

AGREEMENT

Between

**PROFESSIONAL CAMPUS
PUBLIC SAFETY OFFICERS,
AFFILIATED**

And

ST. LAWRENCE UNIVERSITY

October 1, 2004 through September 30, 2007

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PREAMBLE

This is a labor agreement by and between St. Lawrence University ("University") and Professional Campus Public Safety Officers, Affiliated ("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 clerk, a security officer, a cook, 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.

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 relating to employment hereunder.

ARTICLE 2 RECOGNITION

The University recognizes the Union, pursuant to the terms of the certification issued on May 13, 1996, 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: full-time and regular part-time Security and Safety Officers employed by the University at its Canton, New York location, excluding dispatchers, student employees, professional employees, supervisors and all other employees.

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 and/or change job qualifications on all jobs; the right to make, implement and enforce rules and regulations governing employee conduct, safety and departmental operations (including but not limited to rules and regulations relating to attendance, conduct, uniforms, appearance, etc.) and the right to change those rules and regulations provided only that they are not inconsistent with any express provision of this Agreement; the right to determine and/or change 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 (including the right to change) the methods, means and personnel by which operations are to be conducted; the right to determine (including the right to change) the equipment to be used in the performance of work, including the introduction of new or improved equipment; the right to hire students; and the right to subcontract work (in the event of subcontracting which will result in the layoff of any bargaining unit employee, the University will provide the Union with six months' advance notice of the layoff).

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, sexual orientation, color, creed, national origin, religion, ethnic status, age, disability, marital status, veteran status, or union involvement (or lack thereof). Nor shall there be harassment of any kind by members of the bargaining unit against employees who are in the bargaining unit or against University employees not in this bargaining unit.

ARTICLE 5
UNION SECURITY

Section 1.

Employees hired on or before November 1, 1997 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 an employee opts to join the Union, he or she must maintain that membership, or pay a service fee, as provided below.

Employees hired on or after November 2, 1997 have the option to join or not join the Union. If such employee chooses not to join the Union, he or she will pay as a contribution towards administration of the 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 Union membership) on a monthly basis, provided that service fee shall not exceed two (2) hours' pay per month and such fee is equal to that paid by all other employees paying dues and/or a service fee. The Union will provide the University with verification of the dues requirement.

Section 2.

No employee shall be discriminated against or harassed because of his or her decision under Section 1 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.

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 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 Professional Campus Public Safety Officers, Affiliated within two weeks of the pay period in which the deductions are made. 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 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.

The Union and its members 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 BUSINESS

Except with management approval, Union business will not be conducted on work time, nor shall it otherwise interfere with any employee's work.

ARTICLE 8
INFORMATION

Employees must report changes in their name, telephone number and home address to the Human Resources Office in a timely fashion.

ARTICLE 9
BARGAINING UNIT CLASSIFICATIONS

Section 1.

Currently included in the unit is the following classification: Security and Safety Officer.

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 full-time employees covered by this Agreement.

The term "full-time" employee as used in this Agreement shall refer to 12 month employees, other than a temporary employee as defined below, who is regularly scheduled to work at least 36 hours or more per calendar week.

In the event the University establishes any part-time positions, it will notify the Union of their creation at least 30 days in advance. During that time, the parties will discuss which provisions of the contract will be extended to part-time employees; however, these discussions will not impair the University's right to move forward with the position as proposed.

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 ten months 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. Temporary employees are not covered by this Agreement.

Prior to the hiring of part-time or temporary employees, the University shall notify the Union of its reasons for that decision and provide it with an opportunity to discuss that decision at a Labor-Management Committee meeting.

ARTICLE 11
NEPOTISM

Section 1.

The University, in its desire to attract qualified applicants, encourages current employees to refer friends and relatives to the Human Resources Office 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 in 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 12
PROBATIONARY PERIOD

Section 1.

Each new employee hired by the University shall be engaged for a probationary period during the first year of employment. During this period, the University may discharge such employee for any reason, without recourse. 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.

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

Section 3.

Probationary employees shall be evaluated in writing every 90 days, and that evaluation shall be shared with the employee.

ARTICLE 13
HOURS OF WORK

Section 1.

The normal workweek for full-time hourly employees shall be between 36 and 40 hours per week. Schedules are subject to change at the University's discretion. However, in the absence of emergency circumstances, the University will provide the Union with at least two weeks notice of any proposed significant change in the manner in which the bargaining unit as a whole is scheduled (e.g., a change from a 5 day, 8 hour schedule for all officers to a 4 day, 10 hour shift for all officers), during which time the Union may discuss the proposed change with the University. Upon the expiration of the two week period, the University may proceed with implementation regardless

of the status of these discussions. Absent emergency circumstances, any change covered by this provision shall not take effect for at least four weeks after the University's notice to the Union that it is proceeding with its proposed change. Employees are not guaranteed any minimum number of work hours or workdays per week.

Section 2.

Part-time employees shall work those hours specified by their supervisor.

Section 3.

Each employee shall be responsible for accurately recording on a periodic basis, as determined by the University, 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 within the time frame established by the University. Failure to do so in a timely and accurate manner may affect timely receipt of an employee's pay for that week.

Section 4.

If an hourly employee is called into work more than one hour before the start of his/her regularly scheduled shift or is called back to work after having left the University at the end of his/her shift, and such call-in/call-back occurs on less than 24 hours advance notice, that employee shall be guaranteed a minimum of three (3) hours pay for such call-in/call-back.

Section 5.

In the event one or more full-time hourly shifts are reduced below 36 hours per week, the reduced shifts shall be first offered to Officers on the basis of seniority; if no one takes the reduced shift, it will be assigned to Officers on the basis of inverse seniority.

ARTICLE 14
WAGES

Section 1.

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

Section 2.

Officers shall receive a general wage increase of 2.5% effective July 1, 2005, a general wage increase of 2.5% effective July 1, 2006, and a general wage increase of 2.5% effective July 1, 2007, or the general wage increase given to SEIU Local 200 United for July 1, 2007, whichever is greater.

Section 3.

A probationary hourly employee whose probationary period spans the July/January dates referred to in Section 1 of the Notes to the Wage Schedule (Appendix A), 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.

ARTICLE 15
PAYDAY

Payday for the bargaining unit shall be the same payday used by the University with respect to its non-represented hourly employees. Currently, hourly payday is bi-weekly on the Friday following the end of the pay period; but that is subject to change in the event payday is changed for non-represented hourly employees.

ARTICLE 16
OVERTIME

Section 1.

Premium pay equal to one and one-half (1 ½) the employee's regular rate of hourly pay shall be paid to hourly employees for hours worked in excess of forty (40) hours in a week or for hours continuously worked in excess of their scheduled shift. For this purpose, and subject to Section 3, paid vacation, holiday and personal business leave shall constitute hours worked.

Section 2.

Selection of hourly employees for overtime, including mandatory overtime, shall be as determined by the Director of Security or his designee in a fair and equitable manner.

When management has sufficient notice to do so, it will notify employees of scheduled overtime assignments two weeks in advance.

Section 3.

Payment of overtime-premium 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. 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 17
SHIFT DIFFERENTIAL

Full-time hourly employees who are regularly scheduled to start work at 3:00 p.m. or later and before 8:00 p.m. shall receive .40 cents per hour shift differential, in addition to the base rate, for all hours worked under such a schedule; and full-time hourly employees who are regularly scheduled to start work at 8:00 p.m. or later and before 1:00 a.m. shall receive .50 cents per hour shift differential, in addition to the base rate, for all hours worked under such a schedule. Upon ratification of this agreement, and in lieu of any shift differential, full time hourly employees working a rotation schedule who are regularly scheduled to start work at 6:00 PM or later and before 4 AM shall receive \$.75 per hour (\$.85 effective upon ratification of this Agreement) shift/rotation differential, in addition to the base rate, for all hours worked under the current twelve (12) hour shift schedule. If work hours other than a twelve (12) hour shift are implemented, the parties agree to discuss the effects on this Article.

ARTICLE 18
RETIREMENT

The University shall make annual contributions to its current TIAA/CREF, or an equivalent, retirement plan on behalf of eligible hourly employees of eight percent (8%) of their regular annual wages and employees shall contribute two percent 2%. Effective July 1, 2005, the University's contribution shall be 10% and the employee contribution shall be 1%.

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.

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.

ARTICLE 19
PERSONAL BUSINESS

Section 1.

Full-time hourly 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 hourly 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 supervisors that the requested leave is 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.

In calculating the number of hours in a "day" for benefit purposes (e.g., Articles 19, 20, 21, 23, 24, etc.), the employee's regularly scheduled straight time hours paid in a payroll period are divided by 10.

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.

Section 3.

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

Section 4.

Unused personal leave as of June 30th of each year shall be paid to the hourly employee in a separate check at the end of the first payroll period following June 30th.

ARTICLE 20
FUNERAL LEAVE

Section 1.

In the event of a death in an hourly 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, stepparent, 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 21
JURY DUTY

Section 1.

All hourly 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. The University may require verification of the dates and times of employee jury service.

ARTICLE 22
MILITARY DUTY

Hourly 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 34, Seniority, of this Agreement.

ARTICLE 23
HOLIDAYS

Section 1.

Full-time hourly employees shall receive the following paid holidays:

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

Section 2.

Upon the completion of their first 90 days of employment, each full-time hourly employee 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.

Effective for the holidays after January 1, 1999, hourly employees shall receive holiday pay only for those hours of their shift which actually fall on the holiday.

Section 3.

Holidays shall be observed on their calendar day, regardless of when they may be designated by the Federal or State government. Employees shall receive holiday pay only for those hours of their shift which actually fall on the holiday.

Section 4.

Holiday pay for any full-time hourly employee who works on a day observed as a holiday shall be time and one-half for all hours actually worked on that day plus a day's pay at straight time rates. Holiday pay for an hourly employee who is not scheduled to and does not work on a holiday shall be a day's pay at straight time rates

Section 5.

To be eligible for holiday pay, the employee must be (a) hourly, (b) regularly working, (c) must be scheduled to work during the week in which the holiday falls, and (d) must work his or her last scheduled workday preceding the holiday and his or her first scheduled workday following the holiday, and the holiday itself if assigned. Hourly 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; Worker's Compensation, etc.) shall not be eligible for holiday pay for holidays which fall during that absence.

ARTICLE 24
VACATIONS

Section 1.

Full-time employees will be credited with and accumulate vacation days according to the following schedule for each month in which they work 120 hours (if a 12 hour shift employee) or 128 hours (if an 8 hour shift employee) [or as prorated for any other schedule] as processed by Payroll on behalf of that employee. Worked time includes the .5 premium associated with the 12 hour schedule, paid vacation, personal and personal holiday time, and documented, qualified FMLA leave time, and excludes sick time, Worker's Compensation leave and Disability leave.

Section 2.

Full-time hourly 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	.833 day for each month of service
(2) one year but less than six years of service	.833 days for each month of service
(3) six years but less than twelve years of service	1.25 days for each month of service
(4) twelve years or more of service	1.67 day for each month of service

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

<u>Have</u>	<u>Shall Receive</u>
(1) less than 12 months service	.833 day for each month of service
(2) one year but less than six years of service	.67 days for each month of service
(3) six years but less than twelve years of service	1.0 day for each month of service
(4) twelve years but less than eighteen years of service	1.33 days for each month of service
(5) eighteen years or more of service	1.67 day for each month of service

GUIDELINES FOR ADMINISTRATION

(1) Vacations are not cumulative. Vacations will be scheduled with the approval of the Director of Security or his designee. Any earned vacation not taken by June 30th of the following year shall lapse. 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 University in its discretion may allow the employee to carry the remaining time into the next year only or be paid for that time at the employee's regular rate of pay.

(2) 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.

(3) 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.

(4) 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 40 hours per week.

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

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

(7) Vacations normally should be scheduled on a calendar week basis.

(8) If an employee is sick 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.

(9) 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.

(10) 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.

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

ARTICLE 25
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 will be credited with and accumulate on an annualized basis 12 sick days per year (approximately one day per month) for each month in which they work 120 hours (if a 12 hour shift employee) or 128 hours (if an 8 hour shift employee) [or as prorated for any other schedules] as processed by Payroll on behalf of that employee. Worked time includes the .5 premium associated with the 12 hour schedule, paid vacation, personal, and personal holiday time, and documented, qualified FMLA leave, and excludes sick leave, Worker's Compensation leave, and Disability leave.

Section 3.

Sick leave shall accumulate from the first month of employment, but sick leave earned during the probationary period shall not be granted until after 90 days of employment.

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 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 hourly employee to be absent from work because of an emergency illness in his/her immediate household or family.

Section 7.

In the case of illness occurring away from work, all 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.

The University, in its discretion, may require any employee to provide a doctor's statement that the employee is unable to work due to a sickness.

If any 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 able to return to work.

Section 9.

Hourly employees entitled to paid sick leave shall receive one day's pay for each quarterly period (first pay period July/last pay period September; first pay period October/last pay period December; first pay period January/last pay period March; first pay period April/last pay period June) in which they do not use any sick leave.

Section 10.

Upon retirement, an hourly employee shall be entitled to up 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 maximum allotment at retirement under this formula is 52 days (20+20+12), with no pyramiding of days allowed.

ARTICLE 26
WORKERS' COMPENSATION

Section 1.

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

Section 2.

Worker's 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 hourly employee receives such benefits, they shall have the option of utilizing accrued sick leave to supplement those benefits, up to the employee's straight time weekly wages then earned by the employee. The total of Worker's Compensation benefits and sick leave pay shall not exceed that straight time weekly wage.

ARTICLE 27
DISABILITY BENEFITS

Section 1.

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

Section 2.

The University's disability benefit coverage provides eligible full-time, twelve month hourly employees and eligible full-time seasonal employees with one-half pay (up to the statutory maximum) for up to twenty-six weeks in a twelve month period.

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 28, 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 hourly employee is receiving the above disability benefits, he or she shall:

(a) have the option of utilizing accrued sick leave 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; and

(b) continue to accrue seniority.

ARTICLE 28
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.

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 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, it may fill the position with a permanent appointment.

(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, if one is available.

(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 34, 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 34, 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 38, 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 29 HEALTH INSURANCE

Section 1.

The University shall provide employees with the same health insurance, including as may be changed from time to time, and on comparable terms, as is provided to non-represented hourly employees of the University.

The University shall continue in place for the life of this Agreement 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.

ARTICLE 30 LIFE INSURANCE

The University shall provide all full-time hourly 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 the existing Guardian policy or a substantially equivalent plan.

ARTICLE 31
EDUCATIONAL BENEFITS

Section 1.

Hourly employees shall be entitled to the same educational benefits, on the same terms, as provided non-represented hourly employees of the University, including as amended from time to time.

ARTICLE 32
PHYSICAL EXAMINATIONS

Section 1.

The University, through the Office of Human Resources, reserves the right to require a physical examination of any employee at the Health Service or other designated area in the following cases: (1) upon return from an illness; (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 (including but not limited to assisting in determining whether an employee is qualified to perform the essential functions of his/her position).

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 33
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.

Section 2.

Subject to Section 3, employees shall lose seniority (and all employment rights) 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;

(g) failure to notify the immediate supervisor of the reason for any absence for three consecutive work days; or

(h) absence from active employment, for any reason, for 12 months.

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: 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).

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 34 LAYOFF AND RECALL

Section 1.

In the event the University determines that a layoff (or reduction of hours in lieu of a layoff) within the bargaining unit is warranted, the layoff shall be in inverse seniority order provided the remaining employees have the skill and ability to perform the work.

Section 2.

The Union shall be notified of any impending layoff at least two weeks in advance.

Section 3.

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.

ARTICLE 35 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, picketing, or hand billing of any kind regardless of whether the basis for such work refusal is an arbitrable dispute or not.

Section 2.

Any employee engaging in activity prohibited by Section 1 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 3.

In the event any activity prohibited by Sections 1 or 2 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 4.

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

ARTICLE 36
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 two representatives of the bargaining unit (both of whom must be employees) and up to two representatives of the University. The Committee shall be limited to job-related issues not in the grievance procedure. Meetings shall be scheduled for every other month (and may be requested more frequently if reasonably necessary). If scheduled during the working time of the bargaining unit employees, those employees shall not lose pay for up to one hour of meeting.

ARTICLE 37
DISCHARGE AND DISCIPLINE

Section 1.

It is mutually agreed that no employee who has been employed beyond the probationary period will be discharged or disciplined without just and adequate cause, and that such cause shall be subject to the provisions of the grievance procedures of this Agreement.

Section 2.

It is also understood that any charge levied by the employer against any employee will be substantiated with a reasonable amount of proof.

If, with respect to an investigatory interview of a non-probationary bargaining unit employee which the University has determined could reasonably lead to discipline for that employee, the employee requests Union representation, the University will defer that investigation for a reasonable period of time, not to exceed 24 hours, to allow that employee to secure Union representation (Union representation can consist of either a Local 971 representative (who may be present via telephone) or a Union member within the bargaining unit). If Union representation can be secured in less than 24 hours, the employee shall submit to the interview as soon as possible. If Union representation is not secured within a reasonable period of time not to exceed 24 hours, the employee will submit to the interview without representation.

Section 3.

Except in emergency situations, the employer will notify the Union President in writing, normally within three regular working days, when it discharges an employee. The employer will give the employee the reasons for such discharge. Except when an employee requests confidentiality, the University will also notify the Union when it takes other disciplinary action unless such action is taken orally.

Section 4.

Unless such case of discharge or discipline is processed through the normal grievance procedure within seven (7) calendar days of the date of such discharge or discipline, such action shall be deemed as taken for just cause.

Section 5.

It is agreed by and between the Employer and the Union that warning letters shall be removed from the employee's Personnel file twelve months after issuance of the letter, providing there are no additional warnings in that year, in which event the year starts over again; suspension notices shall similarly be subject to removal after 24 months without additional warnings or suspensions.

ARTICLE 38
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

A grievance shall be any matter involving interpretation or application of this Contract and shall be subject to the following procedure:

Step 1. A grievance shall be first raised orally by the employee with or without a Union representative, to the immediate supervisor, within seven (7) calendar days of when the employee knew or should have known of the event giving rise to the grievance, whichever period is shorter. The answer will be given in seven (7) calendar days.

Step 2. Any grievance unresolved in Step 1 shall be reduced to writing, on forms provided by the University, signed by the employee or his/her Union representative, and submitted to the employee's appropriate department head or his/her designee within seven (7) calendar days following the supervisor's answer. Within seven (7) calendar days after timely receipt of the written grievance, the appropriate department head or his/her designee shall give a written answer to the employee and the Union.

Step 3. If the grievance is not resolved in Step 2, the Union shall notify the Associate Vice President for Human Resources within seven (7) calendar days following a receipt of the Supervisor's written answer. The Union and Associate Vice President for Human Resources shall meet at a time mutually convenient, for the purpose of resolving the dispute. This meeting shall be held within fourteen (14) calendar days following receipt of the written appeal. The University shall give a written answer within fourteen (14) calendar days after the Step 3 meeting.

Step 4. By mutual agreement only, the parties may request the Federal or State Mediation Service to assist in resolving a grievance. Neither party will use the mediation record or recommendations in arbitration.

Step 5. If no satisfactory settlement is made in Step 3 or Step 4 (if utilized by the parties), and if the grievance concerns an alleged University violation of an express provision of this Agreement, then the Union has thirty (30) calendar days after the Step 3 meeting to submit the matter in writing (copy to the University) to a mutually agreed on arbitrator, or, if none to the American Arbitration Association in accordance with its voluntary arbitration rules. The decision of the arbitrator shall be final and binding on each party. Such arbitration shall be held, if possible, during normal work hours.

Section 2.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of the Agreement nor shall he have the power to imply any obligation not expressly set forth in the Agreement. No award shall be effective retroactively beyond the date the grievance was first raised orally with the immediate supervisor. Upon a determination that just cause to discipline an employee existed, the arbitrator shall have no authority to alter a disciplinary penalty imposed by the University.

Section 3.

The fees and expenses of the arbitrator shall be shared equally by the University and the Union.

Section 4.

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

Section 5.

Unless the grievance is raised, served in writing, referred, appealed, and submitted to arbitration within the time limits at each stage herein set forth and which may be extended only by the written consent of both the University and the Union, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed.

Section 6.

The University will pay up to two (2) members for lost time, during regular working hours, for attending negotiations and Step 3 grievance meetings. The University will also pay up to two (2) Union members for lost time, during regular working hours for attending arbitration hearings.

ARTICLE 39
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 26, Sick Leave, up to 10 days accumulated sick leave;

(b) if the relationship ends due to layoff, in addition to the notice requirements of Article 35, 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 40
BULLETIN BOARD

Section 1.

The Union shall have the right to have notices posted on a bulletin board designated for such purposes.

Section 2.

All such notices will be submitted to the Associate Vice President for Human Resources or his/her designated representative for approval and such notices will be posted by the Union and restricted to Union meetings and announcements, Union elections and results thereof, and social and recreational affairs.

Section 3.

Union Notices will be removed when out of date, by the Union.

ARTICLE 41
FAMILY AND MEDICAL LEAVE ACT

Notwithstanding any other provision in this Agreement, the University may exercise any right afforded to employers under the Family and Medical Leave Act to the full extent permitted under that law and in the event of a conflict between those rights and this Agreement, those rights shall prevail.

ARTICLE 42
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 43
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 44
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: PCPSOA President or Local 1222 Business Representative 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 45
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 cannot be altered, changed, modified, added to, or deleted from without the express written authorization of both the University and the Union.

ARTICLE 46
DURATION

This Agreement shall continue in effect until September 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 this Agreement.

PROFESSIONAL CAMPUS PUBLIC
SAFETY OFFICERS, AFFILIATED

ST. LAWRENCE UNIVERSITY

By: _____
David Richer, President
PCPSOA

By: _____
Susan Cypert, Associate Vice President
of Human Resources & Special Assistant to
the President for Equity Programs

By: _____
Gary Hickey, Vice President of
United Professional & Service
Employees Union Local 1222

By: _____
Patrick Gagnon, Interim Director of
Security and Safety

Dated: _____

Dated: _____

APPENDIX A
WAGE RATE RANGES

Officers (Hourly)

	<u>Minimum</u>	<u>Maximum</u>
July 1, 2005	\$11.99	\$17.26
July 1, 2006	\$12.29	\$17.69
July 1, 2007	\$TBD	\$TBD

Notes to Wage Schedule

1. Hourly employees will progress through the range with a \$.30 per hour increase January 1, 2005, July 1, 2005, January 1, 2006, July 1, 2006, January 1, 2007, and July 1, 2007, until an employee reaches the maximum rate. Management shall have the right to deny a step increase should an employee be found not to be performing at a reasonable level of efficiency. Management must document such denial with the reasons for the action. Management must also counsel the employee and assist with a plan for the employee to correct the noted deficiency. Notwithstanding any other provision in this Agreement, Management's exercise of discretion to deny a step increase is not subject to grievance or arbitration under Article 38.

2. Management may accelerate or combine step increases should an employee's performance be at an exceptional level. Such action must be documented noting the reasons for a step-jump and the employee counseled on their good work. Notwithstanding any other provision in this Agreement, Management's exercise of discretion to step-jump an employee is not subject to grievance or arbitration under Article 38.

3. The University and Union recognize the value and necessity of obtaining outstanding individuals as new hires. Therefore the University may hire an individual at any step deemed appropriate for that person's qualifications. Notwithstanding any other provision in this Agreement, Management's exercise of discretion in establishing an appropriate rate for a new hire is not subject to grievance or arbitration under Article 38.

Side Letter

In conjunction with the creation of any new Professional Campus Public Safety Officer positions, the University and Union agree as follows:

Should a bargaining unit employee be required by law to exercise additional enforcement powers and for responsibilities beyond those currently authorized, or should the law be changed to permit the University to increase employees' enforcement powers and the University decides to do so, the impact of that requirement/decision will be subject to bargaining.

By: _____
David Richer, President
PCPSOA

By: _____
Susan Cypert, Associate Vice President of
Human Resources & Special Assistant to the
President for Equity Programs

Dated: _____

Dated: _____