

AGREEMENT

BETWEEN

**LOCAL 200 UNITED
SERVICE EMPLOYEES'
INTERNATIONAL UNION
AFL-CIO**

AND

ST. LAWRENCE UNIVERSITY

JULY 1, 2004 THROUGH JUNE 30, 2007

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	1
1	Purpose and Intent	1
2	Recognition	1
3	Management Rights	2
4	Union Security	2
5	Check-Off	3
6	Non-Discrimination	3
7	Strikes and Lockouts	4
8	Labor-Management Committee	4
9	Wages and Classifications	4
10	Hours of Work and Overtime	5
11	Shift Differential	7
12	Seniority	8
13	Super Seniority	9
14	Non-Seasonal Layoffs	9
15	Seasonal Layoffs	12
16	Transfer and Promotion	13
17	Discharge and Discipline	15
18	Grievance and Arbitration	15
19	Sick Leave	17
20	Insurance	19
21	Holidays	21
22	Vacations	22
23	Leave of Absence	24
24	Personal Business	24
25	Bulletin Boards, Visitations & Communications	25
26	Educational Benefits	25
27	Death in the Family	26
28	Jury Duty	26
29	Volunteer Fire Fighting	26
30	Call Back Pay	27
31	Agreement Subject to Applicable Law	27
32	Safety	27
33	Retirement	27
34	Life Insurance	28
35	Nepotism	28
36	Uniforms	29
37	Family and Medical Leave Act	29
38	Part-Time Employees	29
39	Duration of Agreement	30
	Appendix I	32
	Rate Ranges	33
	Notes to Wage Schedule	33
	Appendix II	34

Letter of Understanding	35
Letter of Agreement - SEIU Benefit Fund	36
Side Letter - SEIU Benefit Fund	39
Side Letter - Retirement & Contracting/Subcontracting	40
Appendix III – Seniority List	41

TABLE OF CONTENTS
(ALPHABETIZED)

<u>Article</u>	<u>Title</u>	<u>Page</u>
31	Agreement Subject to Applicable Law	27
	Appendix I	32
	Appendix II	34
	Appendix III – Seniority List	41
25	Bulletin Boards, Visitations & Communications	25
30	Call Back Pay	27
5	Check-Off	3
27	Death in the Family	26
17	Discharge and Discipline	15
39	Duration of Agreement	30
26	Educational Benefits	25
37	Family and Medical Leave Act	29
18	Grievance and Arbitration	15
21	Holidays	21
10	Hours of Work and Overtime	5
20	Insurance	19
28	Jury Duty	26
8	Labor-Management Committee	4
23	Leave of Absence	24
	Letter of Agreement - SEIU Benefit Fund	36
	Letter of Understanding	35
34	Life Insurance	28
3	Management Rights	2
35	Nepotism	28
6	Non-Discrimination	3
14	Non-Seasonal Layoffs	9
	Notes to Wage Schedule	33
38	Part-Time Employees	29
24	Personal Business	24
	Preamble	1
1	Purpose and Intent	1
	Rate Ranges	33
2	Recognition	1
33	Retirement	27
32	Safety	27
15	Seasonal Layoffs	12
12	Seniority	8

11	Shift Differential	7
19	Sick Leave	17
	Side Letter - Retirement & Contracting/Subcontracting	40
	Side Letter - SEIU Benefit Fund	39
7	Strikes and Lockouts	4
13	Super Seniority	9
16	Transfer and Promotion	13
36	Uniforms	29
4	Union Security	2
22	Vacations	22
29	Volunteer Fire Fighting	26
9	Wages and Classifications	4

PREAMBLE

This is a labor contract made and entered into this 1st day of July of 2004 by and between ST. LAWRENCE UNIVERSITY (hereinafter called the "EMPLOYER" OR THE "UNIVERSITY") and Local 200 UNITED, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereinafter called the "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 arising hereunder.

ARTICLE 2 RECOGNITION

The University recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the following employees: All full-time and regular part-time groundskeepers, electricians, carpenters, painters, plumbers, custodians, equipment attendant and assistant equipment attendant. All full-time and regular part-time employees in the following departments: Receiving, Heating Plant, Riding Arena. All full-time and regular part-time Dining Services employees working in the eating locations presently represented by the Union and any replacement for such locations. Excluding all student employees, office clerical employees, professional employees, guards and supervisors as defined in the Act and all other employees. Definitions: Full-time Employees are those employees who are scheduled to work not less than 40 hours per week on a year-round basis. Seasonal Employees are those employees who are scheduled to work not less than 32 hours per week and

not less than 2 semesters (or 9 months per school year whichever is less). Regular Part-time Employees are those employees who are scheduled to work not less than 20 hours per week and not less than 2 semesters (or 9 months per school year whichever is less). Part-time Employees will receive no benefits other than those provided for in Article 38 of the collective bargaining agreement. Temporary Employees are those employees who are hired to work less than 20 hours per week or those who substitute for other employees on a temporary basis (excluded from the bargaining unit).

ARTICLE 3 MANAGEMENTS RIGHTS

Section 1.

Except as otherwise specifically provided herein and subject to terms of this Agreement, all rights, functions and prerogatives of management will remain vested in the University, such as the right to hire and right to discipline or discharge for proper cause, the right to decide qualifications, the right to make rules and regulations governing conduct and safety, the right to determine hours and schedules and assignment of work and work locations, to require reasonable standard of performance and maintenance of order and efficiency, the right to promote and demote, the right to hire students (for jobs traditionally and normally performed by students) without reference to this Agreement and the right to subcontract work.

Section 2.

Any subcontracting will be based on business reasons and will not be undertaken for the purpose of undermining the Union's representative status. Moreover, at least six months prior to actually beginning any contracting, subcontracting, leasing, or subleasing which will result in layoffs, the University will notify the Union in writing that it is considering such contracting, subcontracting, leasing or subleasing and afford it an opportunity to offer and discuss possible alternatives, including preservation of the work for bargaining unit employees. It is further understood that during the six month period in question, affected employees normally scheduled to work will be guaranteed employment or pay.

The University shall not finalize any contracting, subcontracting, leasing or subleasing decision which will result in layoffs before the expiration of at least three months from notification to the Union. The Union will be afforded an opportunity to discuss possible alternatives a minimum of twice a month during the initial three month period.

ARTICLE 4 UNION SECURITY

Section 1.

All employees in the bargaining unit who are members of the Union on July 1, 1979, and those employees who thereafter join the Union, shall continue to remain members of the Union in good standing as a condition of employment.

Section 2.

Beginning after the 30th day of employment each new employee hired will be required as a condition of employment to either become a member of the Union or pay a service fee equal to membership dues, assessments and initiation fees on a monthly basis.

Section 3.

An employee's membership shall be deemed maintained so long as he/she tenders the uniformly required monthly dues to the Union.

Section 4.

Once each month the University will provide the Union Chairperson with a list of new employees and the president will be given an opportunity to talk to such employees regarding union matters.

ARTICLE 5
CHECK-OFF

Section 1.

Any employee who so desires may have the University deduct, on a monthly basis, an amount equal to that employee's monthly Local 200UNITED, S.E.I.U. membership dues and initiation fees.

Section 2.

Upon receipt by the University of an individual written authorization, the University shall, while this authorization and this agreement remain in effect, deduct from the employee's pay each month these monthly membership dues and initiation fees in Local 200UNITED, S.E.I.U. and transmit the money thus deducted, together with a list of names of the employees from whose earnings the deductions were made, to Local 200UNITED, S.E.I.U. on or before the 15th day of the month following that month in which deductions are made. No deduction shall be made for any amount of money greater than one (1) month's monthly membership dues and initiation fees and all deductions shall normally be made on the second pay period each month.

Section 3.

Local 200UNITED, S.E.I.U. shall certify in writing and submit to the University the amount of its regular monthly dues and initiation fees to be deducted under the provisions of this Article. If the amount of regular monthly dues or initiation fees is changed during the term of the Agreement, Local 200UNITED, S.E.I.U. shall certify in writing to the University the nature and effective date of the change, thirty (30) days prior to the change.

Section 4.

Upon receipt of written authorization from a member, the university shall, pursuant to said authorization, deduct from the wages of an employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE) by a check separately made out to S.E.I.U., C.O.P.E., P.C.C., and accompanied by an accounting of the amounts deducted on behalf of each individual contributor. The Union shall provide a standard voluntary COPE deduction form for this purpose. Employees may withdraw from such contribution plan at any time using proper written notice of such intent to the University.

Section 5.

Local 200UNITED, S.E.I.U. shall indemnify and protect the University against all forms of liability and claims which may arise by reason of the University's compliance with this Article.

ARTICLE 6
NON-DISCRIMINATION

It is agreed by the University and the Union that neither party shall discriminate against any employee or applicant or any Union member or applicant for membership in the Union because of race, gender, color, creed, national origin, age, disability, sexual orientation, religion, marital status, ethnic status, or veteran's status, or because of his/her activities in the Union.

ARTICLE 7
STRIKES AND LOCKOUTS

Section 1.

During the term of this Agreement, there shall be no strike, work stoppage, slowdown, interruption of work or picketing. Should any employee be proven to have encouraged or participated in the violation of this Article, he/she shall be subject to discipline, including discharge and such action shall not be subject to the grievance procedure or arbitration.

Section 2.

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

ARTICLE 8
LABOR-MANAGEMENT COMMITTEE

If the Union wishes to have a meeting with management upon job related issues not covered by the grievance procedure, it should request the same and simultaneously submit an agenda to the Associate Vice President for Human Resources, as well as a list of members who will attend. Requests for meetings will not be unreasonably denied. Ordinarily such meetings will be held during non-working hours; however, if scheduled during working hours, Union members selected to serve on the Committee (limited to five (5)) shall be allowed reasonable time off (subject to work requirements) to attend the meetings, but the University shall not be required to pay such employees for time spent beyond the employee's normal working hours.

ARTICLE 9
WAGES AND CLASSIFICATIONS

Section 1.

Employees will be classified according to the classifications and labor grades set forth in Appendix I. Employees will be paid in accordance with the wage schedules set forth in Appendix I. Red circle rates will not be reduced as a result of this Agreement.

Section 2.

In the event the University creates new bargaining unit classifications, it shall prepare a job description for those classifications which will be shared with the Union. The Union may submit recommendations regarding these descriptions through the Labor-Management Committee.

Section 3.

In the event there is a significant, substantive change in the written Job Description maintained by Human Resources for a classification, the University will notify the Union in advance of the publication of that revised Description. If the Union requests within 14 days of that notice, the University will meet with the Union to discuss the impact, if any, of those changes. These discussions will not preclude the University from moving forward with the change after the 14 day period.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 1.

The normal workweek is forty (40) hours scheduled consistent with the needs of the University. The normal workweek in Dining Services is 37.5 hours (although there may be some 40 hour positions) scheduled consistent with the needs of the University.

Section 2.

The normal workday will be eight (8) hours with time off without pay for lunch (except Boiler Tenders in the Steam Generating Plant). The normal workweek will be five (5) days Monday through Sunday. Day shift employees who are called in to work on other shifts shall receive the shift premium after ten (10) consecutive working days on such other shift retroactive to the beginning of the assignment.

Section 3.

Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one working day (unless such excess hours are worked pursuant to a request initiated by an employee) or in excess of forty (40) hours in any one work week but an employee shall not be entitled to both weekly and daily overtime pay. For those employees whose normal workweek is 37.5 hours, overtime will be paid for hours in excess of 7.5 hours in a working day (unless such excess hours are worked pursuant to a request initiated by an employee) or in excess of 37.5 in a workweek. For the purpose of computing overtime, paid holidays, paid vacation, and paid personal time shall be considered time worked.

Section 4.

Employees called in to work before 5:00 a.m. (other than employees regularly scheduled to start before 5:00 a.m.) shall be furnished with breakfast by the University on staggered schedules between 7:00 a.m. and 8:30 a.m., as reasonably determined by their supervisor. The maximum paid time off for breaks will be one-half (1/2) hour.

Section 5.

Selection of employees for overtime will be based on the following:

A. Unscheduled Overtime

1. Facilities Operations

If such overtime is not expected to exceed four (4) hours, employees already working on the premises immediately prior to the needed overtime will be asked to work that overtime as follows:

- (a) the regular, non-probationary employee(s) assigned to the building involved who would otherwise perform the work, by job classification seniority;
- (b) other regular, non-probationary and qualified employees assigned to the building involved, by University seniority;
- (c) other regular, non-probationary and qualified employees assigned to the same type of building (e.g., academic, residential) involved, by University seniority;

(d) regular, probationary and qualified employees assigned to the same type of building involved, by University seniority;

(e) if the overtime in issue involves work not performed as part of a permanent building assignment (e.g., grounds work, trades work), the priority shall be:

(i) regular, non-probationary within the job classification; and then,

(ii) probationary, qualified employees within the job classification.

(f) Employees who are serving a trial period due to transfer or promotion, and not due to "new hire" status, shall be deemed "non-probationary" for purposes of this section and shall be eligible for overtime as per the job classification they currently hold.

2. Dining Services

If such overtime is not expected to exceed four (4) hours, employees already working on the premises immediately prior to the needed overtime will be asked to work that overtime as follows:

(a) Regular non-probationary employees assigned to the building involved and those employees temporarily assigned to the building involved as the successful bidder under Article 16, Section 7, who would normally do the work, by job classification seniority. For overtime purposes only that successful bidder shall be entitled to hold that temporary classification;

(b) regular, non probationary employees in the same job classification as would normally do the work but not assigned to the building involved, by job classification seniority;

(c) all other regular, nonprobationary, qualified Dining Services employees, by University seniority;

(i) an employee is deemed qualified within the meaning of this subsection (c) for any position he/she would be considered qualified for under Appendix II.

(d) regular, probationary employees currently in the job classification which would normally do the work, by university seniority;

(e) if no one volunteers to accept such an overtime opportunity under this procedure, the University may seek volunteers from among other University employees within food service, including students;

(f) employees who are serving a trial period due to transfer or promotion, and not due to "new hire" status, shall be deemed "non-probationary" for purposes of this section and shall be eligible for overtime as per the job classification they currently hold.

3. If such overtime is expected to exceed four (4) hours, it shall be treated as scheduled overtime.

4. If an employee is not called for overtime in accordance with the above, his/her remedy will be future overtime opportunities and not back pay unless he/she is overlooked on more than two occasions, within one year, and each occasion has been promptly brought to Management's attention.

B. Scheduled Overtime

1. The order of priority for overtime opportunities and required overtime shall be the same as set out in paragraphs (1), (2), and (3) of Section A above, except that it shall not be limited to employees already working on the premises immediately prior to the time the overtime is required. In order to be eligible to be called in for overtime, an employee must register with the Manager or Assistant Manager at the start of each semester, at a time designated by the University. If an employee is not available to work on three consecutive call-ins, their name will be removed from the active call-in list for the remainder of the semester, but will be placed on a secondary call-in list which the University will use prior to seeking volunteers under paragraph 2(e) above. An employee's unavailability on their day off will not count as one of the three call-ins referenced above if they had worked overtime during the prior week.

2. If an employee is not called for overtime in accordance with the above, his/her remedy will be future overtime opportunities and not back pay unless he/she is overlooked on more than two occasions, within one year, and each occasion has been promptly brought to management's attention.

Section 6.

Summer hours for tradesmen and groundsmen shall be 7:30 a.m. to 4:00 p.m.

All cleaners and custodians regularly scheduled to work the midnight shift shall be reassigned to a 5:00 a.m. to 1:30 p.m. shift during the summer. For purposes of these cleaner and custodian schedules, summer schedules shall begin no later than 2 weeks after graduation and extend until not earlier than 2 weeks prior to the start of the Fall semester, in accordance with University needs.

Section 7.

The University agrees that all employees covered by this agreement will be permitted adequate time to "take five" when the work requires pressure and concentration, coffee breaks, lavatory time, use of the drinking fountains and actual wash up. This time will be used for the purposes intended and not abused, and is not intended as simply shortening the workday. Abuse is subject to discipline.

ARTICLE 11
SHIFT DIFFERENTIAL

The following shift differentials will apply:

Shifts beginning between 3 p.m. and 11 p.m. – \$.40 per hour

Shifts beginning between 11 p.m. and (including) 5 a.m. – \$.50 per hour

An employee whose regular shift entitles him/her to one of the above differentials shall receive that same differential for holiday and vacation periods. The above shift differentials do not apply to employees in classifications working those shifts as an accommodation to summer hours (for example, under Article 10, section 6).

ARTICLE 12
SENIORITY

Section 1.

University Seniority is defined as the length of service of an employee, starting with the employee's most recent date of hire on a full-time basis. When two or more employees have the same date of hire, University seniority preference among those employees shall be given to the employee whose last name (at their date of hire) appears first in an alphabetical listing.

Occupational Seniority starts with the first day an employee is permanently assigned to an occupation, i.e., one of the job titles or classifications which are listed under the various labor grades in Appendix I. When two or more employees have the same Occupational Seniority, preference is to be given to the employee with the greater University Seniority.

The above determination of Occupational Seniority is subject to the parties' July 12, 1991 agreement regarding the creation of Food Service Generalists.

Section 2.

Each new employee engaged by the University shall be deemed, for the first six (6) months of employment, excluding layoffs, leaves of absences, or any other period of non-work which exceeds five (5) consecutive days, to be engaged for a probationary period during which period the University may discharge such employee and such discharge shall not be subject to the Grievance and Arbitration procedure. During such period, the employee shall be entitled to no seniority rating or right. If such newly hired employee has successfully completed the probationary period, the employee shall be credited with seniority as of the date of hire in the occupation the employee holds at the end of that probationary period. New employees shall not be eligible to bid on temporary or permanent vacancies during their probationary period, except for the purpose of bidding on a different work schedule within the same classification.

Section 3.

A temporary employee who subsequently becomes permanent shall be given University Seniority from their most recent date of hire, provided there is no break in service in excess of 10 consecutive workdays. A permanent employee's temporary service in a position will give rise to continued University Seniority and to continued Occupational Seniority in the employee's permanent classification but not Occupational Seniority in that temporary position.

Section 4.

Attached to this Agreement as Appendix III is the appropriate seniority listing of the bargaining unit as of July 1, 2004.

The employer shall be responsible for maintaining a seniority list. An updated copy shall be furnished to Local 200United via its Divisional Chairperson on a semi-annual basis.

Section 5.

Employees covered by this Agreement shall lose seniority for the following reasons:

- A. Discharge for just cause.
- B. Resignation or retirement.

C. Employees with one year or less who have passed the probationary period after having been on layoff for a period of one year or longer. Employees with more than one year of seniority after having been on layoff for a period of two years or longer.

D. Failure to contact the immediate supervisor within three working days of receipt of verbal notice to the employee or registered letter in reference to a recall.

E. Failure to return to work within seven working days after receipt of verbal notice or registered letter in reference to recall.

F. Failure to return to work immediately at the expiration of any authorized leave of absence or failure to notify the immediate supervisor of the reason for any absence within three consecutive work days.

Section 6.

A. For layoff purposes, a seasonal employee's "year of service" is equal to a full-time employee's "year of service."

B. A part-time employee's "year of service" is prorated when calculating University seniority.

C. Additional seniority does not accrue during layoff. However, if a laid-off employee works in a unit position on a temporary basis and has a break in service of 10 consecutive work days or less immediately prior to being recalled, he/she will be given seniority credit for that temporary service once recalled.

ARTICLE 13
SUPER SENIORITY

Section 1.

(a) In the event of a layoff other than the customary seasonal layoff, the University agrees that divisional officers of Local 200UNITED (as defined below), limited to five, while holding such offices, shall be the last to be laid off from their respective occupations provided they then have the qualifications, skill and ability to perform the available work.

(b) The University and the Union agree that the officers so covered in (a) above are Chairperson, Vice Chairperson, Recording Secretary, and two (2) Chief Stewards. In no event shall the number of officers protected under this Section exceed five (5).

(c) The Union shall supply the University with a list of all officers and stewards at any time changes are made, in timely a manner.

ARTICLE 14
NON-SEASONAL LAYOFFS

Section 1.

In the event of a layoff of bargaining unit employees other than the customary seasonal layoff, the University shall determine the employees affected.

An affected employee may displace any less senior bargaining unit employee in the same unit, *i.e.*, Dining Services or Facilities Operations (provided the remaining employees in the occupation have the skill and ability to perform the required work of that occupation) based upon University seniority, provided: (1) the employee to be displaced is in the same or a lower grade, (2) the employee selected for layoff has more University seniority than the employee to be displaced, and (3) the employee selected for layoff is presently qualified to fully perform the job of the employee to be displaced. Only in the event the affected person cannot bump anyone in the same unit under this procedure, he/she may use University seniority to bump a less senior employee in the other unit subject to the above requirements.

The University's determination of qualifications for this purpose (including its reliance on any job related test) is not subject to challenge and cannot be modified by arbitration unless it is arbitrary and capricious. In those jobs where a test is given, test results shall be one of the criteria to be considered in determining qualifications.

An employee who displaces another under this procedure shall be subject to the trial period set forth in Article 16, Section 3. The University's determination of whether an employee has passed this trial period is not subject to challenge and cannot be modified by arbitration unless it is arbitrary and capricious.

An employee displaced under this procedure shall be permitted to use his/her University seniority in the same manner as outlined above to attempt to displace a less senior employee, until there is an affected employee with no bumping rights.

Section 2.

This procedure only applies where there is a layoff of a bargaining unit employee. It does not apply to (1) shift or schedule changes, (2) work location changes, or (3) shift/schedule eliminations or any other changes that do not result in a layoff of a bargaining unit employee.

Section 3.

In the event a layoff and schedule/shift changes occur together, the layoff procedure shall be used first, then those employees not laid off will be given the opportunity to exercise their seniority rights under Article 16, Section 5.

Section 4.

In the event a bargaining unit employee is laid off and is without displacement rights under the above procedure, the following shall apply:

(a) If there are non-student, temporary employees (commonly called "student replacement workers") working in Dining Services at the time of the layoff, the University will pool the hours of those non-student temporary employees to the extent available and to the extent necessary to make full-time schedules (or as close to full-time as practicable) for laid-off employees. These schedules, whether full time or not, will be offered to those laid-off employees on the basis of University seniority, provided the employee is presently fully qualified to perform the work.

(b) There is no guarantee that such schedules will be comprised of consecutive hours or days off, although the University will use its best efforts to do so, consistent with its needs.

(c) The rate of pay for this work shall be a proportion of the Grade A range equal to the proportion of the employee's current rate to their current grade range.

(d) Laid-off employees shall continue to receive full-time contract benefits so long as they work a full-time schedule under this provision without a break in service (a break in service will occur whenever the employee goes more than 10 consecutive work days scheduled at less than full-time). Once an employee drops from full-time benefits under this provision, they cannot regain full-time benefits for working their temporary schedules.

If an employee's full-time schedule is interrupted due to a seasonal break, the employee shall not be entitled to benefits during that interruption but provided immediately upon the end of that seasonal break the employee's returned to a full-time schedule, that interruption will not constitute a break in service. (Entitlement to continued health insurance coverage upon the employee's return to a full-time schedule is subject to the Fund's approval.)

(e) These schedules can be modified, reduced, or eliminated by the University to accommodate student employment or University needs.

(f) So long as any bargaining unit employee with recall rights and presently qualified to perform this work has not been recalled to a bargaining unit position, the University will not hire additional non-student temporary employees in Dining Services until that work has been offered to such bargaining unit employee. Non-student temporary employees may again be hired if presently qualified laid off employees refuse this work or presently qualified employees have all been recalled to a bargaining unit position.

(g) If a bargaining unit employee offered a schedule under this provision refuses the opportunity for temporary hours, he/she will continue on lay off.

(h) This Section 4 has no effect on the University's operations except when employees presently qualified for this temporary work are on layoff from a bargaining unit position.

Section 5.

An employee may be recalled to a position in the same or lower grade than that from which he/she were laid off, based on University seniority, provided he/she is presently qualified to fully perform the job. The University's determination of qualifications is not subject to challenge and cannot be modified by arbitration unless it is arbitrary or capricious.

If an employee refuses a recall to a position for which the wage rate is at least 80% of the rate they last earned, the employee shall have no further recall rights.

If an employee refuses a recall to a position for which the wage rate is less than 80% of the rate they last earned, the employee shall only have future recall rights to the position from which they were laid off.

A recalled employee shall be paid at the same percentage of the existing job rate of the position to which they are recalled as they were paid when he/she last held that position.

Section 6.

The provisions of this Article have no bearing on seasonal layoffs.

ARTICLE 15
SEASONAL LAYOFFS

Section 1.

Seasonal layoffs are those customary layoffs which accompany breaks in the University's academic calendar, such as Spring Break, Thanksgiving Break, summer, etc.

Section 2.

A. Except with respect to the Summer Break, when the normal work week is shortened as a result of either the start or end of a seasonal break occurring in the middle of the week, employees shall work so much of their schedule as is not affected by the layoff and, subject to "B" below, shall not be permitted to bump other employees in order to complete a full work week. Example: In a layoff occasioned by Thanksgiving Break, the layoff begins on Thursday. During that week, employees shall work their normal schedule Monday through Wednesday, with Thursday through Sunday as layoff days. Employees normally scheduled to work Thursday through Sunday shall not be permitted to bump employees scheduled Monday through Wednesday in an effort to secure a more complete workweek.

B. Notwithstanding the above, Dining Services employees in such situations shall be permitted to bump new hire probationary and temporary employees subject to the following conditions:

1. An employee shall not be permitted to bump if it will result in their working more than a complete 5 day week.

2. Bumping must occur within the employee's classification except that employees who have no displacement rights within their classification shall be permitted to bump into other classifications in accordance with the procedure in Article 14.

3. This bumping procedure is only available to a layoff shortened week occurring at the start or end of a break other than Summer Break.

4. Bumping will be Dining Services-wide.

Section 3.

(a) By April 15 of each year, Dining Services will post a tentative schedule of available summer work. Sign-ups will be conducted by the Dining Services office prior to May 1.

Available positions shall be awarded on the basis of occupational seniority (including occupational seniority in positions previously held).

(b) With respect to summer work normally done by students, Facilities Operations will post a listing of the anticipated number and type of such jobs by May 1.

(c) Those employees who sign up for summer work and are not selected, shall be called periodically as substitutes according to seniority. If such an employee is reached, or a message is left for the employee, and the employee is not available for work on two or more occasions, they will be removed from further consideration for substitute opportunities for that summer. An employee is not considered unavailable in any week in which they are scheduled to work 5 days.

(d) Employees filling summer positions in a classification lower than their regular classification shall be paid the top rate of the job they are performing. Employees temporarily upgraded shall not receive the higher rate until they have held such position for seventy-five (75) hours.

(e) Employees selected for summer work who wish to take vacation during the summer period must sign up for vacation within two calendar weeks of summer sign-up.

(f) Employees who do not sign up for summer work will have no right to be called in for work during that summer. The University shall not be precluded, however, from offering the summer work to employees who do not sign up for it. Employees so called shall be under no obligation to accept that offer.

ARTICLE 16 TRANSFER AND PROMOTION

Section 1.

All permanent job vacancies will be posted for five (5) consecutive working days. During the posting, the University may fill the job temporarily without regard to seniority. Preference shall be given to employees within the occupation where a vacancy exists before considering employees from other occupations. Employees with prior occupational seniority in a job will have the next preference for such a vacancy. Job postings will state the anticipated job location, shift and workweek schedule and will also state that these conditions are subject to change by the University. Employees serving a probationary or trial period shall not be permitted to bid on any positions during that probationary or trial period.

With the exception of a job which is posted with a specified starting date, an existing employee who is awarded a job bid to a permanent job vacancy which is then unfilled, or is filled by a temporary employee, shall be placed in that new position within four weeks of the end of the posting period or shall receive any additional wages otherwise due them upon completion of any applicable trial period as if placed in that position at the end of that four week period.

Section 2.

Whenever a permanent vacancy for a job occurs (and there are no interested and qualified employees within the occupation or with prior occupational seniority where the vacancy occurs), the University will give consideration to other employees who have indicated, in writing, a desire to be considered and to employees who, because of previous experience or training are considered eligible by the University. In the event that experience, training and skill are equal, the candidate with the most seniority will be given preference. In considering these qualifications, the University may take into account discipline as documented in the employee's personnel file.

Section 3.

A transferred employee shall serve a trial period of up to ninety (90) days during which time the employee's qualifications shall be judged for permanent transfer. A transferred employee may voluntarily return to his/her former position without penalty any time prior to the close of the trial period. After completion of this trial period, the employee shall be given credit for this period toward his/her new occupational seniority. Any trial time spent in the new occupation shall be credited to the employee's former occupational seniority in the event he/she is deemed unqualified for the new occupation or voluntarily returns.

Section 4.

Where there are no qualified employees available to fill permanent vacancies, the University reserves the right to hire qualified employees.

Section 5.

In the event work schedules (i.e., hours of work and/or days off) of a position presently held by a bargaining unit employee are changed, the affected employee shall be given an opportunity to use his/her Occupational Seniority to select the changed schedule or any other schedule held by an employee in that occupation with less Occupational Seniority. Similarly, Occupational Seniority shall prevail for shift and schedules when a permanent vacancy occurs.

Notwithstanding the above paragraph, the Dining Services practice of restricting schedule selections by home units (currently, Dana or the Snack Bar) shall continue.

This provision does not apply to changes in work locations.

Section 6.

If promotional tests are given, employees taking the tests will be conferred with concerning the results. If a grievance is filed on a failure to promote, the test results will be made available to the Steward.

Section 7.

When a temporary vacancy occurs, and the University is presented with sufficient evidence, either at the time the vacancy first arises or any time thereafter, that the vacancy will last at least eight (8) weeks beyond the presentation of that evidence, that vacancy will be posted and offered under the same procedure as used for a permanent vacancy. Notwithstanding the prior sentence, when a temporary vacancy in fact exceeds eight (8) weeks, it will be similarly posted if at any time after that eight (8) week period the University is presented with sufficient evidence that the vacancy will continue four (4) additional weeks. Until the job is so awarded, the University will have the right to fill the position with a temporary employee. The only position to be put to bid under this paragraph is the initial temporary vacancy. Any vacancy created when a permanent employee bids on and is awarded a temporary position under the above procedure will not itself be subject to posting, but may be filled by a temporary employee.

A temporary vacancy shall not be subject to the bidding procedure if the employee seeking the temporary transfer has special skills or training which cannot be readily replaced or duplicated, or is in a particularly sensitive position; or if the position with the temporary opening requires special skills or training, or is particularly sensitive. Under such circumstances a temporary transfer of a qualified employee may be made and the position he/she temporarily vacates will be subject to the bidding procedure.

Whenever a position may be filled by a temporary employee, the University may, instead, exercise its right to require a temporary transfer of a qualified permanent employee and, if deemed appropriate, fill that resulting vacancy with a temporary employee.

Section 8.

When an employee temporarily replaces another employee in a higher labor grade for two consecutive weeks or more, and the replaced employee is absent for reasons other than vacation, the temporary replacement will be paid as follows: if the temporary replacement is at or above the minimum of their present grade, he/she shall receive the minimum rate of the higher labor grade or an increase of \$.50 per hour, whichever results in the higher rate, retroactive to the beginning of the assignment; if the temporary replacement is below the minimum of his/her current grade, the rate to be paid will be calculated according to the appropriate guidelines set forth in the "Notes to the Wage Schedule" on page 29. Temporarily assigned employees will not be rotated in order to avoid paying the higher rate.

ARTICLE 17
DISCHARGE AND DISCIPLINE

Section 1.

It is mutually agreed that no employee who has been employed beyond six (6) months 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.

Section 3.

Except in emergency situations, the employer will notify the Union Business Representative and the Divisional Chairperson 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 verbally.

Section 4.

Unless such case of discharge or discipline is processed through the normal grievance procedure within seven (7) calendar days (excluding holidays) 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 and suspension letters shall be removed from the employee's personnel file twelve months after issuance of the letter, providing there are no additional suspensions or warnings in that year, in which event the year starts over again.

Section 6.

Health insurance coverage will continue for a suspended employee throughout the period of suspension.

Section 7.

Whenever an employee is called to an investigatory interview which he/she reasonably believes could lead to discipline, he/she has the right to have a union representative present, if desired. If a union representative is desired but is not immediately available, the University may delay the interview until the first available representative can be present, or may proceed without interviewing the employee, or may offer the employee the choice of having the interview proceed without a representative present.

Section 8.

The University agrees to discipline or discharge an employee within a reasonable period of time following the event which gave rise to the discipline or discharge or when the University reasonably should have known of the event which gave rise to the discipline or discharge.

ARTICLE 18
GRIEVANCE AND ARBITRATION

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 7 calendar days (excluding holidays) 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 within 7 calendar days (excluding holidays).

Step 2. Any grievance unresolved in Step 1 shall be reduced to writing, on forms provided, 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 (excluding holidays) following the supervisor's answer. The written grievance must identify specifically the provision(s) of the contract allegedly violated or it will not be processed. Within seven (7) calendar days (excluding holidays) 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 representative who signed the written grievance. If no Union representative signed the written grievance the Union's copy of the answer will be delivered to the Union's Chief Steward. (It is the Union's responsibility to keep the University advised of who is serving as Chief Steward.)

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 (excluding holidays) following 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 (excluding holidays) following receipt of the written appeal. The University shall give a written answer within seven (7) calendar days (excluding holidays) 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 answer (or receipt of the step 4 recommendation) 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 this Agreement nor shall he have the power to imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactively beyond the date the grievance was first raised orally with the immediate supervisor.

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 five 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 19
SICK LEAVE

This benefit is intended to encourage the accumulation of sick leave to cover an extended illness. It is recognized that an employee may become ill or injured through no negligence of his/her own, and therefore unable to perform his/her assigned duties. This policy covers these kinds of circumstances. However, accumulated sick leave is not to be considered as earned time off without pay. The following policy statements apply to all non-exempt, full-time and seasonal employees.

Section 1.

Full-time employees will be credited with and accumulate on an annualized basis 10 sick days per year (approximately .83 days per month) for each month in which they work 128 hours (worked time includes paid vacation, personal and personal holiday, and documented, qualified FMLA leave time, and excludes sick leave, Workers' Compensation leave and disability leave), as processed by the Payroll Department on behalf of that employee.

Section 2.

Seasonal employees will accumulate sick leave credits on a pro-rata basis for each calendar month of employment.

Section 3.

Temporary or part-time employees do not accumulate sick leave credit.

Section 4.

Sick leave will accumulate from the first month of employment, but sick leave accumulation earned during the first ninety (90) days of continuous service may not be granted until the end of the period.

Section 5.

Sick leave pay may be accumulated to a maximum of one hundred thirty (130) days.

Section 6.

An absence necessary before any sick leave is accumulated or an absence in excess of accumulated sick leave will be covered by a leave without pay. However, employees may elect to apply unused vacation to cover days absent in excess of allowable sick days with pay.

Section 7.

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.

Section 8.

In cases of illness occurring away from work, prompt notification to the department head or supervisor must be given at the start of the work period. If illness continues, adequate notification concerning the progress of the illness must be given so that workload coverage is maintained.

Section 9.

No payment for unused sick leave will be made upon the termination of an employee. Termination is defined as voluntary (resignation) or involuntary (discharge or layoff).

Section 10.

The University provides Disability Benefits for employees who incur a disability through accident or illness, and who are under the care of a doctor, whether this disability occurs off the job or on the job.

In order to clarify the distinction between the two categories, the definitions are set forth below:

1. Occupational Compensation – On the Job Employees who, in their normal course of employment, suffer a loss of time as a result of a lost time accident or injury.
2. Non-Occupational Compensation – Off the Job Employees who suffer a loss of time as a result of sickness or personal injury that is not related to the job.

Occupational Compensation

Employees who are prevented from performing normal tasks with the University because of an on the job injury, shall, after the first seven days, be entitled to Compensation benefits. The normal Compensation is two-thirds of weekly wages, up to the statutory maximum of \$400.00 a week. (Such employees will use their sick leave allowance to supplement payment made under Occupational Compensation.) However, in no case, during a period of disability, shall total payments exceed the full straight time earnings the employee was earning at the time the disability occurred.

Non-Occupational Compensation

Employees who are injured off the job, or who suffer a major illness, pregnancy, childbirth and related medical conditions, for more than seven (7) days in extent and are under the care of a doctor, are entitled to the following benefits:

Permanent full time and seasonal employees receive the statutory benefit of one-half pay, as calculated under the statutory benefit, up to a maximum weekly benefit of \$200.00 (or the statutory maximum, whichever is greater), for up to 26 weeks with a seven day waiting period. (Accumulated sick leave will be used to cover the seven day waiting period).

In case of childbirth and related medical conditions, disability payments will be based on doctor's statements and may be paid at any point in the pregnancy at which time the doctor certifies the employee disabled.

Temporary and part-time employees who meet the qualification period by having worked twenty-five days or longer receive the statutory benefit of one-half pay, as calculated under the statutory benefit, up to a maximum weekly benefit of \$200.00 for up to 26 weeks, with a seven day waiting period. (Temporary and part-time employees are not eligible for sick benefits). A thirty day post-employment period is available to qualifying employees.

Section 11.

Employees collecting disability benefits do not forfeit any days of accumulated sick leave. So long as an employee is receiving disability benefits, he/she shall have the option of utilizing accrued benefit time, with sick leave being used 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/accrued benefit pay shall not exceed that straight time weekly wage. If an employee remains disabled after exhausting disability benefits, any remaining accumulated sick leave may be utilized up to the date the employee becomes eligible for Social Security Benefits.

Section 12.

In the event the University believes an employee is abusing sick time, it may require of the employee a doctor's statement that the employee is unable to work due to a sickness, provided the employee has been put on advance notice of such a requirement by the Human Resources Office. A notice by the University may require a doctor's statement for up to a six-month period.

Section 13.

In addition, if any employee is absent due to sickness for three (3) or more consecutive days, the University, without advance notice, may require a doctor's statement that the employee is unable to work due to a sickness. Such a requirement is to be imposed on or about the employee's return to work.

Section 14.

An employee must present adequate medical clearance to return to his/her job following a Workers' Compensation or Disability leave.

If the University believes that any employee is medically unfit for duty, it may have that employee examined by a physician of its choice (from the agreed upon list), at University expense. If the employee is found fit for duty, he or she will be made whole for any wages lost as a result of the examination.

Section 15.

Upon retirement, an 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 10 days (these 10 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 50 days (20+20+10), with no pyramiding of days allowed.

Section 16.

Employees shall receive one (1) day's pay for each quarterly period [quarterly periods being 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. The first period will begin on or about July 1, 2004.

ARTICLE 20
INSURANCE

Section 1.

Subject to acceptance by the Service Employees Benefit Fund, during the life of this agreement, the University will contribute the following amounts to the Service Employees Benefit Fund on behalf of eligible employees actually working; employees will, in turn, contribute the amount shown. Payments will be made on behalf of seasonal employees during their summer layoff in the same proportion as during the school year.

Payments on behalf of employees not actually working will be made as may be set out elsewhere in this Agreement (e.g., Workers' Compensation/Disability, see Section 2 below; Leaves of Absence, Article 23, Section 2, etc.).

	<u>11/1/04-10/31/05</u>		<u>11/1/05-10/31/06</u>		<u>11/1/06-10/31/07</u>	
	<u>Univ. Cont.</u>	<u>Employee Cont.</u>	<u>Univ. Cont.</u>	<u>Employee Cont.</u>	<u>Univ. Cont.</u>	<u>Employee Cont.</u>
Individual	\$297.44	0	\$392.40	0	\$416.46	0
Family (including individual)	\$485.48	\$180.64	\$640.88	\$238.72	\$676.68	\$249.98

Section 2.

The University will continue to pay insurance premiums for employees and contribute toward dependent coverage for up to six (6) months when an employee is out of work on Disability or Worker's Compensation.

Section 3.

Employees are responsible for providing their share of insurance contributions to the University by the 30th of the month prior to the University's payment to the Fund. Employee contributions shall be by payroll deduction where possible and, where not possible, by cash/personal check. In the event an employee does not make timely payment to the University, the University will not make contributions to the Fund on the employee's behalf. The employee's (and dependents') coverage status then will be determined by the Fund in accordance with its rules.

The University's sole obligation with respect to insurance is to make required payments to the Fund and it has no responsibility for enrollment, claims administration, plan coverage or the denial of coverage by the Fund.

Section 4.

Coverage for new employees begins with the first day of the month following completion of thirty (30) days of employment.

Section 5.

The University will extend to employees in the bargaining unit an opportunity to participate in a Section 125 (Internal Revenue Code) plan with respect to their share of health insurance premiums, medical care reimbursement and dependent care costs, to the extent permitted by and subject to any limitations and requirements of Section 125 and applicable IRS rules and regulations.

Section 6.

Subject to legal requirements (and approval by the SEIU Benefit Fund, per side letter), effective January 1, 2005, full time (including seasonal) employees otherwise eligible for individual coverage at the University's expense who present evidence to the University of alternative coverage, can annually opt out (using University created waiver form) of that individual coverage and receive an annualized payment from the University of \$1,000 for doing so. (This opt out amount is based on full individual premium cost savings and will be pro rated based on reduced University costs (e.g., early separations/late arrivals)). The opt out payment will be made semi-annually (\$500 on or before last full pay period in June and last full pay period in December, at the end of each semi-annual waiver period), Reinstatement in the plan will be on such terms as permitted by the Fund, except that payment of the opt out payment by the University will end upon it again incurring a premium charge from the Fund for that employee (i.e., employee can not "double dip" by getting opt out payments and reinstatement in Fund).

ARTICLE 21
HOLIDAYS

Section 1.

There will be nine full day paid holidays each fiscal year. The nine full scheduled holidays are:

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

Section 2.

Each employee also shall have two personal holidays which may be taken when the employee wishes provided he/she gives one week's notice. When more than two employees request the same personal holiday in any of the following areas, the third, and any additional, request shall be subject to University scheduling needs: Trades (including the Heating Plant) or Custodial staff. When more than one employee requests the same personal holiday in any of the following areas, the second, and any additional, request shall be subject to University scheduling needs: Dana, Grounds, Supply, Warehouse, Augsburg, North Star Pub, or Arena. Notwithstanding the foregoing, when more than one employee in any of the above specified areas requests the same personal holiday in connection with the following special events, the second and any additional requests shall be subject to University scheduling needs: Family Weekend, Graduation Weekend, Reunion Weekend, Leadership Weekend, Trustee Weekends (2 each semester), Spring Weekend, and Admissions Weekends (2 each semester). Effective June 1, 1980, wages for the unused personal holiday as of July 1 of any year will be paid to the employee when he/she receives vacation pay; however, the employee will not receive extra vacation days for the unused personal holiday.

Section 3.

All full-time employees and seasonal employees who are regularly working will receive holiday pay provided they work the last scheduled day preceding and the first scheduled day following the holiday.

Notwithstanding the above paragraph, seasonal employees shall receive Memorial Day pay provided they work their last scheduled day before Memorial Day and, if scheduled to work after Memorial Day in either that same week or the next week, work their first scheduled day back. If they are not so scheduled after Memorial Day, they need only work their last scheduled day before Memorial Day.

Employees who fail to qualify for holiday pay under this section because of an absence compensated by Workers' Compensation, shall be entitled to one-third of a day's pay (based upon their regularly scheduled hours) at straight time as a supplement to their Workers' Compensation allowance for that day, provided they actually work at least one full day during the payroll period in which the holiday falls.

Section 4.

If a holiday falls on a Saturday or Sunday, it will be observed on the day designated by Federal or State government.

Section 5.

An eligible employee shall receive eight (8) hours pay at his regular straight time hourly rate for each holiday. If an employee is required to work on a paid holiday, he/she shall receive time and one half for hours actually worked and the holiday at straight time pay.

Section 6.

Employees may take personal holidays in 1/2 day increments.

Section 7.

Seasonal employees may use personal holidays during seasonal layoffs.

ARTICLE 22
VACATIONS

Section 1.

Vacations with pay shall be granted to eligible employees covered by this Agreement in accordance with the following schedule and subject to the qualifying requirements set forth herein. In the first partial year of employment (i.e. until July 1 of the first year) the vacation allowance is less than in later years. In this first partial year, vacation time is earned at the rate of 5/6 of a workday for each calendar month of service. Fractional portions of less than 1/2 day will be disregarded during the first year. No vacation may be taken prior to the completion of six months of service.

Full-time employees will be credited with and accumulate vacation leave per the following schedule for any month in which 128 hours worked (worked time to include paid vacation, personal and personal holiday, and documented, qualified FMLA leave time, and to exclude sick leave, Workers' Compensation leave and disability leave) have been processed by the Payroll Department on behalf of that employee.

Full-Time Employees

(1) During each of the first five complete years of service, each full-time employee will be granted two work weeks (10 working days) vacation with pay.

(2) Beginning with the sixth full year of employment, vacation will be earned as follows:

- sixth full year through eighth full year – 13 working days
- ninth full year through eleventh full year – 16 working days
- twelfth full year through thirteenth full year – 18 working days
- fourteenth full year or more – 20 working days

Seasonal Employees

(1) During each of the first five complete years of service, each seasonal employee hired after May 1, 1971, will be granted a vacation allowance with pay on a pro-rata basis. For example, on a ten month basis of employment (5/6 of a year) the vacation with pay during each of the first five complete years of service would be eight working days.

(2) Beginning with the sixth full year of employment, vacation will be earned as follows:

- sixth full year through eighth full year – 10 working days
- ninth full year through eleventh full year – 12 working days
- twelfth full year through thirteenth full year – 13 working days
- fourteenth full year through twentieth full year – 15 working days

(3) After twenty years of employment, each seasonal employee will receive 20 working days vacation with pay.

(4) For each month worked during scheduled off season periods, seasonal employees will receive additional vacation time on the same pro rata basis on which they receive vacation time during the year (except that the maximum vacation allowance shall be 20 days) and an additional three-quarter day of sick leave per month worked.

GUIDELINES FOR ADMINISTRATION

(1) Vacations are not cumulative. Subject to the scheduling needs of the University, vacations may be scheduled at any time during the year. Any earned vacation not taken by June 30th of the following year will lapse. Normally pay in lieu of vacation will not be granted.

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

(3) If a University-recognized holiday 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 should 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.

(5) Vacation pay will 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 10th of the month.

(7) A vacation cannot be taken before it is earned.

(8) Vacations may be taken in 1/2 day increments. Vacations of more than two consecutive weeks will not be scheduled without special approval.

(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) In the event the University schedule conflicts with an employee's vacation schedule, the University reserves the right to reschedule an employee's vacation at a time mutually agreeable to the employee and the University.

(11) Permanent employees who leave in good standing and give a proper two-week notice will receive, as severance pay, their earned vacation credits according to length of service. Vacation credit will not be given for periods of less than six months. Unused vacation of a deceased employee will be paid to his beneficiary or estate.

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

(13) Seasonal employees will notify the University within two calendar weeks of summer sign-ups of those weeks during June, July and August in which they plan to take vacations. These requests will be honored subject to Guideline (10) of this Article. Vacation pay for seasonal employees will be computed and paid at the time of his/her individual vacation.

ARTICLE 23
LEAVE OF ABSENCE

Section 1.

Each regular full-time and seasonal employee must have at least one full year of continuous service to be eligible to apply for leave of absence without pay. Such leave may be granted for a period up to one year. Requests for leaves of absence will be given fair and reasonable consideration and the Union will be notified of approved requests.

Section 2.

An eligible employee who is a member in good standing of the Group Life and Health Insurance Plan may continue the coverage while on approved leave of absence by paying in advance the total premium for a period not less than one (1) month.

Section 3.

The existing seniority of an employee shall not be forfeited by a leave of absence nor shall additional seniority be earned for time spent on a leave of absence.

Section 4.

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

ARTICLE 24
PERSONAL BUSINESS

Section 1.

Employees with one year or more of service as of July 1 of any year will be allowed three (3) days of personal leave during the following fiscal year (July 1 - June 30). One personal day is equivalent to the total number of hours an employee works in one regular workday. Employees shall be compensated for the aforementioned leave based upon straight time hourly rates. Personal leave may be taken in full or half day segments. New employees who have less than 4 months of service as of July 1 will get no personal days the following fiscal year. New employees with 4 to 8 months of service as of July 1 will get one (1) personal day the following year. New employees with 8 months, but less than one (1) year of service as of July 1 will get two (2) personal days the following fiscal year.

Section 2.

Employees should request such personal leave for personal business purposes from their supervisor before 12:00 noon on the day prior to the day requested, except in cases of emergency.

Section 3.

If, due to shortage of personnel or any reason involving job requirements, the University is unable to grant such personal leave at the time requested, another day shall be substituted on a mutually agreeable basis.

Section 4.

Personal days will not be deducted from sick leave.

Section 5.

An employee who does not use their full allotment of personal leave days for any July 1 to June 30 period, shall be cashed out for the unused portion following the end of that period. The amount due the employee shall be included in their paycheck which covers the first full payroll period after July 1 of that subsequent year and shall be calculated at the wage rate, including shift differential, if appropriate, in effect on that July 1 date.

ARTICLE 25
BULLETIN BOARDS, VISITATION & COMMUNICATIONS

Section 1.

The Union shall have the right to have notices posted on bulletin boards 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 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.

Section 4.

The Union representative 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, (b) the Union representative notifies the Associate Vice President for Human Resources of the time and place of his/her visit, and (c) the number of such visits is not unreasonable.

Section 5.

Any notice or communication shall be conclusively deemed for all purposes hereunder to be effectively given if delivered or sent by registered mail addressed, in the case of the Union, to the President of the Union, with a copy to the Union Divisional Chairperson, and in the case of the University, to St. Lawrence University, Canton, New York, Attention: Associate Vice President for Human Resources.

ARTICLE 26
EDUCATIONAL BENEFITS

Section 1.

The University policy is to provide regular full-time and seasonal employees up to three (3) credit hours per semester, tuition free at St. Lawrence University, providing the schedule is mutually agreeable to the employee and his supervisor, and providing that the time lost from regular working hours is made up. A registration fee is required.

Section 2.

(a) The University policy is to provide free tuition at St. Lawrence University for eligible children of employees who are classified as full-time or seasonal non-exempt and who have been continuously employed at least three years. To be eligible the student must be a dependent child of the employee.

(b) The benefit is limited to 32 units or 128 credit hours of undergraduate work, and does not extend to other accredited schools.

(c) It should be noted that children of employees when regularly enrolled at St. Lawrence University are eligible to apply for scholarship aid if they do not qualify for tuition remission.

ARTICLE 27
DEATH IN THE FAMILY

Section 1. The University will provide up to three days leave with pay on scheduled workdays, in the case of death in the immediate family. 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. The immediate family includes spouse, child, stepchild, foster child, son-in-law, daughter-in-law, sibling, parent, parent-in-law, grandparent and grandchild. Step-relatives in the foregoing relationships are also considered to be within this definition of immediate family. 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 leave pursuant to this provision.

ARTICLE 28
JURY DUTY

Section 1.

The University believes that everyone should meet his/her civic responsibility and urges its employees to accept jury duty when summoned. In order that such service does not create financial hardship employee-jurors will receive regular pay for the time missed, less the fees received from the court. A report on the amount of such fees must be presented to the department head at the conclusion of the absence in order that pay adjustments can be made.

Section 2.

Employees will be expected to report back to work on those days or 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 29
VOLUNTEER FIRE FIGHTING

The University agrees that the full pay of an employee continues during the time spent during normal working hours in fighting fires, diving, and responding as a State Certified Emergency Medical Technician, provided the employee is a bona fide member of the unit that is engaged in the activity and has presented such proof as required by the University. Such employees are not to leave work for these purposes without first securing the approval of their supervisor. Such employees who are going to be late for work because they are already involved in responding to an emergency, must call in and notify their supervisor of the situation as soon as practicable.

ARTICLE 30
CALL BACK PAY

Any employee called back to work after completing his/her regular shift and leaving the premises, or who is called in prior to his/her normal work schedule and who has not worked continuously through to the start of his/her normal work schedule, or is called in to work on a holiday shall be paid as follows:

1. An employee called back for one hour on an emergency basis will receive 3 1/2 hours pay – one hour would be at time and one-half, and the balance (2 hours) would be at straight time, for a total of 3 1/2 hours pay.
2. An employee, called back for two hours will receive 4 hours pay.
3. An employee called back for three hours will receive 4 1/2 hours pay.
4. Time worked in excess of 3 hours will be paid at time and one-half the employee's hourly rate. This is with understanding that there will be no pyramiding of overtime for hours worked on emergency call back. Any employee who refuses assigned work shall not be eligible for the guaranteed amounts.

ARTICLE 31
AGREEMENT SUBJECT TO APPLICABLE LAW

In the event any applicable law or court or administrative order or ruling is or shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 32
SAFETY

Section 1.

The University shall continue to make reasonable rules and provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the University in accordance with the practices now prevailing. The University will notify the Union of any changes in or additions to the safety rules.

Section 2.

A campus-wide Safety Committee will be formed and will include two (2) members of the bargaining unit and will meet at least bi-monthly. Minutes will be kept and will be distributed to all Committee members within ten (10) working days after each meeting. The minutes will include any recommendations made by the Committee.

ARTICLE 33
RETIREMENT

Section 1.

The University will continue the defined contribution retirement program to be administered by TIAA/CREF. Under this plan, the University shall make annual contributions 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 will increase to 10%, and employees shall contribute 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.

Section 2.

Employees in this bargaining unit may participate in the University's Voluntary Supplemental Retirement Annuity Plan (SRA). The Supplemental Retirement Annuity Plan permits employees to make tax deferred contributions to purchase annuity contracts with the Teachers Insurance Annuity Association (TIAA) and College Retirement Equity Fund (CREF). No University contributions can be made to this plan. Participation of employees is subject to the regulations of taxing authorities, TIAA/CREF and the University.

Section 3.

Subject to Board approval and the agreement of the other campus bargaining units, employees will have a cash withdrawal option at separation, consistent with rules and regulations of TIAA/CREF.

ARTICLE 34
LIFE INSURANCE

The University shall provide to active employees under the age of 65 life insurance in the amount of one times the employee's salary (to the next \$1,000, i.e., an employee receiving an annual salary of \$13,200 would receive life insurance of \$14,000), but in no event less than \$5,000. Active employees 65 or older shall receive life insurance equal to the following multiple of their salary:

65 but less than 70	.67
70 but less than 75	.45
75 but less than 80	.30
80 or older	.20

Upon retirement, an employee shall continue to receive life insurance coverage at the University's expense in an amount equal to the listed multiple (based upon the employee's age at death) of the employee's salary immediately prior to retirement:

<u>Age at Death</u>	<u>Multiple</u>
less than 65	1.0
65 but less than 70	.67
70 or over	flat \$5,000

An employee is considered "retired" upon terminating their employment with the University and withdrawing from the workforce, provided they had reached the age of 62 and have at least 10 years of continuous service at the University.

ARTICLE 35
NEPOTISM

Section 1.

Except under unusual circumstances as determined by the University, employees shall not be permitted to bid on any job that would place them under the direct supervision of a "relative" as defined below. Temporary employment under these circumstances may be permitted in the University's discretion.

Section 2.

"Relatives," as used in this Article, includes parents, spouses, children, siblings, parents-in-law, children-in-law, brothers/sisters-in-law, grandchildren, grandparents and stepparents.

Section 3.

This Article only applies to employees hired on or after July 1, 1991.

ARTICLE 36
UNIFORMS

The University agrees that if during the life of this Agreement it requires employees to wear regulation uniforms, it shall furnish an employee with three (3) uniforms. The repair and replacement of uniforms due to normal wear and tear shall be the responsibility of the University. The repair and replacement of uniforms due to any other reason shall be the responsibility of the employee. For comfort reasons, the materials chosen for uniforms shall be a blend.

ARTICLE 37
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 38
PART-TIME EMPLOYEES

Regular part-time employees shall be covered under the following contract articles, but no others:

Article 1 - Purpose and Intent

Article 2 - Recognition

Article 3 - Managements Rights

Article 4 - Union Security

Article 5 - Check-off

Article 6 - Non-Discrimination

Article 7 - Strikes and Lockouts

Article 8 - Labor-Management Committee

Article 9 - Wages and Classifications

Article 10 - Hours of Work and Overtime

Article 11 - Shift Differential

Article 12 - Seniority, but only to the extent that in defining and applying "occupational seniority", regular part-time employment in any job title or classification listed in Appendix I shall be deemed as if a separate "occupation listed in Appendix I", and then only for purposes of applying the layoff procedure contained in Article XI.

Example: A part-time employee employed as stock clerk and one employed as grounds mechanic would each be afforded occupational seniority, for purposes of applying the layoff procedure in the same "part-time" classification, but only in that part-time classification.

Article 16 - Transfer and Promotion

Article 17 - Discharge and Discipline

Article 19 - Grievance and Arbitration

Article 21 - Only to the extent that part-time employees shall be eligible for holiday pay for Thanksgiving under the same conditions applicable to other employees.

Article 25 - Bulletin Boards, Visitations & Communications

Article 31 - Agreement Subject to Applicable Law

Article 32 - Safety

Article 33 - Retirement (subject to ERISA)

Article 39 - Duration of Agreement

ARTICLE 39
DURATION OF AGREEMENT

This Agreement shall become effective as of 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.

SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, LOCAL 200UNITED

By: Jerry Dennis
President, Local 200UNITED _____

By: Jody DelBrocco
Union Representative _____

By: Tim Kinch
Divisional Chairperson _____

By: Steve Richards
Secretary/Treasure _____

By: Larry Goolden
Chief Steward, Local 200UNITED _____

By: Diane Hull
Chief Steward, Local 200UNITED _____

By: Kevin LaBrake
Steward, Local 200UNITED _____

By: Mike Lucas
Steward, Local 200UNITED _____

By: Meica Miller
Steward, Local 200UNITED _____

By: Regina Bessette
Steward, Local 200UNITED _____

ST. LAWRENCE UNIVERSITY

By: Susan Cypert
Associate Vice President for Human Resources _____

By: Cindy Atkins
Director, Dining Services _____

By: Claude Banker
Director, Facilities Operations _____

By: Theresa Cochrane
Assistant Director for Human Resources _____

APPENDIX I

<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
A	Cleaner General Laborer Utility
B	FSG Grounds Laborer Receiving & Storage
C	Catering FSG Custodian Equipment Attendant Material Recycler
D	Cook Grounds Technician President's House Caretaker
E	Baker Catering Cook Dining Services Leader Skilled Trades

RATE RANGES

<u>GRADE</u>	July 2004		July 2005		July 2006	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
A	9.07	12.90	9.30	13.22	9.53	13.55
B	9.31	13.23	9.54	13.56	9.78	13.90
C	10.04	14.48	10.29	14.84	10.55	15.21
D	10.79	14.81	11.06	15.18	11.34	15.56
E	11.78	17.13	12.07	17.56	12.37	18.00

NOTES TO WAGE SCHEDULE

1. Subject to the following notes, effective July 1, 2004, a 5 % adjustment will be made to the minimum and maximum of the wage schedule; effective July 1, 2005, a 2 1/2% adjustment will be made to the minimum and maximum of the wage scale; effective July 1, 2006, a 2 1/2% adjustment will be made to the minimum and maximum of the wage scale. These adjustments have been reflected in the above wage schedule.
2. New employees will be hired at not less than the minimum (as now, they can be hired at above the minimum.)
3. Employees will progress through the range with a \$.30 per hour increase on July 1, 2004, January 1, 2005, July 1, 2005, January 1, 2006, July 1, 2006, and January 1, 2007, commencing with the first January 1/July 1 after successful completion of their probationary period and ending when the rate reaches the maximum.
4. Upon successfully bidding on a permanent vacancy in a higher graded position and completing the trial period, an employee will go to the minimum of that new grade or maintain their current wage plus \$.25 per hour (not to exceed the maximum of the new grade), whichever is greater, except that if the employee moves more than three grades (i.e., four grades), she/he will receive the minimum of that new grade or maintain their current wage plus \$.50 per hour (not to exceed the maximum of the new grade), whichever is greater, and if the employee moves more than four grades (i.e., five grades or more), she/he will receive the minimum of that new grade or maintain their current wage plus \$.75 per hour (not to exceed the maximum of the new grade), whichever is greater.
5. An employee who transfers to a lower graded position will maintain their current rate or go to the maximum of the new range, whichever is lower.

APPENDIX II

<u>GRADE</u>	<u>CURRENT POSITION</u>	<u>QUALIFIED FOR OVERTIME</u>
A	Cleaner General Laborer Utility	Any Level A Classification within division Any Level A Classification within division Any Level A Classification within division
B	FSG Grounds Laborer Receiving & Storage	Any Level A within division Any Level A within division Any Level A within division
C	Catering FSG Material Recycler Custodian Equipment Attendant	Any Level A or B within division Any Level A or B within division Any Level A or B within division Any Level A or B within division
<u>D</u>	Cook Grounds Technician President's House Caretaker	Any Level A, B or C within division Any Level A, B or C within division Any Level A, B or C within division
E	Baker Catering Cook Dining Services Leader Skilled Trades	Any Level A, B, C or D within division Any Level A, B, C or D within division Any Level A, B, C or D within division Any Level A, B, C or D within division

LETTER OF UNDERSTANDING
(as modified during 1993 negotiations)

Mr. Thomas McShane
Service Employees International Union
P.O. Box 527
2 Hodskin Street
Canton, New York 13617

Dear Tom:

During the recent negotiations between St. Lawrence University and Local 200 certain items were agreed upon which more properly belong in a separate letter of understanding. I have set forth these items below. Would you please indicate acceptance by entering your signature in the place designated.

The parties agree to the following:

The mail work presently performed by a bargaining unit groundsman will be assigned to another University department; however, the groundsman will not be laid off by reason of the work transfer.

In connection with the summer work customarily performed by students at minimum wage rates, the University, after first making these positions available to S.L.U. students will next offer the position to the seasonal employees on layoff. Employees performing these summer jobs will receive the same pay rates and fringe benefits as student employees, and will have no rights whatever under the labor agreement during this summer period. Employees taking these jobs will be returned to their bargaining unit positions when the temporary summer work is concluded.

ST. LAWRENCE UNIVERSITY
By: Donald E. Pearson

Accepted:
Thomas McShane
Local 200UNITED, SEIU

**Letter of Agreement
Between
St. Lawrence University,
SEIU, Local 200-B and
The Service Employees Benefit Fund**

The undersigned parties hereby agree that in the event current contract negotiations between St. Lawrence University ("University") and SEIU, Local 200-B ("Union") result in the University contributing to the Service Employees Benefit Fund ("Fund") on behalf of bargaining unit employees, the following shall apply:

1. All bargaining unit employees, regardless of Union membership, shall be eligible. Those employees on the payroll as of the date of the University's contribution and who are already covered by insurance, will be eligible for immediate coverage as of that date with no exclusion for pre-existing illnesses. Similarly, dependents of such employees who also are already covered by insurance will be eligible for immediate coverage with no exclusion for pre-existing illnesses.
2. Except as may be prohibited by law, coverage of all bargaining unit employees under the University's existing insurance will terminate upon the University's participation in the Fund, and the Fund will take over coverage of eligible employees (including those in the midst of treatment).
3. Benefit coverage by the Fund will begin the first day of the first month for which the University pays contributions and ends on the last day of the last month for which the University pays contributions. Contributions, and therefore coverage, for new employees will only begin as of the first day of the month after successful completion of the probationary period. Payments by the University to the Fund are due by the 15th of the month following the month in which work is performed and coverage is provided. (Ex. Payments are due October 15 for September 1 coverage.)
4. The University will have no administrative role either in enrollment or claims, except that the University will use reasonable efforts to provide each new bargaining unit employee with a "Benefit Fund Enrollment Card." If an employee completes that card and returns it to the University, it will be forwarded to the Fund with the University's next monthly payment.

Notwithstanding the University's willingness to provide enrollment cards to new employees, the parties understand that enrollment of employees is the Union's responsibility and the University shall have no liability for the failure, for any reason, of an employee to be enrolled in the Fund. Similarly, changes in enrollment status are not the responsibility of the University. Claims will be administered in a non-discriminatory manner.

5. The University's obligation to contribute to the Fund shall continue only so long as the University and Union's collective bargaining agreement requires such contributions. Premiums for coverage shall be allocated between the University and employees in accordance with the terms of the Union and University's collective bargaining agreement.

The following represents the full premium costs for insurance through September, 1994:

	<u>Through 9/92</u>	<u>Through 9/93</u>	<u>Through 9/94</u>
Individual:	\$113.13	\$123.79	\$135.57
Family (Including Individual):	\$263.24	\$288.87	\$317.16

6. The University will be responsible for forwarding to the Fund the full premium amount for each covered employee (and dependents as appropriate). However, in the event any such employee does not pay his or her required contribution in full (including contributions for dependent coverage) to the University (by payroll deduction or cash/check) by the date established by the University, it shall have no obligation to forward any contribution on behalf of that employee (or his/her dependents) to the Fund. The Fund shall then continue or discontinue coverage for that employee (and dependents) in accordance with its policies and rules.

If the Union chooses to provide the University with the required employee contribution in the same timely manner required of the employee so that coverage may be continued, the University will accept that payment as if made by the employee.

With respect to COBRA rights, there is no University contribution and all administration of COBRA benefits and the provision of notices (except as may be required by law to come from the University) rest with the Fund. To the extent required by law, the University will notify the Fund of a qualifying event.

7. The University shall be permitted access, from time to time, to whatever Fund records it considers necessary to verify coverage, including but not limited to enrollment cards.
8. Benefits of the Plan initially shall be no less than as represented in the attached Benefit Booklet.
9. The University may enter the plan at any time up to and including October 31, 1991.
10. If the University later withdraws from the Fund, there will be no charges, penalties or other payments required of the University, except for any outstanding contributions it may owe for its employees.
11. In the event any tax law which may affect University's participation in Fund goes into effect, without an exclusion or separate testing provision for collectively bargained benefits, the University will have the right to withdraw from Fund and reinstitute, as closely as a carrier will permit, the current or substantially equivalent benefits at the current percent of University contribution, except that any penalties, charges etc. that may be imposed by the carrier will be passed directly to employees, and subject to any changes in benefits (including deductibles, pre-certification programs, etc.) which at that time may exist under its plan for other covered University employees.
12. The University's payment of monies to the Fund reflects its acceptance of the Restated Trust Agreement, Benefit Book, Summary Plan Description, and Collections Policy, attached.

13. The University's responsibility for insurance coverage for employees is limited to providing required contributions. The University is in no way responsible for any coverage or claims, or for the failure of an employee to be covered.

14. If for any reason the University does return unit employees to its plan, eligibility will be subject to the carrier's eligibility requirements.

ST. LAWRENCE UNIVERSITY	SEIU, LOCAL 200UNITED
Donald M. Lazzaro	Jerry Dennis, President
(received & signed 9/30/91)	

SERVICE EMPLOYEES BENEFIT FUND
Jerry Dennis, Chairman

Side Letter
Service Employees Benefit Fund

The undersigned parties hereby agree to continue the terms of their September 30, 1991 "Letter of Agreement" for the life of the 2004-2007 contract between the Union and the University with the understanding that full premium costs for insurance for the period beginning November 1, 2004 through October, 2007 shall be:

	<u>Through October 31, 2005</u>	<u>Through October 31, 2006</u>	<u>Through October 31, 2007</u>
Individual:	\$297.44	\$392.40	\$416.46
Family (Including Individual)	\$666.12	\$879.60	\$926.66

In addition employee coverage will begin as of the first day of the month after the employee completes 30 days of employment.

The Fund is aware of, and approves, the opt out provision contained in Article 20, section 6, of the parties' contract.

If the Service Employees Benefit Fund's actuarial report decreases the premium rates for medical coverage, the Employer will be entitled to pay the lower rates for the contract year.

If, as a result of this provision there is a reduction in the premium during the life of the 2004-07 Collective Bargaining Agreement, the employee contribution rate for family coverage shall be reduced so that the savings generated by the lower family premium shall be shared equally by the University and those employees contributing towards family coverage.

If there is such a reduction mid-term in subsequent contracts, the employee contribution rate for family coverage shall be reduced so that the savings generated by such a lowering of the individual and family premiums shall be shared equally by the University and those employees contributing towards family coverage.

Dated:

SEIU, LOCAL 200UNITED

SERVICE EMPLOYEES BENEFIT FUND

Jerry Dennis, President

Jerry Dennis, Chairman

ST. LAWRENCE UNIVERSITY

Susan M. Cypert
Associate Vice President for Human Resources

Side Letter
Retirement & Contracting/Subcontracting

Mr. Scott Budlemann
SEIU, Local 200UNITED
P.O. Box 1540
1153 W. Fayette Street, Suite 302
Syracuse, NY 13201

Dear Mr. Budlemann:

During our recently concluded negotiations, St. Lawrence University and Local 200UNITED agreed to continue in effect for the duration of this contract the following provision from an earlier "side letter" between the parties:

Any employee who retires between July 1, 2004 and June 30, 2007 and who at the time of retirement is 62 or older, but less than 65 years of age and has at least 15 years of University seniority, will have 1/2 the monthly premium cost for individual insurance coverage through the Fund (which monthly premium will not exceed 102% of the individual rates referenced in the parties' collective bargaining agreement) paid by the University until the earlier of (1) age 65, (2) eligibility for Medicare, or (3), the loss of entitlement to continued insurance coverage as determined by the Fund's rules.

Those employees qualifying for the above benefit shall also be paid for any unused accrued sick leave up to an amount equal in gross value (before taxes) to their share of their monthly premium cost for individual insurance coverage referenced above. The employee may use up to their full sick leave accrual (but not to exceed their 1/2 share of the premium cost) for this purpose. Payment will be made to the employee by lump sum at the time of retirement and the employee will be responsible for direct payment of their share of the premium to the University in a timely fashion (failure to make timely payments will result in loss of coverage). This option is in lieu of any other sick leave buy out.

Should the Fund for any reason decline coverage to these individuals under the above terms, this agreement will immediately terminate.

Please indicate your agreement with the contents of this letter by signing in the designated space and returning an original to me. If you have any questions, please call me.

ST. LAWRENCE UNIVERSITY
by: Susan Cypert

Accepted/Agreed:
LOCAL 200UNITED, SEIU
by: Jody Delbrocco

dated: