paid to the employee in a separate check at the end of the first payroll period following June 30th.

ARTICLE 28
FUNERAL LEAVE

Section 1.

In the event of a death in the employee's immediate family, the employee shall be compensated at the regular straight time hourly rate of pay for scheduled time not worked during the three day period immediately following the death. When weather conditions prevent a burial during this three day period, an employee may choose not to use one of the three days provided for use immediately following the death and to use it instead for purposes of attending the burial when subsequently held.

Section 2.

Immediate family includes spouse, child, stepchild, foster child, son-in-law, daughter-in-law, sibling, parent, step parent, parent-in-law, grandparent and grandchild. Immediate family also includes a person with whom the employee cohabits as spouse, although not legally married.

Section 3.

In the event of the death of an employee's brother-in-law, sister-in-law, niece or nephew, aunt or uncle, the employee may request the time off referred to in Section 1, except that only one day shall be with pay and the remaining days shall be without pay.

Section 4.

Employees shall notify their supervisor as soon as possible of a need to take a leave pursuant to this provision.

ARTICLE 29
JURY DUTY

Section 1.

All employees who provide their supervisor with a copy of a notice to serve as a juror shall receive their regular pay for any time missed while so serving. The employee shall reimburse the University for any fees collected for that service, excluding mileage reimbursement, within 10 days of receipt of that reimbursement. The University may require evidence of the amount of reimbursement.

Section 2.

Employees shall report to work on those days or at those times when their presence as a juror is not required.

ARTICLE 30
MILITARY DUTY

Employees serving on active duty with the Armed Forces or the National Guard shall be accorded all rights due them under state or federal law. In addition to those rights, any such employee who returns to work shall receive seniority in accordance with the Article 53, Seniority, of this Agreement.

ARTICLE 31
VOLUNTEER FIRE AND AMBULANCE CALLS

Section 1.

Full-time and part-time employees who are bona fide members of a recognized volunteer fire department or volunteer ambulance unit shall receive full pay for time spent responding to calls during normal working hours. Reasonable accommodation shall also be made for such full-time and part-time employees who are required to respond to calls at or near the start of their work day.

Section 2.

The University may require proof of membership and/or attendance at any fire or ambulance call for which pay or other accommodations are requested.

ARTICLE 32
HOLIDAYS

Section 1.

Full-time employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
	New Year's Eve Day

Section 2.

Each full-time employee who passes the probationary period shall also receive two personal holidays each year which may be taken anytime, provided one week's notice is given to the employee's supervisor and scheduling permits. Wages for a personal holiday unused as of June 30 of each year shall be paid to the employee by separate check at the end of the first payroll period following June 30. Payments for the personal holiday and unused personal business leave, if any, may be combined in a single check.

Section 3.

If a holiday falls on a Saturday or Sunday, it will be observed on the day designated by the Federal or State government. If a holiday falls on a Saturday or Sunday and it is not designated by the Federal or State government, Saturday holidays will be observed on Friday and Sunday holidays on Monday. However, when Christmas Eve and New Year's Eve fall on a Friday, they will be observed on Thursday and Christmas and New Year's will be observed on Friday; when Christmas Eve and New Year's Eve fall on Saturday, they will be observed on Friday and Christmas and New Year's will be observed on Monday; when Christmas Eve and New Year's Eve fall on Sunday, they will be observed on Friday and Christmas and New Year's will be observed on Monday.

Section 4.

Any full-time employee who works on a day observed as a holiday shall receive time and one-half plus equivalent time off at a mutually agreed upon time during the fiscal year. Approval of equivalent time off shall be subject to scheduling needs and shall not be unreasonably denied. For purposes of determining overtime eligibility, the equivalent time off will be deemed the holiday for any employee required to work on a designated holiday.

Section 5.

Holiday pay shall consist of pay at the employee's regular straight time hourly rate for the regularly scheduled number of hours (subject to summer hours).

Section 6.

To be eligible for holiday pay, the employee must be (a) regularly working, (b) must be scheduled to work during the week in which the holiday falls, and (c) must work on his or her last scheduled workday preceding the holiday and his or her first scheduled workday following the holiday. Employees not working on those days because of approved personal holiday, personal business, vacation or sick leave shall still qualify for holiday pay. However, the University may require verification from the employee's physician if the absence is due to sickness. Employees on layoff (seasonal or otherwise), leave of absence, or other leaves (e.g., disability; Workers' Compensation, etc.) shall not be eligible for holiday pay for holidays which fall during that absence.

ARTICLE 33
VACATIONS

Full-time employees shall be credited with and accumulate vacation days based on time worked pursuant to the schedule below. Employees shall be deemed to have "worked," and therefore entitled to accumulate such leave, in each month in which that employee is paid for 16 or more full days. Paid vacation, personal days, paid holidays will count as days worked; sick days (including sick bank days), disability leave and workers compensation days do not count as days worked.

Full-time employees shall receive paid vacation days as follows:

- (a) full-time twelve (12) month employees who, prior to July 1 of each year:

<u>Have</u>	<u>Shall Receive</u>
(1) less than 12 months service	5/6 day for each month of service
(2) one year but less than six years of service	two weeks of paid vacation
(3) six years but less than twelve years of service	three weeks of paid vacation
(4) twelve years or more of service	four weeks of paid vacation

- (b) full-time seasonal employees who, prior to July 1 of each year;

<u>Have</u>	<u>Shall Receive</u>
(1) less than 12 months service	5/6 day for each month of service
(2) one year but less than six years of service	eight days of paid vacation
(3) six years but less than twelve years of service	twelve days of paid vacation
(4) twelve years but less than eighteen years of service	sixteen days of paid vacation
(5) eighteen years or more of service	twenty days of paid vacation

GUIDELINES FOR ADMINISTRATION

(1) Vacations are not cumulative. The University encourages vacations to be taken during the months of June, July, or August. However, vacations may be scheduled at any time during the year with the approval of the Department Head. Any earned vacation not taken by June 30th of the following year shall lapse. However, when the University's scheduling needs do not reasonably permit an employee to utilize their full vacation leave by June 30 of each year, the employee may carry their remaining time into the next year only, or be paid for that time, in the employee's discretion, at the employee's regular hourly rate of pay.

(2) If an employee is transferred to another Department, any vacation days accumulated will transfer with her/him.

(3) If a University-recognized holiday to which the employee is otherwise entitled falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record.

(4) Requests for vacation pay must be received by the employee's supervisor at least fourteen (14) days before such vacation in order that vacation pay may be paid before the vacation period begins. Such pay shall be in a separate check.

(5) Vacation pay shall be calculated by multiplying the regular straight time hourly rate the employee would receive if he/she had worked, by the number of work hours per week in his/her normal schedule up to a maximum of forty (40) hours per week.

(6) In order for the initial month of employment to be counted, employment must begin before the 15th of the month.

(7) Earned vacation may only be taken as of July 1 of each year. In the event of emergency or special circumstances, the Associate Vice President for Human Resources may permit early use of earned vacation days.

(8) Vacations normally should be scheduled on a calendar week basis. Vacations of more than two consecutive weeks shall not be scheduled without special approval of the Supervisor.

(9) If an employee is ill before his/her vacation is scheduled to begin, he/she will be permitted to change his/her vacation to a later date which will not conflict with departmental schedules.

(10) If an employee requests vacation prior to April 30 for the following July 1 to June 30 period, and such request is granted, the University shall not, after April 30, revoke that grant. In addition, if a conflict develops between employees for the same vacation period and each employee has requested that period prior to April 30, preference shall be given to the more senior employee. If a conflict develops between employees for the same vacation period and none of the employees has requested that vacation period prior to April 30, preference shall be given on a first-come first-served basis.

(11) Employees who leave in good standing and give a two-week notice to the Associate Vice President for Human Resources shall receive their earned vacation pay. Vacation pay will not be given for periods of employment lasting less than six months.

(12) July 1 of each year is the benefit date for determining earned vacation time.

(13) If seasonal employees intend to take vacation in June, July and August, they shall notify the University prior to June 30 of those weeks they intend to take.

ARTICLE 34 **SICK LEAVE**

Section 1.

Sick leave is intended for use only in the event of an actual sickness or extended illness, including the receipt of medical care for such sickness or illness. Accumulation of sick leave is permitted, as described below, to afford an employee protection in the event of an extended illness. Sick leave is not earned time off with pay and is not to be treated as such.

Section 2.

Full-time employees shall be credited with and accumulate paid sick leave on the basis of one day for each calendar month worked. Employees shall be deemed to have "worked," and therefore entitled to accumulate such leave, in each month in which that employee is paid for 16 or more full days. Paid vacation, personal days, paid holidays will count as days worked; sick days (including sick bank days), disability leave and workers compensation days do not count as days worked.

Section 3.

Sick leave shall accumulate from the first month of employment, but sick leave earned during the probation period shall not be granted until after successful completion of that period.

Section 4.

Sick leave shall accumulate to a maximum of 130 days.

Section 5.

An absence necessary before any sick leave is accumulated or available, or an absence in excess of accumulated sick leave shall be covered under the provisions for leaves without pay. Employees may elect to apply unused vacation to cover days absent in excess of allowable paid sick leave.

Section 6.

Sick leave may be requested when it is necessary for an employee to be absent from work because of an emergency illness in his/her immediate household or family. Such a request shall not be unreasonably denied.

Section 7.

In the case of illness occurring away from work, employees must notify their supervisor of their absence at the earliest possible time and in no event later than the start of their scheduled workday. If necessary, the employee shall notify their supervisor at home.

When possible, the employee shall advise their supervisor of how long the absence is expected to continue. The employee shall also notify the supervisor of any change in circumstances which may affect the expected length of absence. If the duration of the absence cannot be determined, the employee shall call in each day of the illness.

Section 8.

When the University has a basis for believing an employee is abusing the sick leave benefit, it may require that employee, for future absences, to provide a doctor's statement that the employee is unable to work due to a sickness provided the employee has been put on advance notice, in writing, by the Associate Vice President for Human Resources.

In addition, if an employee is absent due to sickness for three (3) or more consecutive days, the University, in its discretion, may require a doctor's statement that the employee is unable to work due to a sickness. Such a statement shall not be routinely required.

Section 9.

Employees entitled to paid sick leave shall receive one day's pay for each semi-annual period (July 1 through December 31 and January 1 through June 30) in which they do not use any sick leave.

Section 10.

Upon retirement, an employee shall be entitled to 20 days payment for accumulated sick leave. An employee with more than 50 sick days accumulated shall also be paid for any of the days in excess of 50 up to an additional 20 days [i.e. days 51 – 70]. In addition, and not to duplicate any of the above allotments, an employee will be paid for any of the sick days earned but not used in the last 12 months of employment, up to a total of 12 days. (These 12 days do not count as accumulated days for payment under the first two sentences of this section. The one or two days contributed to the CSEA Sick Leave Bank in an employee's final year before retirement will not necessarily deplete the 12 sick days of the final year as long as the employee has other available days to contribute from previous years.) The maximum allotment at retirement under this formula is 52 days (20+20+12), with no pyramiding of days allowed.

Section 11.

SICK LEAVE BANK: The purpose of this program is to provide additional sick leave to qualified participating members who have exhausted their own sick leave and who require additional leave as a result of an unplanned, prolonged serious personal illness. This sick leave bank is not intended to provide additional sick leave time for medical situations such as common cold or flu, elective or cosmetic surgery, uncomplicated maternity disability; or minor illnesses or disabilities of any kind.

The sick leave bank is administered by a committee consisting of five bank members (appointed by the union president) and the Associate VP for Human Resources.

Decisions of the committee regarding the awarding of benefits are not subject to the grievance process.

The rules and regulations of the bank, including the "Conditions" established in the remainder of this section, as well as interpretations thereof, may be changed upon the recommendation of the committee and the concurrence of the Associate VP for Human Resources and Union President.

CONDITIONS:

- (1) Membership in the bank is available to all bargaining unit members.
- (2) Prospective members will apply for membership by notifying the committee in writing.
- (3) Membership is open during the month of September of each year.
- (4) Members will donate two (2) days at the time of joining and one (1) day each year thereafter to retain their membership.
- (5) Membership may be terminated by notifying the committee in writing. An employee may rejoin the bank with the express written consent of the Sick Leave Bank Committee as defined above.
- (6) Membership may be continued each year without reapplication.
- (7) Days donated are non-refundable.
- (8) Any member withdrawing from the bank due to retirement, resignation, or any other reason will not be eligible to withdraw days donated. These days will remain in the bank.
- (9) Only members of the bank are eligible to draw benefits.
- (10) After a member has exhausted personal sick leave, a minimum waiting period of one (1) week (5 working days) must occur before drawing days from the bank.
- (11) When a member makes an appeal for sick leave, the committee will respond in writing within four days after the request has been made.
- (12) The committee reserves the right to require a physician's statement or other information it deems relevant in response to an appeal for sick leave, and before the granting of possible benefits.
- (13) Days granted to a member do not have to be returned to the bank; days granted and not used must be returned to the bank.
- (14) Sick leave days requested are for the employee's personal illness only.
- (15) Maximum benefits granted will be specified by the committee, not to exceed 15% of the bank (per individual per incidence) at the time of application for benefits.

Additional time in excess of 15 % of the bank may be granted in emergency situations with the consent of the committee.

If conditions warrant, the applicant may reapply to the committee for additional days. Benefits will be granted only as long as days remain available in the bank.

(16) Benefits will apply only to days on which members would normally have been paid and are paid at the individual's current rate of pay.

(17) If the bank should be exhausted in any given year, the committee may draw one additional day from each member to replenish the bank. Such action will be taken only once in any calendar year.

(18) When the bank's total accumulation reaches four hundred (400) days, additional days shall only be drawn from the general membership based on a decision from the committee. New members will donate as required.

ARTICLE 35 **WORKERS' COMPENSATION**

Section 1.

The University shall continue providing Workers' Compensation coverage to employees disabled on the job in accordance with New York Workers' Compensation Law, and at no cost to the employee.

Section 2.

Workers' Compensation benefits provide eligible employees with a portion of their wages (currently 2/3 up to \$400 per week, by law) during the period of disability. So long as an employee receives such benefits, they shall have the option of utilizing accrued benefit time, using sick leave first, to supplement those benefits, up to the employee's straight time weekly wages then earned by the employee. The total of Workers' Compensation benefits and sick leave pay shall not exceed that straight time weekly wage.

ARTICLE 36 **DISABILITY BENEFITS**

Section 1.

The University shall provide disability benefit coverage to employees disabled off the job, pursuant to the provisions of New York Disability Law, and at no cost to the employee.

Section 2.

Nonetheless, if one-half of an employee's straight time pay exceeds the statutory maximum, the University will pay disability benefits of one-half the employee's straight-time pay up to \$225 per week (effective July 1, 2003, the maximum will be increased to \$300).

Section 3.

An employee who is receiving disability payments shall be deemed on a leave of absence for the period of those benefits, not to exceed 26 weeks. An employee who is not able to return to work at the end of that 26 week period because of the continuing nature of that disability may request a leave of absence under Article 37, Leaves of Absence, for up to another 26 weeks. Such a request must be made at least four weeks before the expiration of the disability benefits, if possible. If the employee's physician is not able to determine the continuing nature of the disability at that time, thus preventing the employee from providing four weeks notice for his/her request for an extension, the employee shall notify the University of his/her request at the earliest possible time.

Section 4.

So long as an employee is receiving the above disability benefits, he or she shall:

- (a) have the option of utilizing accrued benefit time, using sick leave first, to supplement those benefits, up to the employee's straight time weekly wages then earned by the employee. The total disability benefits and sick leave pay shall not exceed that straight time weekly wage;
- (b) continue to accrue seniority.

ARTICLE 37
LEAVES OF ABSENCE

Section 1.

Each regular and full-time employee with at least one year of continuous service with the University shall be eligible for a leave of absence of up to one year without pay. Among the reasons for which an employee may seek an unpaid leave of absence are child rearing and to fill a temporary exempt vacancy at the University. Requests shall be made in writing to the Associate Vice President for Human Resources. After consultation with the employee's supervisor, the Associate Vice President for Human Resources shall decide to grant or deny the request. Such requests shall not be unreasonably denied. In the case of a denial, a grievance may be filed and then accelerated immediately to the third step.

A leave for child rearing may be requested by either a male or female employee for the care of natural children less than one year old or newly placed adoptive children of any age. Such leave shall normally be for six months. Multiple applications for child rearing leave for the same child may be granted if there are compelling reasons.

Section 2.

No benefits, including seniority, shall accrue to an employee during an unpaid leave of absence. Such an employee may, however, continue participation in the University's Health, Major Medical and Life Insurance programs at his or her own cost during the period of the leave, provided the premiums for such coverage are paid to the University in advance, on a monthly basis.

Section 3.

(a) The University shall seek to fill any vacancy created by an employee on an approved leave by a temporary appointment to that position, from within or without the University. If the University is unsuccessful in finding a temporary replacement after a diligent attempt, it may fill the position with a permanent appointment. Whenever a vacancy created by a leave is filled from within the University, the University may appoint to the resulting vacancy a temporary employee.

(b) If the vacancy has been filled by a temporary appointment, upon expiration of the employee's leave, the employee shall be returned to his or her original post. If the vacancy has been filled by a permanent appointment, upon expiration of the employee's leave, the employee shall be returned to a position of like status and pay as the employee's original position.

(c) In the event an employee's job has been eliminated or reduced from full-time to part-time status during their leave, the layoff and recall provision of Article 54, Layoff & Recall shall be applied in conjunction with paragraph (b) in determining the position to which they return.

Section 4.

An employee who, during a leave of absence, is employed elsewhere without prior written permission of the University or who fails to return immediately upon expiration of his or her leave of absence, shall be deemed a voluntary quit.

Section 5.

An employee on an approved leave of absence shall neither lose accrued seniority (subject to Article 53, Seniority) nor accrue additional seniority, during the period of leave.

Section 6.

Extensions of a leave of absence may be granted by the University in its discretion. Notwithstanding the provisions of Article 58, Grievance and Arbitration, the University's decision to grant or refuse an extension of a leave shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 38
BENEFIT INFORMATION

The University shall provide each employee, on a monthly basis, with a statement of their accrued and unused sick leave, vacation leave, personal days, and personal holidays.

ARTICLE 39
HEALTH INSURANCE

Section 1.

The University shall provide a Comprehensive Group Health Plan (Policy FE0010) with riders for chiropractic services, inpatient alcohol and substance abuse treatment, and extended student coverage to age 23, and a Prescription Drug Card Program (Policy R08400) through Blue Cross/Blue Shield of Utica-Watertown, or substantially equivalent plans.

The University shall continue in place a §125, Internal Revenue Code, plan for employee payment of their share of health insurance premiums with eligibility to participate in Section §125 reimbursement accounts. This plan shall be subject to, and conditioned on, compliance with §125 and all applicable Internal Revenue Service rules and regulations.

Subject to the limitations hereafter provided, the University shall pay the full cost of individual coverage for the comprehensive group health insurance plan and prescription drug card program for full-time active employees who have completed their probationary period as referenced in Article 16, Section 1. Coverage will be effective the first day of the month following completion of the probationary period. Eligible employees electing dependent coverage shall contribute towards the cost of coverage an amount equal to 60% of the additional cost of family coverage.

The University may reopen the contract with respect to health insurance in the event the monthly premiums for bargaining unit coverage effective January 1, 2005 and/or January 1, 2006 increase by more than 20% from the prior year. Any reopening after January 1, 2005 will be with regard to the July 1, 2005 – June 30, 2006 contract year and after January 1, 2006 will be with regard to the July 1, 2006 – June 30, 2007 contract year. During such reopening the remainder of this Agreement will remain in full force and effect.

If at anytime during the life of this Agreement, an employee contribution for individual coverage is imposed on faculty and administrative staff, the University may reopen this Agreement for the purpose of negotiating with the Union over the imposition of an employee contribution for individual coverage for members of the bargaining unit. In addition, during the life of this Agreement either party may, on an annual basis, approach the other party to informally discuss health insurance, but no changes can result from those discussions unless mutually agreed.

Section 2.

The University shall continue to pay its share of premiums on the comprehensive health plan and prescription drug program for up to six months in the event of an employee's absence from work while on disability or Workers' Compensation. To the extent permitted by the insurance carrier, employees absent from work due to disability or Workers' Compensation beyond this six month period shall be allowed to continue coverage at their own expense.

Section 3.

Full-time employees on seasonal layoff shall continue to have their individual comprehensive group health plan coverage and prescription drug card program paid for by the University during the layoff; such employees may elect continuation of dependent coverage on the same basis provided to active employees, as billed to them by the University.

Full-time employees on layoff other than seasonal layoff may continue coverage under the comprehensive group health plan and prescription drug card program during periods of layoff so long as they continue to have recall rights. Coverage may be continued only at the employee's own expense, without University contribution, as billed by the University.

Upon the expiration of an employee's recall rights, all entitlement to coverage, even at the employee's own expense, shall terminate except as required by COBRA.

Section 4.

During the life of this agreement, employees who retire between the ages of 62 and 65, and have completed ten years of full-time service, shall be permitted to continue coverage on the comprehensive group health plan and prescription drug card program until age 65. The University will pay an amount equal to 25% of the cost of individual coverage during this period; the employee shall pay any remaining premiums. After age 65, retired employees may continue coverage, to the extent permitted by the plan, at their own expense.

The one current retiree who was hired prior to July 1, 1994, shall continue to have coverage available in the comprehensive group health plan and prescription drug program at his/her own expense.

Section 5.

Employees who regularly spend a substantial portion of their time working with video display terminals shall be entitled to a reimbursement of up to \$175, in any two-year period, towards the purchase of prescription eyeglasses or other prescription corrective lenses, and eye examinations.

ARTICLE 40
LIFE INSURANCE

The University shall provide all full-time employees, at no cost to the employee, life insurance coverage in an amount approximately equal to their annual salary or \$10,000, whichever is greater, in accordance with Prudential Policy Number G-32981 or a substantially equivalent plan.

ARTICLE 41
EDUCATIONAL BENEFITS

Section 1.

So long as they remain employed by the University, full-time employees who have passed the probationary period may take up to one course per semester, tuition-free, at the University provided: (a) the employee meets the requirements imposed upon all candidates for enrollment and is permitted to enroll by the University's Admissions Office; and (b) the scheduling is approved by the Associate Director of Human Resources. The scheduling decision of the Associate Director of Human Resources shall be subject to the Grievance and Arbitration procedure.

Included in this benefit is up to nine total hours of cross registration in the Associated Colleges of St. Lawrence Valley Cross-Registration Program, so long as the University continues to participate in that program and subject to the rules and regulations of that program.

This benefit includes graduate courses offered by St. Lawrence University. In addition, it includes graduate courses available through cross registration in the Associate Colleges of St. Lawrence Valley Cross Registration Program, to the extent and so long as that Program permits the University to cross register for graduate courses on the same basis permitted for undergraduate courses.

In order for an employee to receive their full pay for any week in which he/she attends classes during the workday under this section, the employee must make up that lost time in the same week. Verification of made up time may be required by the University.

Pursuant to these same conditions, employees who matriculate shall be permitted to take up to two courses per semester (and one course per winter term, so long as it exists), tuition-free.

Section 2.

Dependent children (pursuant to IRS regulations) of full-time employees who have been so employed continuously for three years who are accepted for admission by the University's Admissions Office may matriculate at St. Lawrence University tuition free. This benefit is available only so long as the employee-parent remains a full-time employee and is limited to the number of semester units minimally required to obtain a baccalaureate degree or successful completion of the requirements for a baccalaureate degree, whichever occurs first.

Dependent children (pursuant to IRS regulations) of full-time employees who have been so employed continuously for three years may take one University course per summer session, tuition-free, subject to University and faculty approval, provided (a) the courses are taken during the first five summers after High School graduation, (b) the student is not a matriculated student at the University, and (c) the student is a non-High School student at the time the courses are taken. This benefit is available only so long as the employee-parent remains a full-time employee.

A spouse of a full-time employee who has been so employed continuously for three years may take one course per semester (including each summer session), tuition free, subject to University and faculty approval. This benefit is available only so long as the employee spouse remains a full-time employee.

Dependent children (per IRS regulations) of full time employees who have been so employed continuously for three years will be eligible to participate in The Tuition Exchange Scholarship program, so long as the University participates in that program and the program permits such participation. Participation will be on such terms as are established by The Tuition Exchange.

Section 3.

Benefits under this Article do not extend to fees other than tuition, nor, with the exception of cross-registration benefits provided in Section 1, do they extend to any other institution.

Section 4.

Any decision of the University's Admissions Office concerning a matriculating employee or dependent shall be final and shall not, under any circumstances, be subject to this Agreement's grievance and arbitration provision. Decisions concerning non-matriculating students may be appealed to the University President, or his or her designee; the decision of the President or designee shall be final and shall not, under any circumstances, be subject to this Agreement's grievance and arbitration provision

Section 5

(a) An employee otherwise entitled to benefits under Section 1 and 2 who subsequently is laid off, shall be permitted to continue to receive those benefits for the remainder of the semester in which the layoff occurs.

(b) In the event of the death or permanent total disability of any employee who, at that time, had an enrolled dependent receiving benefits under Section 2 and,

(1) had less than 10 years of service with the University, the enrolled dependent shall be permitted to continue receiving the benefits of Section 2 for the remainder of the academic year in which the death or such disability occurred;

(2) had 10 or more years of service with the University, the enrolled dependent shall be permitted to continue receiving the benefits of Section 2.

ARTICLE 42
PROFESSIONAL DEVELOPMENT

It is the University's intention to encourage employees in their professional development and to provide opportunities to its employees to accomplish that objective. When professional development opportunities arise which the University feels are appropriate for its employees, it shall provide access to those opportunities in a fair and equitable manner.

ARTICLE 43
BULLETIN BOARDS

Section 1.

The Union shall have the right to post notices on the bulletin boards designated below:

<u>BUILDING</u>	<u>LOCATION OF BULLETIN BOARD</u>
Vilas Hall	Outside Office of Human Resources and in Secretaries' Lounge
Owen D. Young Library	Employees' Lounge of Library
Brewer Bookstore	Wall Outside Secretaries' Office
Noble Center	Board Outside Security Office in Basement
Bewkes Hall	Brown 134, Physics Dept. Office, Biology Dept. Office
Richardson Hall	Room 102
Hepburn Hall	Room 102, Bulletin Board, Economics Side
Facilities Operations	Facilities Operations, 2nd Floor, Main Office
Atwood Hall	Room 21
Augsbury Physical Education Center	Room 101, Main Office
Dean-Eaton Hall	Counseling Service
Madill Hall	Room 101
Whitman Hall	Bulletin Board in Hall, First-Year Program
Winning Health Center	Health Center Kitchen

Piskor Hall	Room 114
Memorial Hall	Room 204
Launders Sci Library	Valentine Reading Room, Library Assistant's Desk
Dining Services	Dining Services Office
Appleton Arena	Secretaries' Office
Carnegie Hall	Room 321 (workroom)

Section 2.

All such notices shall be submitted in advance to the Associate Vice President of Human Resources (or designee) and shall be restricted to notices concerning Union meetings, social affairs, elections, and other Union business. Under no circumstances shall derogatory statements about the University be posted. Following submission to the Associate Vice President for Human Resources it shall be the Union's obligation to effectuate posting. It shall also be the Union's obligation to remove out of date notices in a timely fashion.

ARTICLE 44
BOOKSTORE

Upon completion of their probationary period, employees covered by this Agreement shall be entitled to the same discount for Campus Bookstore purchases made available by the University to the Faculty and Administration.

ARTICLE 45
PARKING

Parking will be made available to bargaining unit members in areas generally made available to staff.

ARTICLE 46
IDENTIFICATION CARDS

Upon completion of their probationary period, employees covered by this Agreement shall be issued identification cards which shall entitle them to the same identification card use privileges as provided by the University to Faculty and Administration.

ARTICLE 47
PERSONNEL RECORDS

Section 1.

Employees shall be entitled to review the contents of their personnel files provided arrangements are made in advance with the Office of Human Resources and a mutually convenient time is agreed upon.

Section 2.

Employees shall be permitted to submit to the Associate Vice President for Human Resources a rebuttal to derogatory material contained in their personnel file, to be included in their file, provided that rebuttal does not exceed two pages in length.

Section 3.

Employees may request that derogatory material other than performance evaluations and discipline be removed from their personnel file after a period of two years and provided during that period there has been no reoccurrence of an incident of a similar nature it shall be removed.

ARTICLE 48
SAFETY

Section 1.

The University shall continue to be empowered to make reasonable rules and provisions for the safety and health of its employees. The University shall notify the Union of any changes in or additions to safety rules.

Section 2.

Two members of the bargaining unit shall be selected to sit on the campus-wide Safety Committee, so long as that committee is in existence. They shall receive minutes of the meetings on the same basis as other members. When representatives participate in Committee meetings during working hours, it shall be with pay. The President of the Union may recommend to the President of the University (through Human Resources) names for consideration.

ARTICLE 49
PHYSICAL EXAMINATIONS

Section 1.

The University, through the Office of Human Resources, reserves the right to require a physical examination of an employee at the Health Service or other designated area in the following cases: (1) upon return from an illness of two weeks or more; (2) after exposure to a communicable disease; (3) after undergoing surgery, or from an injury necessitating absence of one day or more; (4) under other reasonable circumstances.

Section 2.

An employee shall have the option of having the examination performed by his or her personal physician at their own expense. Employees who choose to obtain a statement of health from a physician of their choice should present it to the University Health Service.

ARTICLE 50
RULES AND REGULATIONS

Section 1.

The University may promulgate reasonable rules and regulations not inconsistent with the provisions of this Agreement. At least two weeks prior to implementation of any such rule or regulation, unless the circumstances reasonably require the University to act on shorter notice, the University shall notify the Union and provide the Union with an opportunity to discuss the proposed rule. Following expiration of that two week (or shorter period if the circumstances reasonably require), the University may implement the proposed rule or regulation.

Section 2.

Should the Union consider any proposed rule or regulation unreasonable or in conflict with this Agreement, it may pursue the matter under the grievance procedure.

ARTICLE 51
NEW TECHNOLOGY

In the event the University introduces new technology which results in the layoff of any employee or a substantial reduction in the hours of work available for any employee, the University shall so notify the Union one month in advance. In such event, the University shall meet with the Union, upon receipt of a timely demand, to negotiate the impact of the introduction of that technology on the employees involved, including specifically the availability of retraining opportunities for employees affected by the new technology, in an attempt to avoid layoffs and/or demotions, and preferential hiring of such employees for any vacant positions. Introduction of that technology shall not be delayed, beyond the one month notice period, due to negotiations over its impact.

The University recognizes the importance of training for employees with respect to the introduction of new technology on campus. Towards that end, it shall provide such training as it deems appropriate for employees. Time spent in training that is required by the University shall be paid by the University at the employee's straight time rate.

ARTICLE 52
SUBCONTRACTING

The University shall provide the Union with four months notice of any decision to subcontract work which will result in the layoff of employees qualified to do the work or which occurs while employees qualified to do the work are on layoff. This notice obligation shall be triggered when the University begins to seriously consider such a subcontracting option. During this period, the Union shall have the opportunity to offer and discuss alternatives to subcontracting with the University, but such discussions shall not require any delay, beyond the four months notice period, in implementation of the University's decision. Upon a timely demand by the Union, the University shall negotiate with the Union the impact of such a subcontracting decision, including specifically the availability of retraining opportunities for employees affected by the subcontracting, in an attempt to avoid layoffs and/or demotions, and preferential hiring of such employees for any vacant positions.

Except in emergency circumstances and upon prompt notification to the Union, or with the mutual agreement of the parties, the University will not solicit bids for such subcontracting during the first two months of the notice period, nor will the subsequent solicitation of bids in itself cause the discussions contemplated by this Article to end. The University will notify the Union no later than the expiration of the four month period whether it is going forward with the solicitation of bids.

ARTICLE 53
SENIORITY

Section 1.

For purposes of this Agreement, employees shall accrue only University Seniority. University Seniority is the length of continuous service while on the University payroll, whether in or out of the bargaining unit, from the employee's latest date of employment, and shall be computed on an hours worked basis, which will include straight time actually worked, paid time off, time compensated by disability and workers compensation benefits, and the hours equivalent of up to 5 days of authorized leave without pay actually used by an employee during each six month period of the calendar year (i.e., January 1 - June 30; July 1 - December 31).

Section 2.

Subject to Section 3, employees shall lose seniority for the following reasons:

- (a) discharge without reinstatement;
- (b) voluntary quit, resignation or retirement;
- (c) continuous layoff in excess of 12 months;
- (d) failure to contact the immediate supervisor within three working days of receipt of a written notice to the employee, sent certified mail to the employee's last known address, of a recall;
- (e) failure to return to work within five working days of receipt of a written notice to the employee, sent certified mail to the employee's last known address, of a recall, unless a longer period of time is agreed to by the University and the employee;
- (f) failure to return to work immediately upon the expiration of any authorized leave of absence; or
- (g) failure to notify the immediate supervisor of the reason for any absence for three consecutive work days, except in emergency situations in which notice cannot be given.

Section 3.

An employee whose employment with the University has ended for any reason other than discharge, and who is subsequently rehired by the University into the bargaining unit, shall:

- (a) if rehired within one year, regain their previously attained seniority (no seniority shall accrue for the period not employed in the unit) upon completion of a 30 day probationary period (subject to a 30 day extension); or
- (b) if rehired within two years, regain their previously attained seniority (no seniority shall accrue for the period not employed in the unit) after a three month probationary period.

Section 4.

A temporary employee who is made permanent shall receive seniority credit to the first date of hire of that employee provided there has been no break in continuous service of more than two weeks.

ARTICLE 54
LAYOFF AND RECALL

Section 1.

The University recognizes that attrition, and not layoffs, is its preferred means for responding to reduced work requirements. Nonetheless, there may be particular situations in which the University determines that a layoff is warranted. When those situations arise, the University shall implement its decision in accordance with this Article.

Section 2.

In the event of a layoff, the University shall determine the position to be eliminated.

Section 3.

Subject to Section 7, layoffs shall be made as follows:

(a) the employee in the affected position shall be laid off;

(b) in the event the layoff is to be of more than two weeks duration, the employee in the affected position may displace the least senior employee, based upon University seniority, of the same status (i.e. full-time or part-time), whose job, if any, in the judgment of the University the more senior employee is qualified to perform with minimal or no training. In that event the less senior employee shall be laid off. If the more senior employee is unwilling to accept that job, the more senior employee shall forfeit any right to bump and shall be the employee laid off.

(1) When more than one employee is selected for layoff under Article 54, Section 3(a), the bumping procedure contained in the contract shall be applied to those employees in order of University seniority beginning with the most senior employee.

(2) Under Article 54, Section 3(b), that laid off employee may bump into the position held by the bargaining unit employee with the least University seniority, provided the laid off employee is qualified to perform that position with minimal or no training.

(3) Only if the laid off employee is not qualified for that position with minimal or no training, he or she may bump the next least senior employee on that list provided he or she is qualified for that position with minimal or no training. This process will continue until the laid off employee is qualified (with minimal or no training) to bump an employee with less University seniority, or she or he elects not to proceed further with the process. Whenever that laid off employee has the opportunity to bump under this Article and is unwilling to do so (or unwilling to proceed further with the process), that employee shall forfeit any right to bump and shall be the laid off employee.

Example: The position of a Grade 14 employee is eliminated and she is selected for layoff. At that time, she has 4 years of University seniority and the last four slots on the University seniority list are filled as follows (in order of most to least University seniority):

- | | |
|------------------------|-----------|
| 4. Employee D Grade 14 | 3.5 years |
| 3. Employee C Grade 17 | 3.0 years |
| 2. Employee B Grade 13 | 2.0 years |
| 1. Employee A Grade 16 | 1.0 years |

If the laid off employee is not qualified to perform Employee A's position with minimal or no training, she may bump Employee B; if she is qualified for Employee B's position with minimal or no training, she must take that position or forfeit her rights and be laid off; if she is not qualified for Employee B's position with minimal or no training, she may bump Employee C; and if she also is not qualified for that position, she may bump Employee D, and so on up the list until she finds a position that she is qualified to perform with minimal or no training or she no longer has more University seniority than the remaining employees on the list.

(4) Notwithstanding any other provision of the contract, the employee bumped from his or her position under the above process has no bumping rights or other entitlement to any position except as provided in Article 54, Section 3(e), relating to temporary clerical/secretarial positions.

(c) a more senior employee who exercises his or her right to bump into another position shall be paid while in that position the higher of the minimum rate for that position or their rate at the time of the layoff. While in their new position, such employee shall receive the benefit of any across-the-board pay increases implemented during the life of this Agreement;

(d) subject to Section 10, in the event a vacancy subsequently arises in any unit position and notwithstanding (Article 13, Transfer & Promotion), the University shall have the right to require an employee who has exercised their right to bump under paragraph (c) to fill that vacancy (at the higher of the minimum rate for that position or their current rate), provided they are qualified, and the position is of the same status (i.e., full-time or part-time), or retain the position then occupied at that position's lower, regular rate of pay; the University shall continue to have this right until such time as the employee fills a position with the same grade level as they held at the time of the layoff or the employee elects to remain at the lower graded position;

(e) an employee displaced pursuant to paragraph (b) shall be offered any temporary clerical/secretarial position then existing, except those in grant programs, provided that, in the judgment of the University, the employee is qualified and willing to perform the work.

Section 4.

The Union shall be notified of any impending layoff at least two weeks in advance in order to provide it an opportunity to present to the University the qualifications of any employee whose position is to be eliminated.

Section 5.

The University and Union acknowledge the experimental nature of the procedure outlined in Section 3 (c) and (d) and agree that it shall expire of its own terms on June 30, 2003 unless renewed by express written agreement of the parties.

Section 6.

In the event the hours of work for any position are reduced to such an extent as to alter that position from full-time to part-time, the employee in the affected position may displace that full-time employee in the same grade level with the least University seniority whose job, if any, in the judgment of the University, the more senior employee is willing and qualified to perform with minimal or no training. The displaced employee shall be offered the resulting part-time position, provided that in the judgment of the University, the displaced employee is willing and qualified to perform the work of that position with minimal or no training.

Section 7.

In the event of a layoff, officers of the Union, while holding office, shall be deemed to have the greatest seniority among all employees. Officers covered under this provision are the President, Vice-President, Secretary, Treasurer and Chief Steward.

Section 8.

Affected employees shall be notified as early as practicable of any layoff, with employees having five years or less service receiving at least two weeks notice and employees with more than five years service receiving at least four weeks notice.

Section 9.

(a) Notwithstanding (Article 13, Transfer & Promotion), and only after application of Sections 3(d) and 10, any employee on layoff, in a part-time position assigned under Section 6, or in a temporary position pursuant to Section 3(e), shall be offered any permanent vacancy that arises in the bargaining unit which is of the same grade level or lower and the same status (i.e., full-time or part-time) as the position they held prior to the layoff, provided the employee is qualified and willing to perform that job and the employee has not lost his/her seniority under Article 53, Seniority.

An employee who receives a position pursuant to this paragraph shall continue to be subject to its preference until such time as they receive a position of the same grade level and status as the position they held prior to the layoff.

(b) In the event there is more than one employee who qualifies for a permanent vacancy under paragraph (a), the vacancy shall be awarded to the employee with the greatest University seniority, except that an employee who has refused a position under paragraph (a) shall be deemed the least senior employee affected by the layoff as of the date of the refusal.

Section 10.

When a recall occurs in a laid off employee's former position, the employee laid off last shall be notified in writing and rehired first, unless such employee has lost his/her seniority under Article 53, Seniority.

Section 11.

Whenever an employee is to be offered a permanent vacancy under Section 9 or a recall is to occur, the Union shall be notified at least one week in advance, when practicable, and be provided an opportunity during that period to discuss the employee involved.

Section 12.

Employees hired as seasonal employees shall not be covered by the provisions of this Article with respect to seasonal layoffs.

ARTICLE 55
STRIKES, PICKETING AND LOCKOUTS

Section 1.

During the term of this Agreement there shall be no strikes, work stoppages, work slowdowns or other concerted refusals to work, regardless of whether the basis for such work refusal is an arbitrable dispute or not.

Section 2.

During the term of this Agreement, there shall be no picketing with respect to arbitrable disputes. In addition, there shall be no picketing with respect to non-arbitrable disputes until such dispute has been raised by the Union and discussed at a Labor-Management Committee or Safety Committee meeting, as is appropriate. Any picketing permitted shall be solely for informational purposes.

Section 3.

Any employee engaging in activity prohibited by Sections 1 or 2 of this Article, or who causes, instigates, encourages or condones such activity, shall be subject to discipline, including discharge. The parties recognize that Union officers and stewards have an added responsibility to comply with the terms of this Agreement and to lead, in that respect, by example. In the event an officer or steward violates this Article and is disciplined for so doing, the University may reasonably take into account any breach of that responsibility in determining the level of discipline appropriate.

Section 4.

In the event any activity prohibited by Sections 1, 2 or 3 of this Article does occur, the Union shall make every reasonable affirmative effort to prevent or terminate that activity, including but not limited to advising the employees in writing, upon the request of the University, that such activity is in violation of this Agreement and that those participating in such activity may be subject to discipline. The Union's failure to so notify the employees within a reasonable period (not to exceed 48 hours) following receipt of the University's request shall be deemed condonation of the prohibited activity by the Union.

Section 5.

The University agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 56
LABOR-MANAGEMENT COMMITTEE

Section 1.

To ensure open communication on issues of importance to the University and the Union, there shall be created a Labor-Management Committee. This Committee shall consist of up to three representatives of the Union (at least two of whom must be employees) and up to three representatives of the University. The Committee shall be limited to job-related issues not covered by the grievance procedure, including the development of appropriate recommendations in the area of safety and equal employment and affirmative action concerning minorities, women and persons with disabilities.

Section 2.

A meeting shall be scheduled once each month during working hours, unless both parties agree to forego such a meeting.

Union representatives of the Committee shall be allowed reasonable time off, subject to work requirements, to attend. Such time off shall be with pay, up to a total, for all Union representatives, of nine hours per calendar month. This allotment of paid time off shall not be cumulative and shall expire at the end of each calendar month, whether used or not.

In the event additional meetings are desired, either party may request them and the other shall not unreasonably refuse to meet. These additional meetings shall be held during non-working hours and Union representatives shall receive no pay for attendance.

ARTICLE 57
DISCHARGE AND DISCIPLINE

Section 1.

Employees retained beyond the probationary period shall be discharged or otherwise disciplined only for just cause. The University's determination of cause shall be subject to the grievance and arbitration procedure.

Section 2.

Unless the University's determination of cause is processed through the grievance procedure within ten (10) working days of the announcement or imposition of any discipline, whichever occurs first, such determination shall be conclusively deemed as taken for just cause.

ARTICLE 58
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

A grievance shall be defined as a claimed misinterpretation, inequitable application or alleged noncompliance with an express provision of this Agreement.

Section 2.

Step 1. Within ten (10) working days after the employee becomes aware, or should have become aware, of the contract violation giving rise to the grievance, the grievance must be presented to the employee's Department Head. The grievance shall be in writing at this Step, shall state the facts giving rise to the grievance, the contract provision violated, and the remedy sought, and shall be signed by the individual allegedly aggrieved by the University's action. The Department Head shall respond to the grievance in writing within five (5) working days of its submission.

Step 2. If no satisfactory adjustment is reached at Step 1, the grievant may appeal the decision to the University Office of Human Resources within five (5) working days after receipt of the Step 1 reply. Within ten (10) working days of receipt of the appeal, a meeting on the grievance will take place with the grievant, steward, and/or Union representative, and the University Associate Vice President for Human Resources, or her/his designee, in an effort to resolve the grievance. Within five (5) working days of this meeting, the Associate Vice President for Human Resources, or designee, shall reply to the grievance in writing.

Section 3.

Unless otherwise provided in this Agreement, the University's written answer at Step 2 of the grievance procedure may be appealed by the Union to arbitration by notice in writing to the American Arbitration Association ("AAA") requesting processing in accordance with AAA's voluntary labor arbitration rules, with a copy delivered to the Associate Vice President for Human Resources, both within thirty (30) calendar days of the date of delivery of the Step 2 answer. Grievances shall not be consolidated for hearing before the same arbitrator unless the parties mutually consent in writing to AAA.

Section 4.

The parties recognize the importance of pursuing grievances in a timely fashion. For that reason, the time limits contained in this Article for the initiation and appeal of grievances shall be strictly adhered to and shall not be deemed waived except by mutual written agreement of the parties. In the event the University does not answer a grievance within the specified time limit, the grievant must move the grievance to the next step or waive it. Grievances not initiated or appealed within the time limitations and in the manner set forth herein shall be deemed waived and barred from further processing. The failure to enforce this provision with respect to any grievance shall not be considered by an arbitrator as a waiver of the right to enforce it with respect to any future grievances.

Section 5.

The arbitrator shall have no authority to alter, amend or modify this agreement, or to imply any obligation not expressly set forth herein and his/her decision shall be final and binding. No award shall be retroactive beyond the date of the contract violation. Where an arbitrator provides an award of back pay, the arbitrator shall consider whether that back pay award shall be reduced by the amount of any interim receipts of money.

Section 6.

The arbitration award rendered in accordance with this Agreement shall be final and binding on the University, Union and employees concerned. The expenses and fees of the arbitrator shall be shared equally by the University and the Union. The cost of the transcript of any hearing shall be paid by the party ordering it; if both parties desire it, the total cost shall be shared equally. All other expenses shall be paid by the party incurring them. Either party may be represented by counsel.

Section 7.

The grievant and up to two Union representatives shall be paid for lost time, during regular working hours, for attending Step 2 grievance hearings or arbitrations.

Section 8.

Any settlement between the University and the Union at any stage of the grievance or arbitration procedure shall be binding on the University, the Union and the aggrieved employee or employees.

Section 9.

An employee asked to perform work which he or she reasonably believes jeopardizes their health or safety, or involves illegal or immoral conduct, shall be given a reasonable opportunity to discuss that matter with a steward before performing such work.

Section 10.

An employee who is called to a meeting with his/her supervisor who reasonably believes that such meeting could lead to the imposition of discipline, has the right to attend the meeting with a steward. This right does extend to a meeting the purpose of which is merely to advise the employee of disciplinary action previously determined.

ARTICLE 59
SEVERANCE PAY

In the event an employee's employment relationship with the University ends, the following benefits shall be available:

(a) if the relationship ends due to the employee's retirement, the employee shall be paid for any earned and unused vacation leave, personal business days and personal holidays and, pursuant to Article 34, Sick Leave, up to the amount specified therein;

(b) if the relationship ends due to layoff, in addition to the notice requirements of Article 54, Layoff and Recall, the employee shall be paid for any earned and unused vacation leave, personal business days and personal holidays;

(c) if the relationship ends due to a voluntary quit and the employee leaves in good standing with two weeks advance notice, the employee shall be paid for any earned and unused vacation leave, personal business days and personal holidays;

(d) if the relationship ends due to a voluntary quit and the employee does not leave in good standing or with two weeks advance notice, the employee shall be entitled to no benefit payments;

(e) if the relationship ends due to a discharge, the employee shall be entitled to no benefit payments;

(f) if the relationship ends due to the employee's death, the employee's estate shall be paid for any earned and unused vacation leave, personal business days and personal holidays.

Any benefit payments so due shall be made in a separate check.

ARTICLE 60
PAST PRACTICES

The parties have agreed to continue, during the life of this Agreement, the following practices as detailed below:

(a) Summer Employment: In awarding traditional student summer jobs on campus, the following order of preference shall govern:

- (1) St. Lawrence University students with financial need attending Summer School;
- (2) other St. Lawrence University students with financial need;
- (3) all other St. Lawrence University students;
- (4) for plant or food service jobs, employees in the Local 200 bargaining unit on summer layoff;
- (5) children of St. Lawrence University faculty and employees who are college students;
- (6) other individuals.

The Office of Human Resources shall be responsible for coordinating the hiring of students in categories (5) and (6).

(b) Flexible Lunch Hours and Absences Without Pay: Employees and their supervisors shall be permitted to mutually agree to lunch hour rescheduling outside the normal schedule (and within the bounds of the provisions of the New York State Labor Law) and to occasional, short-duration periods of time off without pay to meet special needs. However, nothing relating to such rescheduling or time off without pay requests and/or decisions shall be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 61 **PART-TIME EMPLOYEES**

Part-time employees shall be covered by the provisions of this Agreement, except as modified below:

(a) Life Insurance: Life insurance coverage for part-time employees shall be in an amount approximately equal to their annual salary or \$5,000, whichever is greater.

(b) Health Insurance and Major Medical: Part-time employees shall be permitted to participate in the University's Health Insurance and Major Medical plans completely at their own expense, without contribution from the University.

(c) Educational Benefits: Part-time employees may take up to one course per year, tuition-free under the conditions established in Article 41, Educational Benefits. The scheduling of such a course shall not interfere with the employee's work schedule unless alternative course scheduling is not available. In any event, scheduling must be approved by the Associate Vice President for Human Resources and lost time made up as provided in Article 41.

(d) Holiday Pay: Part-time employees regularly scheduled to work on a designated holiday shall receive holiday pay for that day under the conditions set forth in Section 6 of Article 32, Holidays.

When a holiday falls on a Saturday or Sunday and the part-time employee is scheduled to work that day but not the preceding Friday or following Monday when the holiday is celebrated under this Agreement, the part-time employee shall receive holiday pay for that day under the conditions set forth in Section 6 of Article 32, Holidays.

Part-time employees shall be entitled to two personal holidays, each such holiday to be equal, in terms of the number of hours, to the part-time employee's normal workday.

(e) Shift Differential: Part-time employees who are regularly scheduled to work less than 7 1/2 hours per shift and whose regularly scheduled shift starts between 3:00 p.m. and 8:00 p.m. shall receive an additional 30 cents per hour for all hours worked under such a schedule. Part-time employees who are regularly scheduled to work less than 7 1/2 hours per shift and whose regularly scheduled shift starts between 8:00 p.m. and 4:00 a.m. shall receive an additional 35 cents per hour for all hours worked under such a schedule.

Part-time employees who are regularly scheduled to work a 7 1/2 hour shift shall receive a shift differential on the same basis as full-time employees. Part-time employees who are regularly scheduled to work Saturday and Sunday shall receive a shift differential on the same basis as full-time employees regularly scheduled to work Saturday and Sunday.

(f) Retirement: Part-time employees regularly scheduled to work 1,000 hours or more per year shall be included in the University's retirement plan.

(g) Workers' Compensation and Disability Plans: The Workers' Compensation and Disability plans currently in effect for part-time employees (i.e., as of June 30, 1985) shall be continued.

(h) Personal Business Leave: Part-time employees are not entitled to paid personal business leave. However, if a part-time employee is in need of personal leave for the reasons set out in Article 27, Personal Business, and that business cannot be taken care of outside the employee's scheduled work day, the employee may request unpaid time off and such request shall not be unreasonably denied.

(i) Unpaid Vacation Allowance: Part-time employees are not eligible for paid vacation. However, such employees shall be eligible for unpaid vacation on a pro rata basis based upon the schedule for full-time employees in Article 33, Vacations.

Part-time employees shall be subject to the same scheduling conditions set out in Article 33, Vacations.

(j) Sick Leave: Part-time employees shall be credited with and accrue sick leave at the rate of one-half day per month. For purposes of this provision a "day" is equal to the average regularly scheduled number of hours worked by a part-time employee over a typical payroll period (two weeks) divided by ten.

(k) With respect to CSEA members who permanently transfer to or are reclassified from a part-time to a full-time position:

(1) If an employee has one (1) full year of University Seniority, vacation, personal business days, and extra holidays will be given at the time of the change of status. These benefits will be pro-rated based on the standard hours worked as a part-time employee immediately before the change to full-time.

Example: Employee changes from 4.5 hours to 7.5 hours per day and has one (1) full year of University Seniority at the time of the change.

(A) Extra Holiday (E day)

Full-time employees receive 2 E days, part-time employees receive 1 E day based on standard hours. When the change occurs the employee will be given 1 additional extra holiday at the part-time standard hour rate.

In this example an employee received 4.5 hours of E time in July and would be entitled to an additional 4.5 hours.

(B) Personal Business days (B day)

Since part-time employees are not entitled to business days and full-time employees receive 3 days, the entire benefit would be pro-rated.

$$3 \times 7.5 = 22.5 \text{ hours} \quad 22.5 \times 4.5/7.5 = 13.5 \text{ B hours}$$

(C) Vacation (V day)

Full-time employees with one complete year of service receive 10 vacation days or 75 hours. This employee would receive:

$$75.0 \times 4.5/7.5 = 45 \text{ hours}$$

These benefits will be given at the time of change of status and must be used before July 1. If the employee is unable to use the time during this first partial year, benefits will be paid out on June 30 providing the supervisor agrees they were unable to take the benefit time.

(2) An employee with less than one (1) year of University Seniority will not receive benefits until July 1 of the next fiscal year.

ARTICLE 62 **NEGOTIATIONS**

Any negotiations for a successor agreement shall be held on days mutually agreeable to the parties and beginning at 1:00 p.m. Members of the Union negotiating committee, up to a total of five, shall not lose pay to which they would otherwise be entitled as a result of attendance at such sessions.

ARTICLE 63
APPLICABLE LAW

In the event of any applicable law or court or administrative order or ruling finding any provision of this Agreement invalid, that provision shall be deemed immediately void. In such event, either party may demand of the other good faith bargaining over a replacement provision. The remainder of the Agreement or the application of the void provision to persons or circumstances other than those to which it has been held invalid shall remain in full force and effect.

ARTICLE 64
PRINTING AND DISTRIBUTION

The University shall print the contract and supply the Union with sufficient copies for distribution to employees within six weeks of the execution of the Agreement. The University shall bear the costs of such printing.

ARTICLE 65
NOTICE OR COMMUNICATION

Any notice or communication shall be deemed for all purposes hereunder to be given if delivered or sent by registered mail addressed, in the case of the Union to: Union President with copy to Labor Relations Specialist; and, in the case of the University to: St. Lawrence University, Canton, New York, Attn: Associate Vice President for Human Resources.

Each party shall be responsible for notifying the other of any change in the individuals holding the above positions.

ARTICLE 66
COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties with respect to the terms and conditions of employment of covered employees and can not be altered, changed, modified, added to, or deleted from without the express written authorization of both the University and the Union.

ARTICLE 67
DURATION

This Agreement shall take effect July 1, 2004 and shall continue in effect until June 30, 2007, at midnight, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ST. LAWRENCE UNIVERSITY

LOCAL 630
CSEA LOCAL 1000
AFSCME-AFL-CIO

BY: _____
Susan Cypert, Associate
Vice President for
Human Resources

BY: _____
Richard C. Sprague
President

BY: _____
Theresa Cochrane
Assistant Director
Human Resources

BY: _____
Mark Higgins
Deputy Director of the Private Sector
CSEA Local 1000

BY: _____
Mary J. Haight
Committee Member

BY: _____
Lynda K. James
Treasurer

BY: _____
Tom Meade
Committee Member

BY: _____
Edward (Bud) Mulchy
CSEA Labor Relations Specialist

BY: _____
Julia R. Pomainville
Committee Member

**APPENDIX A
WAGE RATE RANGES**

CSEA

Grade	<u>Effective July 1, 2004</u>		<u>Effective July 1, 2005</u>		<u>Effective July 1,2006</u>	
	Min	Max	Min	Max	Min	Max
13	10.02	13.36	10.27	13.69	10.53	14.03
14	10.61	14.68	10.88	15.05	11.15	15.43
15	11.27	15.56	11.55	15.95	11.84	16.35
16	11.95	16.49	12.25	16.90	12.56	17.32
17	12.66	17.48	12.98	17.92	13.30	18.37

Side Letter
Office of Security and Safety
Overtime/Uniforms

August 24, 2001

Rick Sprague
President Local 630 CSEA
St. Lawrence University
Canton NY 13617

Dear Rick,

This confirms our understanding that the agreements dated 12/15/98 and 7/12/99 will continue for the life of the 2001 - 2004 agreement:

1. In the event of an unscheduled absence (as defined below) by a fulltime bargaining unit Dispatcher, the University will seek to fill that temporary vacancy by referring to the voluntary overtime list (Article 20, Section 2 (b) before looking to a temporary or student employee.
 - (a) For this purpose an unscheduled absence is one which the University is made aware of on either the day of the absence or the prior day. Employees understand that they will provide the University with timely notice of absences.
 - (b) This use of the voluntary overtime list will apply for the first two days of the unscheduled absence for any absence which exceeds two days; the University may resort to temporary or student employee coverage beginning with the third day.
2. When the Security and Safety Department provides golf style polo shirts for its staff members the wearing of these shirts is optional; staff members are not required to wear them in order to perform their duties. The Department will provide the shirts and will pay for the maintenance and upkeep of the shirts as provided by the department.

ST. LAWRENCE UNIVERSITY

by: Susan Cypert

dated:

Accepted/Agreed:
Local 630 CSEA
By: Rick Sprague

dated: