AGREEMENT

Between

THE UNIVERSITY OF ROCHESTER

UNIVERSITY OF ROCHESTER
RIVER CAMPUS

And

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200UNITED

September 30, 2007 – September 25, 2010
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AGREEMENT

made and entered into this sixth day of October, 2007 by and between the University of Rochester (herein called the "University"), and Service Employees International Union (SEIU) Local 200 United, with its offices at 1150 University Avenue, Rochester, NY 14607 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said University, as hereunder defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH

WHEREAS, the University recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the University and its Employees, and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment, NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION

Section 1. The Union was certified by the National Labor Relations Board on March 14, 1975 (Case Number 3-RC-6225), on December 9, 1976 (Case Number 3-RC-6738), and on December 12, 1996 (Case Number 3-RC-10472) as the sole and exclusive representative for purposes of collective bargaining, and hence covered by this Agreement, of all regular full-time and regular part-time (employed to work regularly more than 1/5 of the regular full-time work week for the job classification in the department) service Employees employed by the University of Rochester at all present and future locations and facilities under its principle direction and control in Monroe County such as those whose duties are defined by the current classifications including any working leaders in the classifications listed in Appendix A excluding employees listed in Paragraph 2 below employed by the University of Rochester in Monroe County, N.Y.

Section 2. Not represented by the Union, and hence not covered by this Agreement are confidential employees, administrators, professionals, supervisors, managerial employees, office clerical employees, technicians, telephone operators, secretaries, security employees, employees in other Certified Labor Relations Board Bargaining Units, temporary employees, all University of Rochester students on the student payroll, all other students whose employment is related to a course of study requiring work training experience, and all part-time employees regularly working a total of 1/5 of the
regular full-time work-week or less for the job classification in the department in which they work.

Section 3. Whenever the term “Employee” is used in this Agreement, it shall mean only those persons in the bargaining unit as set forth in Section 1 of this Article and no others.

Section 4. The term temporary employee shall mean any individual whose employment is for a period not to exceed six (6) months and is so informed at the time of hire and is for the purpose of meeting staffing shortages, staffing short term projects, and relieving Employee absences or whose employment is irregular and casual. The University shall give the Union a monthly inventory of the use of temporary employees, including the name of the temporary employee, the position filled, hours worked and duration of the assignment, and the purpose for using the temporary employee.

Section 5. A temporary employee may be used to fill in for an Employee on leave of absence for a period of up to twelve (12) months. A temporary employee may be used to fill in for an Employee on extended disability for a period of up to eighteen (18) months. In such cases, the University shall notify the Union of the use of the temporary employee and the expected duration of such use at the time of the temporary employee’s placement in the position.

Section 6. Work regularly and customarily performed by an Employee shall not be performed by a student employee, supervisor or volunteer to the extent that it results in his/her layoff. A position filled by a full-time Employee which becomes open will not be split into two (2) or more part-time positions in order to provide employment for a student employee and no such position shall be filled by student employees, unless it cannot be filled by an Employee on a full-time basis. Except for this provision the employment of a student employee shall not violate any provision of this Agreement.

ARTICLE 2
UNION SECURITY

Section 1. All Employees on the active payroll on the effective date of this Agreement who are members of the union shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 2. All Employees on the active payroll on the effective date of this Agreement who are not members of the Union, shall become members of the Union within thirty (30) days after the effective date of this Agreement.

Section 3. All Employees hired after the execution of this Agreement shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their
membership in the Union in good standing as a condition of continued employment.

**Section 4.** For the purposes of this Article, any Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

**Section 5.** An Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

**Section 6.** The Union agrees that it will indemnify and hold the University harmless from any recovery of damages.

**Section 7.** At the time a new Employee subject to this Agreement is hired, the University shall deliver to said Employee a written notice that the University recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles 2 (Union Security) and 3 (Check-off) of this Agreement.

**ARTICLE 3**

**CHECK-OFF**

**Section 1.** Dues deduction. Upon receipt of a written authorization from an Employee in the form annexed hereto in Appendix F, or in any other form designated by the Union necessary to accommodate any changes in the Union’s dues or initiation fee structure, the University shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee.

**Section 2.** Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

**Section 3.** Political Action Fund. Upon receipt of a written authorization from an Employee in the form annexed hereto in Appendix G, or in any other form designated by the Union necessary to accommodate political action deductions, the University shall pursuant to such authorization, deduct from the wages due said Employee each pay period the sum specified in said authorization and remit the funds to the SEIU Local 200United Political Action Fund as the Employee’s voluntary contribution to said Fund. This deduction shall be made each pay period for those Employees authorizing the deduction.
Section 4. The University shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the University will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by paragraph 1 hereof. This provision, however, shall not relieve any Employees of the obligations to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

Section 5. The University shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6. Each month, the University shall remit to SEIU Local 200United, Service Employees International Union, all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

Section 7. The University agrees to furnish the Union each month with the names of newly hired Employees (including other employees transferred into the bargaining unit), their addresses, social security numbers, classifications of work, their dates of hire, and names of terminated Employees (including those Employees transferred out of the bargaining unit), together with their dates of termination, and names of Employees on leave of absence.

Section 8. It is specifically agreed that the University assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings by an Employee arising from deductions made by the University hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
NO DISCRIMINATION

Section 1. Neither the University nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, handicap, disability, marital status, sexual orientation, and Vietnam era veteran or disabled veteran status.
ARTICLE 5
UNION ACTIVITY

Section 1. Except as provided in Article 30 (Grievance Procedure) and Article 31 (Arbitration) no Employee shall engage in any Union activity, including the distribution of literature, during his/her working time or in working areas of the University.

Section 2. The Union shall, by its President or his/her designee, give written notice to the University of the names of its duly authorized Unit Officers, Chief Stewards, Stewards and Alternate Stewards including the area or department(s) they represent and any changes that may occur. An Alternate Steward is one who serves in the absence of a regular Steward.

Section 3. Unit Officers, Chief Stewards and Stewards will be provided necessary time off from their assigned schedules of work, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Unit Officer, Chief Steward or Steward shall advise his/her supervisor of the grievance and make an appointment at a mutually agreeable time. The Unit Officer, Chief Steward or Steward will report back to his/her supervisor when his/her part in the investigation has been completed.

Section 4. Employees elected as Unit Officers, Chief Stewards, Stewards, Executive Board members and Officers shall be excused without pay to permit attendance at the regular once-a-month Area Assembly meeting providing University operations shall not be impaired. The Union shall provide the University, at least two (2) weeks in advance, a written notice of the date and time of the regular Area Assembly and the names of Employees required to attend. Unit Officers, Chief Stewards, Stewards, Executive Board members and Officers may be excused without pay to attend special Area Assemblies upon written request of the Union at least five (5) days in advance. At the Employee’s option, such excused time referenced above may be covered with vacation credit. In addition, Employees elected, as Union Officers or Executive Board members shall be excused without pay to permit attendance at the periodic Executive Board meeting. The same limitations and notification requirements listed above that apply to Unit Officers, Chief Stewards and Stewards, and Area Assembly meetings shall apply to Officers and Executive Board members. The Union shall give notice to the University of the names of its Officers and Executive Board members who are Employees of the University.

Section 5. Unit Officers, Chief Stewards, Stewards will be provided necessary time off from their assigned schedules of work, without loss of pay, to attend the once-a-month meeting of Unit Officers, Chief Stewards and Stewards who work at the University. No Unit Officer, Chief Steward nor
Steward shall be entitled to more than one and one-half (1 1/2) hours of paid release time per month to attend such meetings. Paid release time not used shall not accumulate. The Union shall provide the University written notice at least two (2) weeks in advance of the date and time of such Unit Officer, Chief Steward and Steward Meetings as well as the names of the Employees required to attend. The University shall be invited by the Union on a quarterly basis (once every three (3) months) to present information of mutual interest at these meetings.

Section 6. A representative of the Union shall have reasonable access to the University for the purpose of conferring with the University, Unit Officers, Chief Stewards, Stewards and/or Employees, and for the purpose of administering the terms of this Agreement. Where the Union representative finds it necessary to enter the University for the purpose of conferring with a Unit Officer, Chief Steward, Steward or Employee on work time he/she shall first make arrangements with the Office of Human Resources. All visits shall be in non-working areas and shall not interfere with operations of the University. For the purposes of this paragraph, examples of non-working areas include such areas as snack bars, dining rooms and building lobbies. Working areas include such areas as laboratories, classrooms, offices, kitchens, shops and storerooms.

Section 7. The Employer shall provide exclusive space on designated University Bulletin Boards which shall be used for the purpose of posting proper Union notices, such as Union meetings, elections and the like. Such Bulletin Boards shall be placed at places readily accessible to workers in the course of employment. See Appendix E (Bulletin Board Locations).

Section 8. The University agrees to grant Unit Officers and Union Stewards paid release time from their regular schedule of work in order to attend Union training seminars and conferences, provided University operations are not impaired. The maximum total of such hours of paid release time for Unit Officers and Stewards shall not exceed one hundred (100) hours in a contract year. Unused paid release time shall not carry over from one contract year to another. Requests for the use of such paid release time shall be made at least two (2) weeks in advance of the date and time of the training event. Such requests shall be made by the Union to the Labor Relations Office. It is understood that Unit Officers and Stewards may continue to use vacation time to cover excused time off for Union training events in addition to the paid release time for training events referenced above.

Section 9. The practice of Union and National Benefit Fund representatives (including Unit Officers, Chief Stewards and Stewards) participating in the orientation program for newly hired Employees shall be continued on the same basis as existed at the effective date of this Agreement.
ARTICLE 6
PROBATIONARY EMPLOYEES

Section 1. Newly hired Employees will be considered probationary for a period of four (4) months from the date of employment. If an Employee has not completed his/her probationary period by the date a department temporarily closes down, due to academic scheduling or to accommodate operational needs, it is agreed that the Employee’s probationary period would be extended to permit the Employee to complete his/her probationary period in his/her original department and job classification when department operations resume. It is understood that such an extension of probation will not delay an employee’s eligibility for benefits based on completion of probation and length of service in the job classification. For all employees, prior to the end of the probationary period, the employer will discuss the performance with the Employee and may extend the probationary period one thirty (30) day period if the Employee fails to make progress normally expected. Extension rights will not be abused and notice to the Union of extension is required.

Section 2. During or at the end of the probationary period, the University may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The University will discuss the probationary employee’s performance with him/her prior to such discharge.

ARTICLE 7
SENIORITY

Section 1. Definition. Seniority is defined as the length of time an Employee has been continuously employed in any capacity in the University.

Section 2. Accrual.

1. An Employee’s seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

2. Seniority shall accrue during a continuous authorized leave of absence without pay provided that the Employee returns to work immediately following the expiration of such leave of absence; during absences with pay; and during a period of continuous layoff.
3. Temporary employees as defined in Article I, Section 4, shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee be continuously employed in the same department for more than the six (6) months (or longer period in cases of extended disability or leave of absence as provided in Article 1 (Recognition)) (i.e., become a regular Employee) or should any such temporary employee become a regular Employee in the same department and classification, then his/her seniority shall be retroactive to the date of temporary employment and that period of temporary employment will be counted towards completion of his/her probationary period. If at the time of transfer, the temporary employee has less than sixty (60) days left of the probationary period, his/her probationary period will be extended to equal sixty (60) days. Such an employee whose probationary period is extended shall be considered a non-probationary Employee for purposes of Article 7 (Seniority), sections 5 and 6 for the duration of the probationary period. It is understood that a temporary employee who has a short break in his/her employment of less than fourteen (14) calendar days immediately prior to being placed on the rolls as a regular Employee shall be considered to have been continuously employed. Should any temporary employee become a regular Employee in a different department and/or in a different classification his/her seniority shall be retroactive to the date of temporary employment, but only after completion of his/her probationary period. The retroactive adjustment of seniority will not result in retroactive eligibility accrual or payment for any wage or benefit provisions of this Agreement.

A temporary employee who has been continuously employed in the same department and classification and becomes a regular Employee in that department and classification will be given credit for all such hours worked towards attainment of the job grade rate.

**Section 3. Loss of Seniority.** An Employee’s seniority shall be lost and he/she shall no longer be an Employee when he/she:

1. Terminates voluntarily;
2. Retires;
3. Is discharged for cause;
4. Fails to return from an official leave of absence unless failure to return is due to circumstances beyond the control of the Employee;
5. Is laid off for a period of six (6) consecutive months or a period exceeding the length of the Employee’s continued service, whichever is less;
6. Fails to return to work on a recall from layoff within seven (7) calendar days after the University has sent notice to him/her by letter or telegram to the last address furnished to the University.
by the Employee, unless failure to return is due to circumstances beyond his/her control;

7. Is absent from work for three consecutive days without notifying the University except when failure to notify and work is due to circumstances beyond the control of the Employee.

Section 4. Application. Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement and in layoffs and recalls as provided in this Agreement.

Section 5. Layoff.

1. In the event of a layoff within a job classification within a department, probationary Employees within that job classification shall be removed first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off, on the basis of their seniority with the least senior being first.

2. In the event an Employee is scheduled to be laid off for a period which is expected to exceed 6 months, he/she will be transferred conditioned upon ability to do the work available, in the following order of priority:

   a. To a vacancy, if any, in the same classification in another department;
   b. To replace an Employee with less seniority, if any, in the same classification in another department;
   c. To a vacancy, if any, in another classification in the same pay grade;
   d. To replace an Employee with less seniority, if any, in another classification in the same pay grade;
   e. To a vacancy, if any, in a classification assigned to the next lower pay grade within the department;
   f. To replace an Employee with less seniority, if any, in a classification assigned to the next lower pay grade within the department;
   g. To a vacancy, if any, in a classification assigned to the next lower pay grade in another department;
   h. To replace an Employee with less seniority, if any, in a classification assigned to the next lower pay grade in another department.

3. An Employee not transferred as provided in 5(2) above shall have the procedure set forth in 5-2 e, f, g, h above applied to the classification assigned to each succeeding next lower pay grade until he/she is transferred or laid off.
4. The procedure set forth in 5-2 and 5-3 above shall be applied for each Employee who is replaced as a result of the application of 5-2 and 5-3.

5. In the event an Employee is scheduled to be laid off for a period which is not expected to exceed six (6) months the procedure set forth in 5-2a,c, e, g and 5-3 above as to vacancies shall be applied, or if there are no vacancies the procedures set forth in 5-2b,d, f, h and 5-3 as to replacing an Employee with less seniority shall be applied if the layoff is expected to exceed five (5) work days. In the event of a layoff for a period expected to be 5 days or less, if there are no vacancies, an Employee subject to layoff will have the option of replacing the least senior Employee in the bargaining unit or he/ she shall be laid off.

6. In applying the procedures set forth above, a laid off or replaced full-time Employee shall be transferred to either a full-time position or, at the Employee’s option, to a part-time position. A laid off or replaced part-time Employee shall be transferred to either a part-time position, or at the Employee’s option, to a full-time position. An Employee scheduled to be laid-off shall not be required to fill a vacancy with fewer than his/her present hours of work, but may choose instead to replace a less senior Employee in accordance with the procedures set forth above.

7. In applying the procedures set forth above, a laid off or replaced Employee may, at his/her option be laid off and not transferred to replace an Employee with less seniority, provided that such an Employee shall have recall rights only to the pay grade from which he/she was originally removed.

8. In applying the procedures set forth in paragraph 5-1 only, above, non-probationary Employees affected will, when circumstances permit advance notice, be given two (2) weeks advance notice in writing prior to the effective date of their removal, including the date of their interview in the Office of Human Resources to discuss the layoff and the possibility of transfer. When circumstances permit such advance notice, the Union will be notified seventy-two (72) hours before any Employee notice. When circumstances permit such advance notice, the Union will be notified at least thirty (30) days in advance of any layoff of Employee(s) which may result from a reorganization. Notices to the Union will include relevant information about the factors involved in the layoff. The Union shall have the opportunity to meet with the University and discuss the layoff and relevant information pertaining to it. Such meetings will be arranged between the Union Representative and the Director of Human Resources or his/her designee. Unit Officers, Chief Stewards, Stewards, and affected Employees not to
exceed three (3), will not lose pay when excused from their regular work schedule to attend such meetings.

Section 6. Recall.

1. When a vacancy occurs, Employees who have been laid off or transferred as a result of the application of paragraph 5 above, shall be recalled to work conditioned upon ability to perform the work available, in accordance with the reverse application of the layoff procedure. An Employee has recall rights for the twenty-four (24) month period subsequent to the effective date of the layoff.

2. Probationary Employees who have been removed are terminated and have no recall privileges.

3. A part-time Employee on layoff shall have one opportunity for recall to a full-time position. If he/she declines he/she may be recalled to a part-time position under (a) above.

Section 7. Position and Shift Change.

1. Definition: A position or shift change is a transfer to other than a temporary opening within the same classification in a different work area, shift, or work schedule.

2. Employees who wish to be considered for a position or shift change shall submit a request for transfer to the appropriate office. In the case of requests for changes within the department, it should be submitted to the office designated by their department; in the case of requests for changes to a different department, if the request is for a position within the Services Division, the request should be submitted to the appropriate office designated by the Services Division. Requests for positions in all other departments should be submitted to the Employment Services Division of Human Resources. Such requests are relevant for a six (6) month period. The request must specify the shift and/or work schedule, and should specify the location of the position requested.

Full-time Employees are eligible for all position or shift changes; part-time Employees are eligible for only part-time position and shift changes. Part-time Employees may bid on full-time positions in accordance with the procedures of Section 8 “Promotions, Demotions, and Lateral Transfers,” below.

3. Prior to posting a vacancy all position and shift transfer requests which are on file at the time the vacancy occurs shall be considered by the department. Employees not chosen for the
vacancy will be considered for any subsequent vacancies in the same classification that occur as a result of filling the original vacancy.

4. Employees in the same classification will be offered the position in accordance with their seniority, provided that it will not adversely affect the operation of the University.

5. An Employee who has been transferred under the provisions of this paragraph need not be considered for subsequent transfer under these provisions during the six (6) months following transfer.

6. An Employee who is transferred within the same classification to a different department shall serve a probationary period of three (3) months. If he/she is removed from the new job during the probationary period, he/she shall be returned to the classification and department from which he/she was transferred without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights shall be subject to Article 28I (Discipline) of this Agreement.

Section 8. Promotions, Demotions, and Lateral Transfers.

1. Definitions: A promotion is a transfer to other than a temporary opening in another classification in a higher pay grade. A demotion is a transfer to other than a temporary opening in another classification in a lower pay grade.

A lateral transfer is a transfer to other than a temporary opening in another classification in the same pay grade.

2. In making a promotion, demotion, or lateral transfer, the University shall post a notice of each vacancy on the bulletin boards designated for that purpose for a period of not less than three (3) working days, excluding week-ends and holidays, before the vacancy is filled. A copy of the notice will be sent to the Union.

3. Employees with seniority and the ability to do the work, who wish to be considered, shall request consideration in writing by submitting a bid card to the Human Resources Department. Employees will be encouraged to update their application or resume at the time they submit a bid card. Bids received by the Friday of the week after the start of the posting period will be considered timely.
4. The University shall promote, demote or laterally transfer the Employee with the greatest seniority who has requested consideration (including Employees subject to layoff or transfer under the provisions of Section 5 above), unless as between or among such Employees there is an appreciable difference in their ability to do the work. In determining ability to do the work, the University may consider the Employee’s past work performance.

5. A vacancy in the same classification, work area and shift for which another vacancy was posted in the preceding two-week period need not be posted. The same applicant pool will be considered for the second vacancy. The notice shall state that the posting will apply to any vacancy which opens within the next two weeks in the same classification, work area and shift.

6. An Employee who is promoted, demoted, or laterally transferred (either voluntarily or due to a lay-off, except in cases of involuntary job title change or upgrade) shall serve a probationary period of four (4) months. If he/she is removed from the new job during the probationary period, he/she shall be returned to the classification from which he/she was transferred without loss of seniority or other benefits, excepting that if he/she is discharged, his/ her rights shall be subject to Article 28 (Discipline) of this Agreement.

7. A newly hired Employee or one who has been promoted, demoted, or laterally transferred need not be considered for subsequent transfer during the six (6) month period following the date of hire, the promotion, demotion or the transfer.

8. In the event that an Employee is returned during his/her probationary period to the classification from which he/she was transferred, the University may consider other Employees who requested consideration before posting again.

Section 9. Dual Appointments. The University may allow an Employee to hold two classifications and pay rates in the same department providing that the Employee’s transfer to each classification is done in accordance with Section 8 above, and providing the Employee’s standard work hours do not exceed forty (40) hours per week. The Employee will be paid a blended rate that will be calculated by multiplying the hours worked for each pay rate and dividing the total amount by the total hours. Any hours worked beyond the Employee’s regularly scheduled hours shall be paid at the rate appropriate for the work assigned. Prior to an offer of a dual appointment being made to an Employee, the University will discuss the details of the appointment with the Union. An Employee who holds a dual appointment will have transfer, position
and shift change rights consistent withSections 7and 8in both job classifications and pay grades.

**Section 10. Temporary Promotions.** A temporary promotional vacancy is a vacancy which is expected to be temporary, which is expected to be open for at least ten consecutive working days, and which is to be filled temporarily by an Employee in a lower pay grade in the same department. When such a temporary promotional vacancy occurs, the most senior Employee in the department will be offered such a promotion unless there is an appreciable difference in the ability of that Employee and other less senior Employees to do the work. When a more senior Employee is not selected to fill a temporary vacancy, that Employee will be so notified by the department. For the purposes of this section Eastman, Douglass, Danforth Dining Centers and Dining Services Cash Operations and the Faculty Club will be considered one (1) department.

**Section 11. Return to Bargaining Unit.** A University staff member who has performed the type of work now performed by Employees in the bargaining unit who was transferred out the unit prior to October 28, 1984, may be returned by the University to that unit. In such case the return shall be to a vacancy, and if none exists, then to replace an Employee in the classification in which he/she formerly worked, who has less seniority than the returning Employee had when he/she left the bargaining unit. A University staff member who has performed the type of work now performed by Employees in the bargaining unit who is or was transferred out of the unit after October 27, 1984, may be returned by the University to the unit. In such a case, the return shall be to a vacancy filled in accordance with Section 8 above. The returning staff member may be considered as an Employee of the department in which he/she last worked while in the bargaining unit for purposes of filling such vacancies. If no vacancies exist, the returning staff member may replace an Employee in the same classification in which he/she formerly worked provided the returning staff member does so within the first year of transferring out of the unit. For purposes of this section, only the seniority which the returning staff member had at the time he/she left the unit will be considered.

**Seniority 12. Seniority Lists.** The University will provide to the Union an Employee’s seniority list by department and a unit-wide alphabetic list showing seniority dates twice each year, in April and October. Any dispute or complaints concerning the seniority list shall be governed by Article 30 (Grievance Procedure) if presented within the time limits provided in Step 2.

**Section 13. Transfer to Hospital.**

1. When a vacancy other than a temporary opening occurs in the Hospital service employees’ bargaining unit, Employees in this
bargaining unit, who have requested consideration for transfer to the Hospital in writing; will be considered after Hospital employees, but before outside applicants for hire. In the event of a transfer to such a Hospital vacancy, University service and accrued vacation, and sick time will carry over. Upon transferring to Hospital vacancies Employees’ wage rates shall be in accordance with Sections 6, 7, 8, or 9, as the case may be, of Article 7 (Wages) of the Hospital Agreement.

2. In the event an Employee with seniority is laid off because of temporary discontinuance of operations, such an Employee will be considered for temporary transfer to temporary openings in classifications in the Hospital service employees’ bargaining unit, if any, before outside applicants for hire. An Employee transferred under this provision does not become a temporary employee. He/she will be considered a regular Employee in the bargaining unit defined in Article 1 (Recognition) above and his/her current rate of pay will be determined in accordance with Article 7 (Wages).

3. In order that Employees may be aware of and have the opportunity to apply for job vacancies in the Hospital 1199 bargaining unit, the University agrees to post such vacancies on bulletin boards designated for Campus-1199 use.

Section 14. For purposes of Sections 2, 5, 6, 7, and 8 above, Eastman School of Music Dining Center, Douglass Dining Center, Danforth Dining Services – Wilson Commons, Dining Services Cash Operations and the Faculty Club will be considered one (1) department.

ARTICLE 8
WAGES

Section 1. Wages shall be paid in accordance with the wage schedules as set forth in Appendix C.

Section 2. The pay grade assigned to each existing classification as set forth in Appendix A and the pay grade assigned to each new or changed classification shall remain in effect during the term of this Agreement unless the job content of a classification is substantially changed.

Section 3. Whenever the phrase “regular pay” is used in this Agreement, it shall include shift differentials but not overtime premium.

Section 4. When an Employee is transferred on a temporary basis to a classification in a higher pay grade for a period of 1/5 or more of the regular
full-time work week for the classification in the department, he/she shall be paid the appropriate step rate for that classification as set forth in Appendix C, or his/her current rate, whichever is higher, during the period of these transfers. The Wage Schedule which is in effect at the time and which is appropriate based on the Employee’s seniority shall be applicable.

**Section 5.** When an Employee is transferred on a temporary basis to a classification in a lower pay grade, his/her Rate shall be maintained.

**Section 6. a.** When an Employee with a seniority date before April 3, 2005 is transferred on a regular basis to a classification in a higher pay grade, his/her rate shall be as set forth in Appendix C as determined in the following manner:

1. if his/her current rate is less than the start rate for the new classification, his/her rate shall be increased to the start rate.

2. if his/her current rate equals or exceeds the start rate but is less than the Step 1 rate of the new classification, his/her rate shall be increased to the Step 1 rate.

3. if his/her current rate equals or exceeds the Step 1 rate but is less than the job rate of the new classification, his/her rate shall be increased to the job rate.

4. if his/her rate equals or exceeds the job rate but is less than the 2 year rate of the new classification, and the Employee has two (2) or more years of seniority, his/her rate shall be increased to the 2 year rate.

5. if his/her rate equals or exceeds the 2 year rate but is less than the 18 year rate of the new classification, and the Employee has eighteen (18) or more years of seniority, his/her rate shall be increased to the 18 year rate.

**Section 6. b.** When an Employee with a seniority date on or after April 3, 2005 is transferred on a regular basis to a classification in a higher pay grade, his/her rate shall be as set forth in Appendix C as determined in the following manner:

1. if his/her current rate is less than the start rate for the new classification, his/her rate shall be increased to the start rate.

2. if his/her current rate equals or exceeds the start rate but is less than the Step 1 rate of the new classification, his/her rate shall be increased to the Step 1 rate.
(3) if his/her current rate equals or exceeds the Step 1 rate but is less than the job rate of the new classification, his/her rate shall be increased to the job rate.

(4) if his/her rate equals or exceeds the job rate but is less than the 2 year rate of the new classification, and the Employee has two (2) or more years of seniority, his/her rate shall be increased to the 2 year rate.

(5) if his/her rate equals or exceeds the 2 year rate but is less than the 5 year rate of the new classification, and the Employee has five (5) or more years of seniority, his/her rate shall be increased to the 5 year rate.

(6) if his/her rate equals or exceeds the 5 year rate but is less than the 9 year rate of the new classification, and the Employee has nine (9) or more years of seniority, his/her rate shall be increased to the 9 year rate.

(7) if his/her rate equals or exceeds the 9 year rate but is less than the 18 year rate of the new classification, and the Employee has eighteen (18) or more years of seniority, his/her rate shall be increased to the 18 year rate.

Section 7.

a. When an Employee with a seniority date before April 3, 2005 is transferred on a regular basis to a different classification in the same pay grade, his/her rate shall be maintained. If the transfer occurs before the Employee has reached the Step 1 rate, job rate, 2 year rate, or 18 year rate, when he/she has completed the time required for that pay grade, he/she shall be paid the Step 1, job rate, 2 year rate, or 18 year rate.

b. When an Employee with a seniority date on or after April 3, 2005 is transferred on a regular basis to a different classification in the same pay grade, his/her rate shall be maintained. If the transfer occurs before the Employee has reached the Step 1 rate, job rate, 2 year rate, 5 year rate, 9 year rate, or 18 year rate, when he/she has completed the time required for that pay grade, he/she shall be paid the Step 1, job rate, 2 year rate, 5 year rate, 9 year rate, or 18 year rate.

Section 8. a. When an Employee with a seniority date before April 3, 2005 is transferred on a regular basis to a classification in a lower pay grade, his/her
rate shall be as set forth in Appendix C as determined in the following manner:

(1) if he/she is at the start rate, he/she will receive the start rate for the lower pay grade job;

(2) if he/she is at the Step 1 rate, he/she will receive the Step 1 rate for the lower pay grade job;

(3) if he/she is at the job rate, he/she will receive the job rate for the lower pay grade job;

(4) if he/she is at the 2 year rate, he/she shall receive the 2 year rate for the lower pay grade job;

(5) if he/she is at the 18 year rate, he/she shall receive the 18 year rate for the lower pay grade job.

The time worked in the higher pay grade will count towards fulfilling the requirements of Appendix C for attaining the Step 1, job rate, 2 year rate, and 18 year rate.

Section 8. b. When an Employee with a seniority date on or after April 3, 2005 is transferred on a regular basis to a classification in a lower pay grade, his/her rate shall be as set forth in Appendix C as determined in the following manner:

(1) if he/she is at the start rate, he/she will receive the start rate for the lower pay grade job;

(2) if he/she is at the Step 1 rate, he/she will receive the Step 1 rate for the lower pay grade job;

(3) if he/she is at the job rate, he/she will receive the job rate for the lower pay grade job;

(4) if he/she is at the 2 year rate, he/she shall receive the 2 year rate for the lower pay grade job;

(5) if he/she is at the 5 year rate, he/she shall receive the 5 year rate for the lower pay grade job;

(6) if he/she is at the 9 year rate, he/she shall receive the 9 year rate for the lower pay grade job:
if he/she is at the 18 year rate, he/she shall receive the 18 year rate for the lower pay grade job.

The time worked in the higher pay grade will count towards fulfilling the requirements of Appendix C for attaining the Step 1, job rate, 2 year rate, 5 year rate, 9 year rate, and 18 year rate.

Section 9. a. When an Employee with a seniority date before April 3, 2005 is transferred on a regular basis between the Hospital and the Campus bargaining units to the same and/or different classification in the same pay grade, his/her rate shall be determined in the following manner. The Wage Schedule in Appendix C which is in effect at the time and which is appropriate based on the Employee’s seniority shall be applicable:

1. If he/she is at the start rate, he/she will receive the start rate for the same pay grade job;
2. If he/she is at the step 1 rate, he/she will receive the step 1 rate for the same pay grade job;
3. If he/she is at the job rate, he/she will receive the job rate for the same pay grade job;
4. If he/she is at the 2 year rate, he/she will receive the 2 year rate for the same pay grade job;
5. If he/she is at the 18 year rate, he/she will receive the 18 year rate for the same pay grade job;
6. The time worked in the same pay grade will count towards fulfilling the requirement of Appendix C for attaining the Step 1, job rate, 2 year rate, or 18 year rate.

Section 9. b. When an Employee with a seniority date on or after April 3, 2005 is transferred on a regular basis between the Hospital and the Campus bargaining units to the same and/or different classification in the same pay grade, his/her rate shall be determined in the following manner. The Wage Schedule in Appendix C which is in effect at the time and which is appropriate based on the Employee’s seniority shall be applicable:

1. If he/she is at the start rate, he/she will receive the start rate for the same pay grade job;
2. If he/she is at the step 1 rate, he/she will receive the step 1 rate for the same pay grade job;
(3) If he/she is at the job rate, he/she will receive the job rate for the same pay grade job;

(4) If he/she is at the 2 year rate, he/she will receive the 2 year rate for the same pay grade job;

(5) If he/she is at the 5 year rate, he/she will receive the 5 year rate for the same pay grade job;

(6) If he/she is at the 9 year rate, he/she will receive the 9 year rate for the same pay grade job;

(7) If he/she is at the 18 year rate, he/she will receive the 18 year rate for the same pay grade job;

The time worked in the same pay grade will count toward fulfilling the requirement of Appendix C for attaining the Step 1, job rate, 2 year rate, or 18 year rate.

Section 10. In implementing rate changes during the life of this Agreement, for changes of status occurring in the first half of the pay period, rate changes will be effective at the start of that pay period, and for all changes occurring in the second half of the pay period, rate changes will be effective at the start of the following pay period.

Section 11. Training Rate: Employees who are assigned to train new hires and temporary employees who are hired to work three (3) or more consecutive months will be paid an additional sixty (.60) cents per hour while performing training activities. The selection of trainer(s) as well as the assignment and duration of the training period will be non-grievable management decisions.

ARTICLE 9
WORK SCHEDULE

Section 1. The regular schedule of work for all full-time Employees shall normally consist of five (5) days of seven (7) or eight (8) hours per day based upon the number of hours regularly worked in their classification in their department as of the effective date of this Agreement. Alternate work schedules consisting of either four (4) days of ten (10) hours per day or shifts that include twelve (12) hours per day may be established if mutually agreed between the Union and the University. Employees will normally be scheduled to receive two (2) days off in each calendar week. This section shall not be construed as and is not a guarantee of any hours of work per day or calendar week. When practicable and subject to changes as circumstances require,
regular work schedule will be posted at least two weeks in advance. The University will endeavor not to schedule a work shift that begins at a time that is more than two (2) hours earlier than the Employee’s work shift began on the previous day.

Section 2. The University will not normally schedule Employees to work more than seven (7) consecutive days.

Section 3. Non-paid lunch periods of not less than thirty (30) minutes shall be scheduled as to time and duration by the University. Lunch periods of less than thirty (30) minutes shall be paid. An Employee scheduled to work through two meal periods shall receive a thirty (30) minute unpaid lunch for each meal period.

Section 4. Employees shall be entitled to a rest period of fifteen (15) minutes for each three and one-half (3 1/2) to four (4) hours of work. Rest periods shall be assigned by the University and shall be taken at a time and place and in a manner which does not interfere with efficiency of the University. The rest period is intended to be a recess to be preceded and followed by a period of work. A rest period may not be used to cover late arrival, early departure or to extend a lunch period. A rest period may not be regarded as accumulative if not taken. Employees who work a full half shift shall be entitled to one such fifteen (15) minute rest period.

Section 5. Employees required to change clothes or pick up or return keys or equipment on University premises shall be afforded a reasonable amount of time for these duties.

Section 6. On call Employees required by the University to leave word as to where they may be reached while off University premises shall receive $12.50 for eight (8) through eleven (11) hours on call or $18.50 for twelve (12) through twenty-four (24) hours on call.

Section 7. Call Back. An Employee called back to work after he/she has left the premises shall receive the overtime pay as set forth in Article X (Overtime) for the time worked or a minimum of four (4) hours pay at his/her hourly rate, whichever amount is greater. This will not apply to Employees who are called in to begin work prior to the start of their shift.

Section 8. An Employee on call as provided in paragraph 6 above, who is called back to work as provided in paragraph 7 above shall receive either the on-call pay or the call-back pay, whichever is the greater, but not both.

Section 9. The University understands that weekend scheduling is an item of concern to Employees and will endeavor to schedule every other weekend off for full-time Employees who are not on such a schedule.
Section 10. The University will endeavor not to schedule a work shift that begins at a time that is more than two (2) hours earlier than the Employee’s work shift began on the previous day.

ARTICLE 10
OVERTIME

Section 1. Employees shall be paid one and one half (1 1/2) times their regular pay for authorized time worked in excess of forty hours (40) in a calendar week.

Section 2. Paid absences for legal holidays and scheduled vacation, jury duty, funeral leave and sick leave shall not be considered as time worked for the purpose of computing overtime.

Section 3. On call and/or call in payments shall be included in the calculation of overtime. Shift differential shall be included in the calculation of overtime.

Section 4. For the purpose of this Article, calendar week means seven (7) consecutive calendar days beginning on the appropriate day breaker of an employee’s position.

Section 5. Overtime shall be divided as equitably as practicable among all Employees in the same classification, and same department or subdivision of a department in the following manner: The overtime shall first be offered to Employees in the order of their seniority. In the event no Employee accepts the overtime, then the University may assign the overtime in the reverse order of seniority. The University need not call in an Employee to work rather than extend the shift of an Employee already at work.

ARTICLE 11
SHIFT DIFFERENTIAL

Section 1. Employees working on shifts which include four (4) or more hours of work between 6 p.m. and 11 p.m. or later will receive a shift differential of seventy-five (75) cents per hour worked. Employees working on shifts which include four (4) or more hours of work between 11 p.m. and 7 am. will receive a shift differential of one dollar ($1.00) per hour worked.

ARTICLE 12
HOLIDAYS

Section 1. Legal Holidays. Employees are entitled to the following legal holidays within each calendar year: New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
and Christmas Day. The Martin Luther King, Jr.'s Birthday holiday shall be observed on the third Monday of January (the Federal Holiday).

For those Employees who work a Monday through Friday week, a holiday which falls on Saturday is observed on the preceding Friday, and a holiday which falls on a Sunday, is observed on the following Monday. For those Employees who work some other standard workweek, the New Year's Holiday is January 1; the Independence Day Holiday is July 4; and the Christmas Holiday is December 25.

Section 2. The Friday after Thanksgiving shall be considered a designated "off-day" in departments which are closed on this day. Employees will be scheduled in accordance with University scheduling for a legal holiday. An Employee who is not required to work on this day shall have the option of using a vacation day for this day or receiving no pay for this day.

Section 3. When a holiday is observed on an Employee's normally scheduled day of work and he/she is not required to work, each full-time or part-time Employee eligible for holiday pay will receive one-fifth (1/5) of his/her standard weekly work hours multiplied by his/her regular pay.

Section 4. Employees required to work on a legal holiday shall receive their regular rate of pay for hours worked plus holiday premium pay. The University shall have the right to require any Employee to work on any of the holidays specified, however the University agrees to distribute holidays off on an equitable basis. A holiday allowance equal to excused hours off on a holiday multiplied by the regular pay shall be paid Employees who are required to work fewer than their normal hours on the holiday.

Section 5. If a legal holiday occurs during an Employee's vacation, he/she shall receive holiday pay and will not have the time off charged against his/her vacation.

Section 6. In order to be eligible for holiday pay an Employee must work his/her last scheduled work day prior to and his/her first scheduled work day following the holiday, unless his/her failure to work is excused because of personal illness or injury or other circumstances beyond the control of the Employee.

Section 7. When an Employee is absent from work due to an approved workers’ compensation or disability claim, workers’ compensation and disability pay supersedes holiday pay.
ARTICLE 13
VACATIONS

Section 1. Full-time and regular part-time Employees are eligible upon completion of one or more years of seniority for paid vacations as follows:

<table>
<thead>
<tr>
<th>Seniority</th>
<th>Days of Annual Vacation</th>
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<td>18 through 22 years</td>
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<tr>
<td>23 Years and Over</td>
<td>30</td>
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</tbody>
</table>

Vacation days accrue each pay period at the rate of one twenty-sixth (1/26) of the annual days shown above. Vacation does not accrue during periods covered by the Sick Leave Plan for Short-term Disability or Long-Term Disability Plan.

Hours of Vacation

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<thead>
<tr>
<th>Days of Annual Vacation</th>
<th>Hours of Vacation</th>
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<td>25 days</td>
<td>7.69 hours</td>
</tr>
<tr>
<td>27 days</td>
<td>8.31 hours</td>
</tr>
<tr>
<td>30 days</td>
<td>9.23 hours</td>
</tr>
</tbody>
</table>
Section 2. A “day” of vacation pay means 1/5 the Employee’s standard weekly work hours multiplied by his/her regular pay.

Section 3. An Employee with at least a year of seniority whose employment is terminated for any reason shall receive pay in lieu of accrued but unused vacation credit.

Section 4. An Employee who has six (6) months but less than one (1) year of seniority will be granted an advance of up to seven and one-half (7 ½) of the fifteen (15) days of vacation which would otherwise be available on completion of a year of seniority.

Section 5. At the end of the calendar year, an amount of earned but unused vacation credit not to exceed one (1) year’s annual accrual (as shown on the schedule in Section 1 above) will be carried forward to the next year. At the beginning of the first full pay period of each January, the maximum unused vacation credit which can be accumulated in an Employee’s bank is an amount equal to the Employee’s then current annual vacation entitlement. Additional vacation will continue to be earned on a bi-weekly basis throughout the year. Exceptions to the vacation accumulation maximum may be made by a department in cases of requested extended vacations. Exceptions to the vacation accumulation maximum may be made by a department to accommodate requested vacation times where employees use vacation to cover time off caused by scheduled shutdowns or other temporary curtailment of services. Exceptions will be granted providing that the additional amount of accrued vacation will be used within the time frame agreed upon.

Pay stubs will show accrued vacation in hours. This maximum accrual (cap) will be applied to the total accrual at the end of the calendar year. The maximum payment of unused vacation upon resignation or termination shall be equal to one year’s accrual.

Employees will be allowed sufficient time to use accumulated vacation, with no loss, when the maximum is exceeded because of a transfer to a position of fewer standard hours. Fractions of a vacation day may be used to cover an absence up to and including one half day or a full day. Exceptions will be granted providing that the additional amount of accrued vacation will be used within the time frame agreed upon.

Section 6. Scheduling: Vacation schedules will be established to meet the work requirements of the University while taking into account the wishes of the Employees. Where there is a conflict in choice of vacation time among Employees, seniority will prevail. In the event of a scheduled reduction of services which results in a shut down of any operation or portion of an operation of the University, Employees assigned to take vacation during that period will be provided notice of the vacation schedule when it is known, and
in any event not later than one month prior to the beginning of their vacation period. It is understood that the vacation assigned shall be of sufficient duration to provide a period of rest and relaxation.

Section 7. Where an Employee is scheduled to take a full week or more of vacation the University will endeavor to schedule the weekend immediately preceding and the weekend immediately following his/her vacation off.

Section 8. Pay for vacation time will be paid to the Employee on his/her regular payday.

ARTICLE 14
SICK LEAVE

Section 1. Employees shall, upon completion of probation, be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to the date of hire, up to a maximum of twelve (12) days during the first year of employment.

Section 2. On each Employee's seniority date anniversary during the term of this Agreement, twelve (12) additional sick days shall be added to the Employee's credit subject to a maximum accumulation of sixty (60) sick days.

Section 3. At no time will an Employee be entitled to accumulate more than sixty (60) working days of sick leave, including the days earned or to be earned in the current year of employment. Sick leave accrual shall be prorated for regular part-time Employees. When an Employee transfers to a position with a different number of hours, the Employee's accumulated sick leave shall be prorated up or down proportionate to the change in hours between the old and new position.

Section 4. Pay for any day of sick leave shall be at the Employee’s regular pay.

Section 5. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee’s inability to call, or unless a shorter notification time has been established in his/her department. The University may require proof of illness or injury so long as it is not arbitrary, discriminatory, or unreasonable.
Section 6. Employees who have been on sick leave may be required to be examined by the University's Health Service physician before being permitted to return to duty.

Section 7. Sick days shall be applied to working days off during the first seven (7) calendar days of absence caused by non-occupational or occupational disability, but shall not duplicate disability or Workers' Compensation benefits but may supplement them to yield regular pay. In the case of occupational disabilities which extend beyond fourteen (14) calendar days, sick days which have been applied to the first seven (7) calendar days of absence will be reinstated (to the extent duplicated by Workers' Compensation) to the sick days bank on the pay period following the University's determination not to controvert the Workers' Compensation claim. Otherwise, the University will reinstate such sick days at the time of the final award, if such an award is made. When the University reinstates sick days as a result of a Workers' Compensation award, the Employee shall be notified, including the effective date of the reinstatement and the number of sick days or partial sick days reinstated.

Section 8. If an Employee’s disability extends beyond seven (7) consecutive calendar days, or if disability benefits are applicable earlier, the University shall pay to the Employee to the extent of his/her entitlement and for each day during which the Employee collects disability benefits, one-third (1/3) of a day’s pay per day of absence to supplement disability benefits paid by the University (which amounts to two-thirds (2/3) of a day’s pay) to make a total of one (1) full day’s pay for each such day of disability, unless the Employee’s entitlement is five (5) days or less, when no one-third (1/3) day supplement will be paid. In the case of occupational disability of longer than seven (7) calendar days, one-third (1/3) of a day’s pay per day of absence shall be used to the extent of the Employee’s entitlement as per above, to supplement, but not duplicate Workers' Compensation benefits.

Section 9. The University shall pay disability benefits to Employees for absences caused by non-occupational illness or injury which extend beyond seven (7) calendar days (except in the case of disability due to non-work related accident where, in such cases, the University shall pay disability benefits from the first day of absence). The amount of the disability payment shall be equal to two-thirds (2/3) of the Employee’s gross pay based on his/her average weekly earnings during the eight (8) weeks immediately before the absence due to illness or injury. The University shall make disability payments to the Employee for the duration of the disability up to a maximum of twenty-six (26) weeks within a fifty-two (52) week period. Newly hired Employees in their first ninety (90) days of employment shall not be eligible for disability benefits as provided above, but shall be covered by disability benefits as required by applicable law. Employees transferring into the bargaining unit from elsewhere in the University or the Hospital who have
completed more than ninety (90) days of employment with the University or
the Hospital shall be immediately eligible for the two-thirds level of disability
benefits.

Section 10. The University shall pay Workers’ Compensation benefits to
Employees in accordance with applicable law.

Section 11. Upon expiration of health coverage benefits as provided by the
National Benefit Fund for Employees disabled as a result of an occupational
or non-occupational illness or injury, an Employee shall have the option of
participating in the University of Rochester’s basic health insurance program
for the duration of his/her disability. Such coverage will be offered on a cost-
sharing basis and contributions by the University shall be equal to that
provided for regular hourly employees not represented by a union. Such
coverage shall be subject to the Employee’s payments as billed for the
premium. At the end of an Employee’s disability, he/she will be notified of
his/her rights and obligations regarding continuation of coverage at hi/her
expense under the provisions of the Consolidated Omnibus Budget
Reconciliation Act (COBRA) if he/she is not returning to active employment
with the University.

Section 12. If sickness or injury recurs frequently or regularly so as to raise a
question about the Employee’s general health or there is an arbitrary failure to
follow accepted medical practice, the University may require the Employee to
see a physician and provide the University with a statement concerning
his/her health problem, the treatment required and what can be expected.

Section 13. Employees who are required by their supervisors to go to
University Health Service or Emergency Department for a health assessment
will not have to punch out. A form, documenting the time, will be provided to
the Employee by the supervisor when the Employee leaves the department.
This slip must also be dated and signed by an authorized individual in
University Health Service/Emergency Department and submitted to the
supervisor upon the Employee’s return to the department. If UHS/ED advises
that the Employee should not be working, the Employee must return to the
department to punch his/her timecard prior to leaving work. Provided this
procedure is followed the Employee’s absence from his/her department
during time spent at UHS/ED will not be charged against the Employee’s sick
leave credit but will be considered as time worked. UHS/ED health
assessments as required by the supervisor shall be provided at no cost to the
Employee but if the Employee accepts treatment in UHS/ED, that Employee
assumes financial responsibility for such treatment.

Section 14. An Employee who has suffered a work-related illness or injury
shall be provided a copy of the written report documenting the illness or
injury.
Section 15. If an Employee suffers an extended illness it shall be the responsibility of the Employee to keep his/her department informed of his/her status and expected date of return to work, unless failure to inform is due to circumstances beyond the control of the Employee. The Office of Human Resources shall notify the department when it receives an Employee’s verification of illness. If an Employee is unable to return to work on the expected date, he/she will notify his/her department, unless failure to notify is due to circumstances beyond the control of the Employee.

Section 16. An Employee may use sick days or partial sick days to cover time lost from work for visits to the doctor or dentist, provided such time is requested and approved in advance. Approval shall not be unreasonably denied. Employees shall request such time off a minimum of one (1) week in advance if known. Management shall promptly respond to such requests.

Section 17. An Employee who has been exposed to, or has developed, a non-disabling infection may be required to stay away from work to prevent possible spread of infection. Approval of such an absence to prevent contagion must be based on the decision of University Health Service, and only when suitable alternative work cannot be arranged. During such approved absence an Employee shall receive his/her regular pay for time lost, without use of accumulated sick day credit.

Section 18. Long Term Disability. Regular full-time Employees are eligible for Long-Term Disability Insurance upon completion of one (1) year of service with the University. The one (1) year service requirement is waived for Employees who apply for coverage within three (3) months after leaving another employer-sponsored group long-term disability plan which guaranteed income benefits for at least five (5) years during disability. Coverage under the Long-Term Disability Plan is subject to waiting periods for pre-existing conditions as outlined by the plan. Under the Long-Term Disability Plan, eligible Employees are covered for Limited Long Term Disability Insurance, which is based on salary up to $15,000 a year. Limited Long-Term Disability Insurance provides income protection for 60% (including family Social Security benefits or Workers Compensation payments or both) of covered annual salary up to $15,000, when an individual is totally disabled for more than six (6) months. Limited Long Term Disability Insurance is paid entirely by the University. In addition to the Limited Long Term Disability Insurance, Employees may sign up for Full Long-Term Disability Insurance through payroll deduction. Full Long-Term Disability Insurance provides income protection for sixty percent (60%) (including family Social Security benefits or Workers’ Compensation payments or both) of covered annual salary, when an individual is totally disabled for more than six (6) months. Members of the Plan who choose full coverage will be required to pay the premium through payroll deductions for covered annual salary above
$15,000. Part-time Employees are eligible for Long-Term Disability Insurance upon completion of one (1) year of service on a basis equivalent to other part-time employees of the University not represented by the Union.

ARTICLE 15
DEATH IN FAMILY ALLOWANCE

Three work days off with pay at his/her regular pay will be granted to an Employee who has completed his/her probationary period in the event of the death of his/her parent or guardian, brother or sister, son or daughter, including in-laws in each case; spouse, grandparent, grandchild, ward or any other relative of the Employee’s household at the time of death. An additional day of such leave will be granted for attendance at funerals taking place outside of New York State, but including metropolitan New York City. Such three or four days must be taken consecutively within a reasonable time of day of death or day of funeral (to allow travel to and from an out of town funeral) and may not be split or postponed.

ARTICLE 16
EMERGENCY DAYS

Department heads may grant Employees not more than a total of two (2) days off with full base pay in each anniversary year to pay for time lost when the University curtails services for snowstorms or other severe weather conditions and Employees are told not to report to work or instructed to leave work. The absence for emergency reasons, as described above, may be granted only when the University has announced a curtailment of services and the Employees’ supervisor, department head or another University official has instructed them not to report to work for that reason. This policy and any other policy regarding compensation for work or absence during snow storms or other severe weather conditions shall be applied uniformly between Employees and non-bargaining unit hourly employees within the department.

ARTICLE 17
JURY DUTY

All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror each work day while on jury duty, which shall not include “on call” jury time when Employees are able to be at work. Employees who are subpoenaed to appear in court will receive their regular pay less any witness fee or other reimbursement, except when the Employee is a primary party to the legal action or a prospective beneficiary of it. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the
department supervisor. The Human Resources Office of the University will be notified by the department and the University may request that the Employee be excused, if in the opinion of the University, the Employee’s services are essential at the time of proposed jury service.

Employees are encouraged to participate in jury duty whenever possible, however, to be eligible for the pay provisions of this Article, the notice reporting requirements will apply, unless due to circumstances beyond the Employee’s control.

**ARTICLE 18**
**MILITARY RESERVE TRAINING AND MILITARY RE-EMPLOYMENT RIGHTS**

Section 1. Military Reserve Training. Full-time and part-time Employees with at least six (6) months of seniority may receive up to three (3) weeks off (Employee’s standard weekly hours) per calendar year, without loss of accumulated vacation, when required to participate in short periods of military training. These provisions are in accordance with applicable law and University policy for regular hourly employees not represented by a union. Any change in such law or policy will apply to Employees in this bargaining unit at the same time and in the same manner.

Section 2. Military Re-employment Rights. Employees will be provided leaves of absence or reemployment rights as the case may be, in accordance with applicable law, for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof. Upon return of the Employee to the University under conditions prescribed by the law, it shall be the responsibility of the Employee to furnish documentation confirming dates of military service and the type of discharge. These provisions are in accordance with applicable law, and any change in such law will apply to these provisions.

**ARTICLE 19**
**UNPAID LEAVES OF ABSENCE**

Employees with two (2) or more years of seniority shall be eligible for unpaid leaves of absence in accordance with the following. Full-time Employees with one (1) or more years of service shall be eligible for unpaid leaves of absence for reasons of verified occupational or non-occupational disability which extend beyond six (6) months in accordance with the following.

Section 1. Union Business. Leaves of absence not to exceed one (1) year may be granted in order to permit an Employee to accept full time employment with the Union provided such leaves will not interfere with the operation of the University. Unit Officers, Chief Stewards and Stewards may
be granted leaves of absence to accept temporary Union assignments for not more than three (3) months, provided such leaves do not interfere with the operation of the University.

Section 2. Other Leaves. Other leaves of absence for up to a maximum of one (1) year will not be unreasonably denied by the University, provided the Employee gives reasonable assurance of return to active UR employment. Such leaves shall be for valid reasons such as personal illness, serious illness in the family, personal business, childcare, education, and community service. A leave may not be granted for the primary purpose of enabling the Employee to maintain employment elsewhere, except as provided in paragraph 1. A leave of absence under the Family Medical Leave Act will be granted provided all required conditions under the Act are met by the Employee. Specifically, an Employee may be eligible for a leave under the Family Medical Leave Act for such reasons as the birth, adoption or placement of a child; to care for a spouse, child or parent who has a serious health condition. For leaves that qualify under the Family Medical Leave Act, the Employee’s health benefit coverage will be continued for a period of up to twelve (12) weeks of leave, as required by the Act. Employees shall be covered by the University’s policy governing such leaves.

Section 3. General Conditions. All vacation accrual will be paid on the last payday prior to the effective date of the leave of absence, of more than thirty (30) days. While on a leave of absence Employees shall not be entitled to holiday pay or sick leave pay or accumulation of vacation credit, or tuition benefits (except for approved courses for which the Employee is currently attending class). However, tuition benefits for dependents shall not be interrupted while an Employee is on a leave of absence.

Section 4. Return from Leave. An Employee should provide notification, where possible, to his/her department of his/her intent to return from leave, at least two (2) weeks prior to expiration of leave. An Employee will not be permitted to return from a leave earlier than the return date established at the time the leave is granted unless a written request to shorten the leave is submitted at least two (2) weeks in advance of desired date of return and an early return will not interfere with University operations. A leave of absence granted for less than one (1) year may be extended, if requested at least two (2) weeks prior to expiration, and if it will not interfere with University operations, for up to a total absence of one (1) year. When an Employee returns from leave he/she shall be placed in his/her former classification, department, and base pay, based upon his/her seniority unless the University’s or the Employee’s circumstances have changed. In such a case he/she will be placed in a classification for which he/she has the ability to do the work. As a condition of return following a leave of absence, the University may require the Employee to receive approval of the University Health Service.
Section 5. An Employee with one or more years of seniority who transfers to a part-time position in order to attend school, for a period not to exceed one (1) year, shall have the same return rights to his/her former classification as an Employee on a leave of absence, provided that the Employee requests these return rights prior to transferring and the University approves the request. These return rights will not be unreasonably denied by the University.

Section 6. Frequency of leaves. An Employee who takes a leave of absence of more than thirty (30) days (excluding short term absences without pay per paragraph 7 below) must complete two (2) years of continuous active University service before he/she will be eligible to be granted another leave of absence. Exceptions to the requirement for two (2) years of service between leaves will not be unreasonably denied in cases of requests for leaves of absence due to verified occupational or non-occupational disability which extend beyond six (6) months, serious family illness, or Union business.

Section 7. Short-term absence without pay. An Employee who has completed the probationary period may be granted a short term absence without pay, for a period not to exceed thirty (30) work days, provided it does not interfere with University operations. Such short term absence shall be for valid reasons such as family illness or urgent personal business. In cases of short term leaves of absence that are requested under the Family Medical Leave Act, vacation accrual will be paid out during such short term leaves on the regular pay period cycles until exhausted.

ARTICLE 20
SEVERANCE PAY

Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off shall receive severance pay at the rate of one (1) week’s pay for each year of bargaining unit seniority, prorated, up to a maximum of four (4) week’s pay, at his/her regular pay in effect at the time of such permanent layoff. Acceptance of severance pay prior to the termination which results from a layoff which exceeds six (6) months, will result in termination of recall rights and employment.

ARTICLE 21
MISCELLANEOUS

Section 1. Food service Employees who have been given meals free of charge shall continue to receive meals free of charge.

Section 2. General services such as shuttle buses, direct bank deposit of paychecks and access to the libraries and gymnasiums, Employee
Assistance Program, credit union, flexible spending account, and the like that continue to be available to other employees at the University shall continue to be made available to Employees in the unit.

**Section 3.** Parking will be provided at rates established by the University.

**Section 4.** The University periodically reviews the question of whether or not operations customarily performed by University employees should be performed on University premises by sources outside the University. The University shall inform the Union when it conducts such reviews. Upon request the University and the Union will meet and discuss issues relevant to such a review, but the University retains the right to subcontract, in its sole discretion, after discussions with the Union. In the event a decision is made to have such work performed by sources outside the University, and bargaining unit Employees with seniority are affected by such a decision, they will not be laid off, but will be transferred to vacancies and/or new positions in accordance with their bargaining unit seniority or offered a transfer to employment in the Hospital service employees’ bargaining unit. Any Employee who is transferred as a result of such decision to subcontract shall not have a reduction in (1) basic hourly rate of pay excluding differentials and premiums, (2) regularly scheduled straight time hours of work or (3) their benefits specifically provided in this Agreement. An Employee affected by such transfer may be returned by the University to his/her previous pay grade with or without intermediate steps with priority over any other Employee. It being the intent that no Employee shall suffer any loss in employment, wages and benefits as result of sub-contracting.

**Section 5.** Paychecks for Employees whose shifts end at 7:00 p.m. or later on Thursday will normally be available, for pickup, by the end of their shift provided paychecks are received in time to allow for sorting and provided their supervisor is available to distribute checks at that time. Paychecks will also be distributed in the same manner for Employees who are scheduled off on Friday provided the Employee requests early receipt of his/her paycheck, in advance of his/her scheduled day off, within the time limits prescribed by the department.

**Section 6.** The Union will be provided a copy of revised job descriptions.

**Section 7.** When suitable meeting rooms are available at the times requested, and there is no conflict with University or Hospital activity, the University will designate and schedule meeting rooms for the Union for such meetings as regular unit membership meetings and Stewards’ meetings when requested in writing not less than one (1) week in advance and approved by the University.
**Section 8.** The University will provide full-time benefits for part-time Employees who are assigned to work a full schedule for no less than a period of four (4) consecutive months.

**ARTICLE 22**
TUITION BENEFITS AND TRAINING FUND

**Section 1.** Employees will be eligible for tuition benefits through the 1199 SEIU/League Training and Upgrading Fund and will not be eligible to receive tuition benefits through the University’s tuition benefits plan for themselves.

**Section 2.** For the purposes of eligibility for benefits through the 1199 SEIU/League Training and Upgrading Fund, a regular part-time Employees is defined in accordance with the Fund’s summary plan description.

**Section 3.** Regular full-time Employees with five (5) years or more of seniority and regular part-time Employees with six (6) years or more of seniority shall be eligible for his/her dependent children to receive tuition waivers for up to four (4) years of full-time or equivalent part-time undergraduate study at the University of Rochester in accordance with the University’s tuition benefits plan.

**Section 4.** Regular full-time Employees with two (2) years or more of seniority and regular part-time Employees with three (3) years or more of seniority shall be eligible for his/her spouse to receive a tuition waiver for courses at the University of Rochester in accordance with the University’s tuition benefits plan.

**Section 5.** Regular full-time Employees with one (1) year or more of seniority and regular part-time Employees with two (2) years or more of seniority shall be eligible, along with his/her spouse and dependent children, to receive a 25% reduction in charges for musical instruction through the Eastman School of Music Community Education Division.

**Section 6.** Any change in the University’s tuition benefits plan for regular hourly employees not represented by a union will apply to Employees in this bargaining unit at the same time and in the same manner, as such changes relate to spouses, dependents, and musical instruction referred to in paragraphs 3, 4, and 5 above, and for retirees.

**Section 7. Training Fund.**

a. The University and the Union shall work together to support education and training programs for eligible Employees covered
by this Agreement through the 1199 SEIU/League Training and Upgrading Fund.

b. The University shall contribute monthly to the 1199 SEIU/League Training and Upgrading Fund an amount equal to one-half of one percent (.5%) of the gross payroll of the University's bargaining unit Employees for the preceding month exclusive of amounts earned by the Employees during their probationary period at the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month's payroll.

c. Contributions so received shall be used to design, develop, implement, and evaluate training and education programs as the Trustees of the 1199 SEIU/League Training and Upgrading Fund may from time to time determine.

d. The 1199 SEIU/League Training and Upgrading Fund shall be administered by a Board of Trustees composed of an equal number of union and employer trustees.

e. The Trustees of the 1199 SEIU/League Training and Upgrading Fund will work to secure grant funding from public and private sources to supplement the funds provided through this collective bargaining agreement.

f. Together with the periodic payments herein provided, the University shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the 1199 SEIU/League Training and Upgrading Fund.

g. The University agrees to make available to the 1199 SEIU/League Training and Upgrading Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE 23
BENEFIT FUND

Section 1. The University shall contribute to the 1199 SEIU National Benefit Fund for Health and Human Service Employees monthly, a sum equal to
twenty-five and seven tenths percent (25.7%) of Employees’ gross payroll. This gross payroll will exclude Employees in their first sixty (60) days of employment. Such contributions shall be used by the Trustees of the Fund for the purpose of providing the Employees with social benefits, i.e. death benefits, hospital and medical benefits, and a dental and prescription program of benefits as the Trustees of the Fund may from time to time determine. The current level of benefits provided to Employees will not be enhanced or modified during the term of the Agreement unless mutually agreed upon by the Union and the University. The University and Union further agree to establish an Executive Level Joint Committee to meet during the term of the Agreement to develop and implement, by mutual agreement, cost containment strategies and program modification.

Section 2. Such payments by the University shall be made monthly based upon the previous month’s payroll.

Section 3. The National Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

Section 4. An independent audit of the National Benefit Fund shall be made annually and a statement of the results thereof shall be furnished to the University two (2) months prior to the end of each contract year.

Section 5. Together with the periodic payments herein provided, the University shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 6. The University agrees to make available to the National Benefit Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE 24
RETIREMENT

Section 1. An Employee shall be eligible to make a voluntary contribution to the University’s retirement plan immediately upon appointment. Effective with
the first pay period following an Employee’s attainment of two (2) years of seniority, the University will contribute to the University’s retirement plan a sum equal to 6.2% of an eligible Employee’s gross wages of up to $46,693 in a calendar year (including Employees on non-occupational disability), and a sum equal to 10.5% of an eligible Employee’s gross wages above $46,693 in a calendar year up to limits set by the Internal Revenue Service. Employees who have annuity credit in the University of Rochester MVA plan will not forfeit its value. This dollar limit will be indexed each year according to changes in University policy. It is the intent of the parties that no Employee’s accrued retirement benefits shall be forfeited.

Section 2. Any change in these programs for regular hourly employees not represented by a union will apply to Employees in this bargaining unit at the same time and in the same manner.

Section 3. Health insurance coverage for retired Employees will be offered through University medical care plans (supplemental to Medicare), or other available alternative plans offered by the University. Such coverage will be offered on a cost sharing basis, and contributions by the University shall be equal to that provided for regular hourly employees not represented by a union. Such coverage shall be subject to the Employee’s payments as billed for the premium. If the health insurance program ceases for other regular hourly employees during the term of this Agreement, existing benefits shall continue for current and future Employee retirees for the duration of this Agreement.

ARTICLE 25
UNIFORMS

Section 1. The University shall provide any uniforms which it requires the Employees to wear. A female Employee required to wear a uniform shall be able to choose between dress type or pantsuit type uniforms as provided by the University.

Section 2. All Dining Services employees will be required to wear safety shoes. The University will select a vendor and a selection of shoes. A committee of Employees will assist the University in selecting styles of shoes to be worn. The vendor will allow shoes to be tried on before purchased. The University will pay up to $100 toward the cost of safety shoes for the Employees who are required to wear them. The University will make a safety shoe payment more frequently than once a year in cases where an Employee’s safety shoes have become overly worn, unsafe or unusably damaged in the course of work.
ARTICLE 26
MANAGEMENT RIGHTS

Section 1. Except as in this Agreement otherwise provided, the University retains the exclusive right to hire, direct and schedule the working force; to plan, direct, and to control operations; to discontinue, or reorganize or combine any Division or Department of operations with any consequent reduction or other changes in the working force; to hire and layoff Employees; to promulgate rule and regulations, to introduce new or improved methods of facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

Section 2. Upon request of the Union, the University will provide pertinent time study information as required by the statutory provisions of the National Labor Relations Act with regard to Employees so affected.

ARTICLE 27
RESIGNATION

Section 1. An Employee who resigns shall give the University two (2) weeks’ advance notice.

Section 2. An Employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, unless the Employee is unable to give such notice due to circumstances beyond his/her control.

ARTICLE 28
DISCIPLINE

Section 1. The University shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2. Except for Employees terminated under Article VI (Probationary Employees), the University will notify the Union in writing of any discharge or suspension within two (2) working days from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the University within the time limits specified in Step 2 of the Grievance Procedure. In such an event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.
Section 3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays designated as legal holidays in Article XII (Holidays).

Section 4. When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Steward shall be notified by the University, and, without loss of pay, will normally be afforded the opportunity to consult with the Employee for a reasonable period of time at a place provided by the University before the Employee leaves the premises.

Section 5. Disciplinary warning letters shall be removed from an Employee’s personnel file if no similar infraction occurs in the twelve (12) months following the warning.

Section 6. An Employee has the right, upon request, to have a Union Steward present at any meeting that may involve a disciplinary action against the Employee, unless the meeting is for the sole purpose of notifying the Employee of a disciplinary action.

Section 7. An Employee may request that the record of a disciplinary suspension be removed from his/her personnel record after two (2) years following the suspension. Such a request shall be made to Labor Relations and will be handled by its staff. Only disciplinary suspensions that are two (2) years or older will be considered for removal through this process. The Employee will be notified of Labor Relations decision. If the request is denied, Labor Relations will give the Employee an explanation of the reason for the denial in writing. If the Employee disagrees with the decision, he/she may appeal to the Manager of Labor Relations. If, after such appeal is completed, the Employee remains dissatisfied, the matter may be referred to the Federal Mediation and Conciliation Service (FMCS) for mediation.

ARTICLE 29
NO STRIKE OR LOCKOUT

Section 1. No Employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the University.

Section 2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the University, or ratify, condone or lend support to any such conduct or action.
Section 3. In addition to any other Union liability; University remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the University occur, the Union, within twenty-four (24) hours of a request by the University shall:

(a) Publicly disavow such action by the Employees.
(b) Advise the University in writing that such action by Employees has not been called or sanctioned by the Union.
(c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
(d) Post notices at Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 4. The University agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE 30
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or complaint arising between the parties concerning the interpretation, application, or any alleged breach of a provision of this Agreement and this shall be the exclusive procedure to resolve such disputes or complaints by either party as follows:

Step 1. An Employee having a grievance should promptly notify his/her immediate supervisor. Upon this notification, the supervisor will arrange a 1st step meeting to be held within a reasonable period of time. Before the 1st step meeting, the Employee’s Union Steward shall have the opportunity to discuss the grievance with the Employee. The Steward shall also advise his/her supervisor of a request for the investigation of grievance, and if necessary, make arrangements with the appropriate supervisor in order to meet with the Employee on the Steward’s and/or Employee’s work time. The Steward will report back to his/her supervisor when his/her part in the investigation has been completed.

If the Employee wishes he/she may have his/her Union Steward assist him/her in the oral presentation to his/her supervisor. In any event, the Steward or representative shall be notified of each grievance so initiated. The University shall give its answer to the Employee within three (3) working days after the presentation of the grievance in Step 1.
Step 2. If the Employee does not receive a satisfactory oral answer or if he/she does not receive any answer within three (3) working days, the grievance may be reduced to writing and submitted within fifteen (15) working days from the time the cause of the grievance first arose or the Union knew or reasonably should have known (except as provided in Article XXVIII Discipline). When a grievance is reduced to writing it shall be dated, signed by both the grievant and the Employee’s Union Steward or representative and it shall state the facts, including dates and the remedy desired. Upon receipt of the written grievance, his/her department head or his/her designee shall set a time for meeting the Employee, his/her Union Steward and/or representative within the next three (3) work days. Before the meeting the Steward and/or representative shall have the opportunity to discuss the grievance with the Employee and other Employees, one at a time, in possession of facts relevant to the grievance. The discussion shall be held at a place provided by the University and for a reasonable period of time.

Step 3. If the Employee does not receive a satisfactory written answer, or if he/she does not receive a written answer within five (5) work days following the meeting at Step 2, the grievance may be presented in writing to the administrator of the University or his/her designee provided it is submitted within five (5) work days after receipt of an unsatisfactory answer at Step 2. In addition to the facts including dates and the remedy desired, the grievance will state the provisions of the Agreement that are alleged to have been violated. It being understood that the citing of certain provisions of the Agreement shall in no way waive or prejudice the right of the Union to introduce new or different provisions in an arbitration proceeding. The University representative will meet with the grievant, his/her Steward and a Union representative within the next five (5) work days of receipt of the grievance.

Grievance meetings will not be rescheduled more than once because of the grievant’s failure to appear for the grievance meeting.

Before the meeting the Union representative shall have the opportunity to discuss the grievance with the Employee and other Employees one at a time in possession of facts relevant to the grievance. The discussion shall be held at a place provided by the University and for a reasonable period of time. The University shall render a decision in writing within ten (10) workdays after the meeting.

Section 2. It is understood that the same investigation procedures that are provided for in Step 1 will also apply when a grievance is initiated at Step 2 or Step 3.
Section 3. The Step 2 written answer shall be given to the Employee grievant and a copy shall be given to the Steward, Chief Steward, Unit Officer and/or the representative representing the Employee. The Step 3 written answer shall be given to the Employee grievant and copies shall be sent to the Union and to the Steward, Chief Steward and/or Unit Officer representing the Employee. In the event that more than one Steward is involved in the grievance, copies of written answers shall be sent to each of them.

Section 4. Failure on the part of the University to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 5. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified for submission in Step 2.

Section 6. Without waiving its statutory rights, a grievance on behalf of the University may be presented initially at Step 3 by notice in writing addressed to the Union as specified in Article 34 (Notice to Parties) within the time limits specified for submission in Step 2.

Section 7. All time limits herein specified (as well as in Article 31 Arbitration) shall be deemed to be exclusive of Saturdays, Sundays and legal holidays set forth in Article 12 (Holidays).

Section 8. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 9. A grievance which affects a substantial number of Employees or Employees working for various supervisors, or a grievance involving a requested or actual promotion, demotion or lateral transfer of an Employee to another department may be presented in writing at Step 3 by the Union Representative on behalf of all named Employees within the time limit specified for submission in Step 2.

A grievance which affects a substantial number of Employees within one department or Employees working for various supervisors within one department may be presented initially in writing at Step 2 to the department head or his/her designee. The department head shall render a decision in writing within ten (10) workdays after the Step 2 meeting.

Section 10. An Employee who loses time from his/her assigned schedule of work in the manner provided for in this Article shall do so without loss of time or pay.
ARTICLE 31
ARBITRATION

Section 1. A grievance, as defined in Article 30 (Grievance Procedure) which has not been resolved there under may be referred for arbitration by the University or the Union, provided a letter of intent to arbitrate is submitted to the other party within fifteen (15) working days after completion of Step 3 of the grievance procedure.

In addition, the request for arbitration must be submitted in writing in accordance with the procedures of the American Arbitration Association and received by the other party within twenty-five (25) working days after the receipt of the written answer at Step 3 of the grievance procedure. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2. The fees and expenses of the American Arbitration Association, the place of the arbitration hearing, and the fees and expenses of the arbitrator shall be borne equally by the parties.

Section 3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the University, the Union, and the Employees.

Section 4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article 30 (Grievance Procedure) and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

Section 5. An Employee who loses time from his/her assigned schedule of work in the manner provided for in this Article shall do so without loss of time or pay.

ARTICLE 32
EFFECT OF LEGISLATION-SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.
ARTICLE 33
NEW OR CHANGED JOB CLASSIFICATIONS

Section 1. In the event a new classification is established or an existing classification is substantially changed, the University shall assign it to an existing pay grade in the wage schedule on the basis of the relative value of the elements of the new or changed classifications in comparison with the elements of existing classifications which have a job content sufficiently similar or dissimilar in nature to provide a practical comparison.

Section 2. The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in paragraph 1.

The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify that classification.

Upon receipt of the University’s description, a Union committee of not more than three members all be given an opportunity to meet with University representatives, if the Union wants to meet, to discuss the new or changed classification and the assignment to a pay grade.

If there is a disagreement with the assignment to a pay grade, a grievance concerning compliance with paragraph 1 of this Article may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step 3 of the Grievance Procedure within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the University.

Section 3. Classification titles deleted from Appendices A and B of previous agreements because they were not in use will be restored to the former pay grade if an Employee is assigned the full range of duties characteristic of the former classification.

ARTICLE 34
NOTICE TO PARTIES

Section 1. The Union agrees that any notice or written answer to a grievance required by this Agreement may be made by serving on the person or by certified mail, return receipt requested addressed to:

Local 200
Service Employees International Union
Building 5, Door H
1150 University Avenue
Rochester, NY 14607
Section 2. The University agrees that any notice or written grievance or answer to a grievance required by this Agreement may be made by serving on the person or by certified mail, return receipt requested addressed to:

Director of Human Resources  
University of Rochester  
P. O. Box 636  
260 Crittenden Blvd.  
Rochester, New York 14642

ARTICLE 35  
HEALTH AND SAFETY

Section 1. The University shall furnish each Employee a safe and healthful workplace, including needed safety devices and safeguards, which is free from recognized hazards. The need for such safety devices and safeguards shall be determined and specified by the Chief Safety Officer of the University in compliance with applicable law. It shall be an obligation of each Employee to use these devices and safeguards as instructed.

Section 2. The University shall inform Employees coming in contact with known hazardous conditions or toxic substances in the course of performing assigned duties as to the nature of the hazard and what measures, including personal protective equipment, are to be followed to avoid exposure. “Hazardous” or “toxic” shall be as determined by the Chief Safety Officer in accordance with applicable law.

Section 3. The University shall provide such medical services and tests as may be needed for assessment of possible exposure to hazards and toxic substances at no cost to the Employee. The University agrees to provide each Employee’s physician, upon written request by the physician, a complete report of the results of any tests or examination given to him/her.

Section 4. Recommendations from Employees will be taken into consideration in the formulation and administration of University Health and Safety policies and procedures.

Section 5. The University and its Employees recognize and understand the importance of working together to utilize safe work habits and to promote safe conditions and safety consciousness by all staff.

Section 6. A Unit Officer, Chief Steward, Steward or Employee shall be granted non-paid release time in order to accompany government and/or University officials on a health and safety inspection.
Section 7. The appropriate Unit Officer, Chief Steward or Steward will be notified by the University of planned occupational health and safety inspections by federal, state and regional occupational/health and safety agencies of areas or conditions that may affect Employees. An Employee who loses time from his/her assigned schedule of work when requested by the University to accompany government and/or University officials on a health and safety inspection shall do so without loss of time or pay.

Section 8. The University shall furnish the Union with a report on formal Employee health and safety training every six (6) months. The report shall list the title of each formal health and safety program given for Employees, as well as a brief description of its content; the time and date of the program, if possible, and the type of Employees the program is intended for.

ARTICLE 36
CHILD CARE FUND

Section 1. The University and the Union will form a task force to develop mutually agreeable childcare programs.

Section 2. Effective January 1, 2008, the University shall contribute monthly to the 1199 SEIU/Employer Child Care Fund as amount equal to one-half of one percent (.5%) of the gross payroll of the University’s bargaining unit Employees for the preceding month exclusive of amounts earned by the employees during their probationary period at the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month’s payroll.

Section 3. Contributions so received shall be used to design, develop, implement, and evaluate childcare programs as the Trustees of the 1199 SEIU/Employer Child Care Fund may from time to time determine.

Section 4. The 1199 SEIU/Employer Child Care Fund shall be administered by a Board of Trustees composed of an equal number of union and employer trustees.

Section 5. The Trustees of the 1199 SEIU/Employer Child Care Fund will work to secure grant funding from public and private sources to supplement the funds provided through this collective bargaining agreement.

Section 6. Together with the periodic payments herein provided, the University shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the 1199 SEIU/Employer Child Care Fund.
Section 7. The University agrees to make available to the 1199 SEIU/Employer Child Care Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE 37
EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall be in full force and effect for the period commencing September 30, 2007 and ending September 25, 2010.

Section 2. The University and the Union agree jointly to enter into discussions relative to a renewal of this Agreement, no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS THEREOF, the University and the Union have executed this Agreement on this third day of November 2005.

For SEIU Local 200 United

Jerry Dennis, Date
President

Charles J. Murphy, Date
Associate VP for Human Resources and Chief Negotiator

For University of Rochester
Negotiations Committee Member’s

For University of Rochester

Jeff Foster
Josh Lehman
Barry McHugh
Charles J. Murphy, Chief Negotiator
Fay Norton
Cameron Schauf

For SEIU Local 200 United

Pieare Anderson
Wendell Broadhurst
Daryl Burke
Viella Burt
Roxanne Brumfield
Carlas Merritt
LaTasha Grayson-Shaw
Bruce Popper, Chief Negotiator
Annette Thomas
Lee Thomas
Will Wordlaw
## APPENDIX A
### JOB CLASSIFICATIONS
(Alphabetic Order)

<table>
<thead>
<tr>
<th>Title</th>
<th>PC</th>
<th>PG</th>
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<tr>
<td>Bartender Faculty Club</td>
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<td>Bus Driver</td>
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<td>Catering Service Assistant</td>
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<tr>
<td>Cook Helper</td>
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<td>Dishwasher Faculty Club</td>
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<tr>
<td>Driver</td>
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<td>25</td>
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<td>Food Service Worker</td>
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<td>Incinerator Operator</td>
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<td>Porter</td>
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<td>Truck Driver</td>
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</tr>
<tr>
<td>Waiter/Waitress</td>
<td>837</td>
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Note: Classification titles deleted from the Agreement because they were vacant at the execution date of this Agreement will be restored to their previous pay grade if an Employee is assigned work characteristic of the former classification.
APPENDIX B
JOB CLASSIFICATIONS
(PAY GRADE ORDER)

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<td>Cook-Faculty Club</td>
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</table>

Note: Classification titles deleted from the Agreement because they were vacant at the execution date of this Agreement will be restored to their previous pay grade if an Employee is assigned work characteristic of the former classification.
Section 1. Effective September 30, 2007, the Wage Schedule 1(a) shall be as follows for employees with Seniority dates before April 3, 2005:

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</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twelve (12) months for Employees with eighteen (18) years of seniority or greater.

Section 2. Effective September 30, 2007, all Employees hired before April 30, 2005 whose hourly rates of pay are below those indicated on Wage Schedule 1(a) above, shall have their hourly rates of pay increased to the appropriate Start Rate, Step 1 Rate, 1 Year Job Rate, 2 Year Step Rate, or 18 Year Step Rate.

Section 3. Effective September 30, 2007, the Wage Schedule 1(b) shall be as follows for Employees with seniority dates on or after April 3, 2005:
For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the 18 Year Rate shall be achieved after twelve (12) months in classification for Employees with eighteen (18) years of seniority or greater.

Section 4. All Employees hired on or after April 3, 2005 shall be paid in accordance with Wage Schedule 1(b) above.

<table>
<thead>
<tr>
<th>PAY GRADE</th>
<th>START RATE</th>
<th>STEP 1 RATE</th>
<th>1 YR RATE</th>
<th>2 YR RATE</th>
<th>5 YR RATE</th>
<th>9 YR RATE</th>
<th>18 YR RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
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<td>12.92</td>
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### WAGE SCHEDULE II

**Section 1.** Effective September 28, 2008, the Wage Schedule 2(a) shall be as follows for Employees with seniority dates before April 3, 2005:

<table>
<thead>
<tr>
<th>GRADE</th>
<th>PAY RATE</th>
<th>START RATE</th>
<th>STEP 1 RATE</th>
<th>1 YEAR RATE</th>
<th>2 YEAR RATE</th>
<th>18 YEAR RATE</th>
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<tbody>
<tr>
<td>23</td>
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<td>13.16</td>
<td>13.52</td>
<td></td>
</tr>
<tr>
<td>24/25</td>
<td>9.83</td>
<td>11.00</td>
<td>12.16</td>
<td>13.43</td>
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<td></td>
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<td>12.39</td>
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</tr>
<tr>
<td>26</td>
<td>10.54</td>
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<td>12.84</td>
<td>14.17</td>
<td>14.58</td>
<td></td>
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<tr>
<td>27</td>
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<td>12.17</td>
<td>13.38</td>
<td>14.74</td>
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<tr>
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<tr>
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<td>15.85</td>
<td>16.33</td>
<td></td>
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<tr>
<td>30</td>
<td>12.48</td>
<td>13.68</td>
<td>14.84</td>
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<td>16.82</td>
<td></td>
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<td>15.45</td>
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<td>13.53</td>
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<td>15.99</td>
<td>17.62</td>
<td>18.17</td>
<td></td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twelve (12) months for Employees with eighteen (18) years of seniority or greater.

**Section 2.** Effective September 28, 2008, all Employees hired before April 30, 2005 whose hourly rates of pay are below those indicated on Wage Schedule 2(a) above, shall have their hourly rates of pay increased to the appropriate Start Rate, Step 1 Rate, 1 Year Job Rate, 2 Year Step Rate, or 18 Year Step Rate.

**Section 3.** Effective September 28, 2008, the Wage Schedule 2(b) shall be as follows for Employees with seniority dates on or after April 3, 2005:

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the
Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the 18 Year Rate shall be achieved after twelve (12) months in classification for Employees with eighteen (18) years of seniority or greater.

Section 4. All Employees hired on or after April 3, 2005 shall be paid in accordance with Wage Schedule 2(b) above.

<table>
<thead>
<tr>
<th>PAY GRADE</th>
<th>START RATE</th>
<th>STEP 1 RATE</th>
<th>1 YR. RATE</th>
<th>2 YR. RATE</th>
<th>5 YR. RATE</th>
<th>9 YR. RATE</th>
<th>18 YR. RATE</th>
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<tbody>
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</table>
WAGE SCHEDULE III

Section 1. Effective September 27, 2009, the Wage Schedule 3(a) shall be as follows for Employees with seniority dates before April 3, 2005.

<table>
<thead>
<tr>
<th>PAY GRADE</th>
<th>PAY RATE</th>
<th>START STEP 1</th>
<th>1 YR RATE</th>
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</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twelve (12) months for employees with eighteen (18) years of seniority or greater.

Section 2. Effective September 27, 2009, all Employees hired before April 30, 2005 whose hourly rates of pay are below those indicated on Wage Schedule 2(a) above, shall have their hourly rates of pay increased to the appropriate Start Rate, Step 1, Rate 1 Year Job Rate, 2 Year Step Rate, or 18 Year Step Rate.

Section 3. Effective September 27, 2009, the Wage Schedule 3(b) shall be as follows for Employees with seniority dates on or after April 3, 2005:
<table>
<thead>
<tr>
<th>PAY GRADE</th>
<th>PAY START RATE</th>
<th>STEP 1 RATE</th>
<th>1 YR RATE</th>
<th>2 YR RATE</th>
<th>5 YR RATE</th>
<th>9 YR RATE</th>
<th>18 YR RATE</th>
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<td>18.06</td>
</tr>
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<td>13.57</td>
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<td>14.84</td>
<td>16.29</td>
<td>17.67</td>
<td>18.15</td>
<td>18.72</td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Rate shall be achieved after twelve (12) months in classification for employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the 18 Year Rate shall be achieved after twelve (12) months in classification for employees with eighteen (18) years of seniority or greater.

**Section 4.** All Employees hired on or after April 3, 2005 shall be paid in accordance with Wage Schedule 3(b) above.
APPENDIX D
LIST OF DEPARTMENTS

Transportation Services **
Mail and Courier Services**
Student Activities
Rush Rhees Library (University Library)
River Campus Facilities Maintenance** ESM Facilities
Business Office (ESM)
Anthony Residence Halls**
Quad Residence Halls**
Towers/Hill Court Residence Halls**
Biology
Clinical Research Center
Vivarium
E.G. Miner Library (Medical Library)
Memorial Art Gallery
Psychology (Mt. Hope Family Center)
William E. Simon Graduate School of Business Administration
Pathology and Laboratory Medicine
Faculty Club*
ESM Dining Center*
Douglass Dining Center*
Danforth Dining Center*
Dining Services-Wilson Commons*
* Dining Services
** University Facilities and Services
# APPENDIX E

## BULLETIN BOARD LOCATIONS

<table>
<thead>
<tr>
<th>Department</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastman School of Music</td>
<td>Hallway near Women’s Locker Room</td>
</tr>
<tr>
<td>Mail &amp; Courier Services</td>
<td>1510 Mt. Hope Avenue</td>
</tr>
<tr>
<td>RC Facilities</td>
<td>Key Room near Library Loading Dock</td>
</tr>
<tr>
<td></td>
<td>Break Room, Ground Floor, Advancement and Alumni Center</td>
</tr>
<tr>
<td>RC Residential Life</td>
<td>Towers Employee Lounge</td>
</tr>
<tr>
<td></td>
<td>Anthony Hall Basement near Room 81</td>
</tr>
<tr>
<td></td>
<td>Hill Court Basement (Gale)</td>
</tr>
<tr>
<td></td>
<td>Fairchild Hall Room 013</td>
</tr>
<tr>
<td></td>
<td>Quad Employee Break Room, Basement of Hoeing</td>
</tr>
<tr>
<td>Rush Rhees Library</td>
<td>Library Stacks-Level 100</td>
</tr>
<tr>
<td>Dining Services</td>
<td>Douglass-Hallway near Employee Locker Room</td>
</tr>
<tr>
<td>Danforth</td>
<td>Lower Hallway near Kitchen</td>
</tr>
<tr>
<td>ESM Dining Center</td>
<td>Kitchen</td>
</tr>
<tr>
<td>Cash Operations</td>
<td>Hallway near Kitchen</td>
</tr>
<tr>
<td>Faculty Club</td>
<td>Hallway near Faculty Club Office</td>
</tr>
<tr>
<td>Transportation</td>
<td>Outside Office-612 Wilson Blvd.</td>
</tr>
<tr>
<td>Vivarium</td>
<td>M&amp;D in front of G-6726</td>
</tr>
</tbody>
</table>
APPENDIX “F”

DUES CHECK-OFF AUTHORIZATION FORM
SEIU Local 200United DUES DEDUCTION AUTHORIZATION

I, the undersigned, hereby make application for membership into the SEIU, Local 200United, and when accepted into membership, do hereby agree to abide by its Constitution and By-Laws, and herewith designate SEIU, Local 200United, and its duly authorize Representatives as my sole collective bargaining agent.

I further authorize my Employer to deduct from my earnings all dues, initiation fees and assessments for which I am obligated or shall become obligated by virtue of my membership in said Union, and to pay the same to Local 200 United through the Secretary-Treasurer or any duly authorized Representative of said Local Union.

This assignment authorization and direction shall be irrevocable for the period of one year, and I agree and direct that this authorization and direction shall be automatically renewed, irrevocable for successive periods of one year unless written notice of its revocation is given by me to my Employer and said Local Union by registered mail, return receipt requested, thirty (30) days prior to the expiration of each term of one year. This authorization is irrevocable, otherwise, and shall continue even if I should resign my membership in the Union.

Please Print

______________________________________________________________

Last Name                                    First Name                                              M.I.

Signature of Member:

______________________________________________________________

Address                City                State                Zip Code

Telephone Number
(____)________________________

Social Security #:_______________  Date of Birth:____________

Employer:________________________  Date of Hire:___________

Beneficiary:________________________
APPENDIX “G”

POLITICAL ACTION CHECK OFF AUTHORIZATION FORM
SEIU Local 200United Political Action Fund
VOLUNTARY POLITICAL ACTION FUND CHECK-OFF AUTHORIZATION FORM

I authorize my local union to file this payroll deduction with my employer and for my employer to forward the amount specified to SEIU Local 200United for SEIU COPE.

I understand that:

1) I am not required to sign this form or make SEIU COPE contributions as a condition of my employment by my employer or membership in the union;
2) I may refuse to contribute without any reprisal;
3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE;
4) The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer;
5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Yes! I will do my part to make elected officials listen to working people. Sign me up to contribute to SEIU’s Committee On Political Education (COPE).

Name ______________________ Home Phone (____) ____________
(First Name) (Last Name)

Home Address
________________________________________________________
(Street) (City) (State) (Zip)

Home E-Mail Address
__________________________________________________
(Please print legibly)

Occupation_____ Employer _____Are you registered to vote? O yes O no

I authorize my employer to deduct ____ $5 every month
____ $3 every month

and transfer the funds to SEIU Local 200United for SEIU COPE. My signature shows that I have reviewed and agree with the terms.

Signature __________________________________________ Date __________
Who signed you up?________________________________________
Union Rep. Initials________________________
MEMORANDUM OF UNDERSTANDING - RECALL RIGHTS

It is understood that when an Employee is transferred in accordance with lay-off procedures he/she shall be recalled, based on seniority, to perform his/her regular job in his/her regular classification when such work is available for at least one full day, and is scheduled sufficiently in advance so that coverage for other assignments the Employee may already have can be arranged.

Executed this 25th day of November, 1980
for 1199 NUHHCE, RWDSU, AFL-CIO
Robert Muehlenkamp
for the University of Rochester
H. Clint Davidson, Jr.

MEMORANDUM OF UNDERSTANDING - VACANCY POSTINGS

For the convenience of Employees in the posting and bidding procedure, the University will endeavor to identify, on the job posting, the current primary duties of the vacant position. It is understood, however, that those duties shall not be construed to exclude any or all other responsibilities of the classification.

Executed this 25th day of November, 1980
for 1199 NUHHCE, RWDSU, AFL-CIO
Robert Muehlenkamp
for the University of Rochester
H. Clint Davidson, Jr.

MEMORANDUM OF UNDERSTANDING - WORK-RELATED INJURY

An Employee who has permanent physical limitations and/or restrictions, because of a work-related injury or illness, who cannot perform his/her job, shall be entitled to a transfer to a job for which he/she has the ability to perform. Upon notification from the Employee and medical certification by the University’s Health Service, based upon ability to do the work, the Employee shall be transferred to a vacancy or if none exists, to another classification by displacing the least senior Employee within that classification who is less senior.

Executed this 25th day of November, 1980
for 1199 NUHHCE, RWDSU, AFL-CIO
Robert Muehlenkamp
for the University of Rochester
H. Clint Davidson, Jr.
MEMORANDUM OF UNDERSTANDING - WORK ASSIGNMENTS
The University will exercise discretion in assigning specific duties among the Employees within a classification.
Executed this 31st day of October, 1982
for 1199 NUHHCE, RWDSU, AFL-CIO
Robert Muehlenkamp
for the University of Rochester
H.Clint Davidson, Jr.
John J. Brill

MEMORANDUM OF UNDERSTANDING - ON THE JOB TRAINING
In the event that an Employee’s job is substantially changed because of the introduction of new skills, methods, or technologies, the University will provide the Employee with on-the-job orientation and training in the new skills required by the position.
Executed this 27th day of October 1986
for 1199, NUHHCE, AFL-CIO
Henry Nicholas
National Union President
for the University of Rochester
B. E. Donbaugh
Director of Personnel

MEMORANDUM OF UNDERSTANDING - TAR EMPLOYEES
In accordance with the provisions of Article I (Recognition), Paragraph 2 of our Agreement, Time-as-Reported (TAR) employees are excluded from the bargaining unit based on the definition of “regularly working a total of 1/5 of the regular full-time work week or less for the job classification in the department in which they work.”

It is agreed, however, that should a TAR employee transfer into the bargaining unit (on a regular full-time or part-time basis), continuous time worked (i.e. without breaks of more than thirteen (13) working days) in the same classification and department on a T.A.R. basis would be counted toward seniority, probation, and time to reach the job rate. Continuous time worked on a T.A.R. basis in a different classification or department will be counted toward seniority only, upon completion of probation. Time-As-Reported employees will serve the same probationary period as stipulated for Temporary Services employees who transfer into a regular full-time or regular part-time position as described in Article 7 (Seniority) Paragraph 2(c).

Executed this 27th day of October, 1986
MEMORANDUM OF UNDERSTANDING - UNION PARTICIPATION

The University agrees to invite the participation of 1199 represented Employees on relevant special purpose committees in instances where the University seeks the input of a broad cross section of University community groups.

Executed this 25th day of October, 1988
for 1199, NUHHCE, AFL-CIO
Robert Muehlenkamp
Executive Vice President
for the University of Rochester
B.E. Donbaugh
Director of Personnel

MEMORANDUM OF UNDERSTANDING - EXTRA HOURS

The University agrees that when feasible, departments will endeavor to offer regular Employees the option of working extra hours, rather than using temporary employees provided that it does not result in overtime. It is understood that in the case of staffing for extended absences such as disabilities or Workers’ Compensation, the regular Employee may be required to make a commitment to work the extra hours for the extended period. In addition, it is understood that the department will need to evaluate staffing needs prior to offering the option of extra hours for extended absences, to ensure that sufficient staff are available to fill in for short term absences.

Executed this 25th day of October, 1988
for 1199, NUHHCE, AFL-CIO
Robert Muehlenkamp
Executive Vice President
for the University of Rochester B.E. Donbaugh
B.E. Donbaugh
Director of Personnel
MEMORANDUM OF UNDERSTANDING - LESS THAN 12 MONTH POSITIONS

The University may continue its program utilizing positions from the current classification system that will be identified as less than twelve (12) month positions. The program will continue on a voluntary basis and shall not exceed more than twenty percent (20%) of the bargaining unit work force at any given time, except by mutual agreement. The fourteen (14) Dining Service Cashier nine month positions added to the bargaining unit in 1997 shall not count toward the twenty percent (20%) limit.

The Union agrees to consider in good faith any University proposal to expand the program beyond its present number and departmental limits. Successful completion of a less than twelve (12) month position will be equivalent to 1 year of seniority. Seniority shall continue to accrue during periods of active employment and inactive status. Vacation and sick leave will accrue only during periods of active employment.

The University agrees to meet and share information with the Union regarding the program.

These positions shall be subject to the following conditions:

Less than 12 month positions will be specifically posted as such. Applicants will have the terms of the position explained to them.

2. Utilization of less than 12 month positions will be limited to the following departments:

   a. Services Division
   b. Dining Services
   c. Faculty Club
   d. Transportation
   e. River Campus Facilities Maintenance
   f. Custodial Services

No present Employees, except volunteers, may be required to accept a less than 12 month position. Present Employee volunteers may return to their 12 month positions upon completion of a less than 12 month position cycle.

4. The University agrees to continue the following benefits for less than 12 month Employees during the period of inactive status:

   a. National Benefit Fund coverage (or an equivalent package if National Benefit Fund coverage is not possible).
   b. Long term disability coverage (subject to the approval of the carrier).
   c. Eligibility for health benefits under Article 14 (Sick Leave), Paragraph 9 and 24 (Retirement), paragraph 3.
d. Tuition benefits at the University of Rochester.

5. Less than 12 month Employees will be treated as regular Employees during the period of active employment. The period of inactive status is intended to be approximately three (3) consecutive months per year.

6. The University shall continue to attempt to place less than 12 month Employees who wish to work into alternative job positions performing Campus bargaining unit work during their inactive periods. The University also agrees to consider less than 12 month Employees for work within Strong Memorial Hospital, when available, on the following basis:
No later than April 1 of each contract year, Employees will be asked their desire for summer work by completing a form that includes their dates of availability. This form will be submitted to their Campus supervisor who shall forward it to the River Campus HR Office.

b. Temporary Services Placement (Hospital) will review and match Campus Employees to available or anticipated openings.

Prior to the end of the academic year, Employees who appear to match openings will be contacted to complete pre-employment requirements, including drug testing under the Memorandum of Understanding “Drug Testing of Employees Who Transfer to the Hospital Division” dated October 20, 1994.

d. Openings will be offered on the basis of best match to Hospital requirements including ability and availability.

Employees will be paid in accordance with Article VIII (Wages) of the Campus Agreement.

7. Temporary employees shall not perform Campus bargaining unit work if a less than 12 month Employee on inactive status wished to perform such work. It is not the University’s intent to fill less than 12 month positions with other types of temporary employees during the inactive period. The University shall continue to assign temporary work to available less than 12 month Employees who wish to work during their inactive periods. The University also agrees to consider less than 12 month Employees for temporary assignments in the Hospital bargaining unit provided such Employees meet the conditions for Hospital placement listed in Paragraph 6c. and 6d. above.

8. Class grievances regarding the terms of this memorandum may be initiated at step 3 of the Grievance Procedure per Article 30 (Grievance Procedure), paragraph 1.
9. No regular “12 month” Employee may be required to take a less than 12 month position under the layoff provisions of the Agreement.

10. In the event that a less than twelve (12) month position is extended into the inactive period, it is understood that an Employee in such a position may choose to remain in that position, rather than be replaced by an Employee scheduled for temporary layoff, provided that each twelve (12) month Employee is placed during any such period of temporary layoff.

11. Employees working less than twelve (12) month positions may choose to have their full accumulated vacation paid out to them at the end of their active employment period, or, if they have agreed to work an assignment that extends throughout their normal inactive period, they may use vacation time in the same manner as during their normal active employment period.

Executed this 25th day of October, 1988
Modified this 24th day of October, 1996
for 1199, NUHCE, AFL-CIO
Robert Muehlenkamp
Executive Vice President
for District 1199-Rochester, SEIU, AFL-CIO
Bruce E. Popper
President
for the University of Rochester
B.E. Donbaugh
Director of Personnel
Fay Norton
Manager of Labor Relations
Modified this 28th day of October, 1998
Modified this 12th day of October, 2000
for District 1199-Rochester, SEIU, AFL-CIO
Bruce E. Popper
President
for Local 1199Upstate, SEIU, AFL-CIO
Marshall Blake
President
for the University of Rochester
Charles J. Murphy
Director of Human Resources, URMC
for the University of Rochester
Charles A. Dye
Manager of Labor Relations
MEMORANDUM OF UNDERSTANDING - WORKPLACE LEARNING

The Union and the University agree to establish a Workplace Learning Program modeled on the program already implemented by the Union and Strong Memorial Hospital. A joint committee shall set up the program. Implementation of the program shall be by mutual agreement. The committee shall consist of equal numbers of members appointed by the Union and the University. Paid release time shall be provided for committee meetings. The Union and the University further intend to continue their participation in the Rochester Workplace Literacy Consortium.

Executed this 23rd day of October, 1990
for 1199 NUHHCE, AFL-CIO
Bruce Popper
Area Director
for the University of Rochester
Cynthia A. Beckwith
Manager, Labor Relations

MEMORANDUM OF UNDERSTANDING - SUBSTANCE ABUSE

The Union recognizes and agrees with the University’s intent to vigorously enforce disciplinary rules (which may include termination) in instances where Employee impairment due to substance abuse has impacted University operations. The University and the Union agree to continue their discussions about the formulation of a more comprehensive policy and program on substance abuse in the workplace. Furthermore, should the University establish and implement a for-cause drug testing program for all other University Employees (excluding student Employees) during the life of this Agreement, the University and the Union agree to meet to establish mutually acceptable criteria for a for-cause drug testing program for the bargaining unit.

Executed this 23rd day of October, 1990

for 1199 NUHHCE, AFL-CIO
Bruce Popper
Area Director
for the University of Rochester
Cynthia A. Beckwith
Manager, Labor Relations

MEMORANDUM OF UNDERSTANDING - PEER INTERVENTION

The University and the Union recognize that substance abuse poses a potential danger to the safety and well-being of staff, students, and visitors.
The University and the Union recognize that substance abuse may be a treatable illness and to the maximum extent possible, Employees with substance abuse problems should be identified and urged to seek assistance, treatment and rehabilitation.

The University and the Union agree to increase their efforts in education, training, referral, and intervention to insure a safe workplace. To this end, the University will grant paid release time up to eight (8) Union Delegates and/or Union members designated by the Union to attend peer intervention training on substance abuse. The training will be conducted by appropriate organizations that will be mutually identified by both the University and the Union. Paid release time for any individual Employee will not exceed four and one-half (4 1/2) hours.

Executed this 18th day of October, 1992
for 1199 NUHHCE, AFL-CIO
Bruce Popper
Area Director
for the University of Rochester
Cynthia A. Beckwith
Manager, Labor Relations

MEMORANDUM OF UNDERSTANDING - TEMPORARY SHUTDOWNS

The University intends to continue its policy of placing Employees in alternate job positions during periods of temporary shutdown to the extent operationally possible. In addition to its customary efforts to place such employees, the University agrees to continue to seek placement opportunities in the Hospital service Employees bargaining unit.

To that end, the University will make every effort to place Employees in jobs on Campus, and in Strong Memorial Hospital and UR Medical Center, with the following guidelines applied to any temporary shutdown of twenty (20) calendar days or longer:

1. There is no guaranteed number of job positions to be filled.

2. Specific job assignments will be determined at the discretion of the receiving department.

3. Only twelve (12) month Employees will be included in the program. Placement of less then twelve (12) month Employees shall continue to be done in accordance with the Memorandum of Understanding “Less Than 12 Month Positions”.
4. To be eligible for summer job placements, Employees must commit to summer employment by March 1. The University will ask Employees if they prefer to work in an alternate position during the summer shutdown period by that date.

5. The summer break will be approximately three (3) months. Employees placed in other departments of the Campus and Hospital will not be recalled to their home department.

6. Employees placed in other jobs will have their pay rate maintained, or in the case of placement into a job in a higher pay grade, the rate of the higher pay grade, whichever is greater.

7. To be eligible for placement into Hospital or Medical Center job positions, Employees will be required to:

   a. Attend an orientation and training program. The University and the Union agree to discuss ways for the Union’s health and safety program to support and assist with this training.

   b. Be current on health updates.

   c. Attend blood borne pathogen training.

   d. Successfully complete the drug screen and criminal background check which are required of other employees of the Hospital or Medical Center. Excluded from the policy are all Employees hired prior to the date of implementation of the Hospital’s pre-employment drug/alcohol testing program.

   e. The University will endeavor to schedule these training programs during periods of Campus shutdown. The University will assist Employees in meeting these requirements.

8. Any Employee electing not to follow these guidelines will be deemed to have declined the opportunity for summer job placement. Such an Employee will not be eligible to bump any other Employee in the bargaining unit. However, Employees who do elect to participate and follow these guidelines shall retain their rights under the layoff provisions of the Agreement if they are not placed in an equivalent job position during the period of temporary shutdown.

9. At the beginning of the school year, the University will post a tentative schedule of breaks. The University will notify Employees and the Union with firm schedules at least thirty (30) days prior to each break that results in a temporary shutdown.
10. When summer schedules are confirmed, cooks will first be offered summer employment opportunities, by seniority, within Dining Services. Other Employees in Dining Services, by seniority, will then be offered summer employment opportunities within Dining Services. If an Employee chooses not to accept a position available within Dining Services, he/she will be considered, by seniority, for opportunities within Facilities and other departments in the Campus and Hospital where summer employment opportunities exist. Employees not placed within Dining Services will be offered summer employment opportunities, by seniority, within Facilities and other departments in the Campus and Hospital.

11. The University agrees to meet and discuss the implementation of these procedures with the Union upon request.

Executed this 18th day of October, 1992
for 1199 NUHHCE, AFL-CIO
Bruce Popper
Area Director
for the University of Rochester
Cynthia A. Beckwith
Manager, Labor Relations
Modified October 2005
for SEIU, Local 200 United
Jerry Denise
President
for the University of Rochester
Charles Murphy
Associate Vice President

MEMORANDUM OF UNDERSTANDING - LOA AND SICK DAY EARNINGS

In the event an Employee’s anniversary date occurs during an unpaid leave of absence, and the Employee would otherwise have earned his/her annual adjustment of sick days on that date, the Employee shall receive a prorated number of sick days upon return to active employment, based on the number of months remaining in the anniversary year.

Executed this 20th day of October, 1994
For District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President
For the University of Rochester
B. E. Donbaugh
Director of Human Resources
MEMORANDUM OF UNDERSTANDING - HEALTH AND SAFETY TRAINING PILOT PROGRAM

The University and the Union agree to meet and discuss an extension of the Health and Safety Training pilot program agreed to under the Union’s Agreement with Strong Memorial Hospital, after the completion of the initial training sessions at the Hospital.

Executed this 20th day of October, 1994
For District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President
For the University of Rochester
B. E. Donbaugh
Director of Human Resources

MEMORANDUM OF UNDERSTANDING - DRUG TESTING OF EMPLOYEES WHO TRANSFER INTO THE HOSPITAL DIVISION

Employees will be required to participate in the Hospital Pre-Placement Drug and Alcohol Testing Policy, if they had not previously participated in it, when they seek to transfer to a Hospital (University Division 5) position. This policy requires that all transfer offers will be made contingent upon completion of a drug and alcohol screening test with a negative result. The testing and follow-up procedures shall meet the criteria set forth in the Side Letter between the Union and Hospital, date September 28, 1992.

If the applicant for transfer does not appear for the test or refuses to take the test, the offer will be rescinded, except when failure to appear is due to unique circumstances beyond the Employee’s control.

If the applicant for transfer tests positive, the University’s medical officer will review the results with the applicant and provide information on resources that the applicant may seek out for rehabilitation. The offer for transfer will be rescinded. In the event the Employee seeks rehabilitation, the department from which the Employee was transferring will hold the Employee’s current position until the Employee is able to return to work. If the Employee refuses rehabilitation, the University may take appropriate action, subject to the provisions of Article XXVII (Discipline).

Excluded from the policy are all Employees hired prior to the date of implementation of the Hospital’s pre-employment drug/alcohol testing program.

Executed this 20th day of October, 1994
For District 1199-Rochester, SEIU, AFL-CIO
MEMORANDUM OF UNDERSTANDING – FOOD SERVICE TRAINING RATE

Porters, Food Service Workers and Salad/Sandwich Makers who are assigned to train new hires and temporary employees who are hired to work three (3) or more consecutive months in the Porter, Food Service Worker and Salad/Sandwich Maker classifications will be paid an additional sixty cents ($ .60) per hour while performing training activities. The selection of trainer(s), as well as the assignment and duration of the training period will be non-grievable management decisions.

Executed this 24th day of October, 1996
for District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President

for the University of Rochester
Fay Norton
Manager of Labor Relations

Modified October 2, 2005
for SEIU, Local 200United
Bruce Popper, Chief Spokesman

for the University of Rochester
Charles J. Murphy
Associate Vice-President of Human Resources

MEMORANDUM OF UNDERSTANDING - TRAINING AND COMPETENCY

The University and the Union will design and implement an enhanced Employee training program to better enable Employees to qualify for job opportunities. The University shall be able to establish competency testing to determine Employee ability to perform duties of different job positions, provided that the standards of such tests are linked to training programs designed to help Employees achieve the competency standards and provided that these training programs are subject to the review of a mutually agreeable third party for relevance, objectivity and fairness. It is understood that
Employees who demonstrate competency through successfully completing training and/or testing shall be considered to have the requisite ability to perform the work.

Executed this 24th day of October, 1996
For District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President
For the University of Rochester
Fay Norton
Manager of Labor Relations

MEMORANDUM OF UNDERSTANDING - EMPLOYEE ASSISTANCE PROGRAM

It is agreed between the University and the Union that the Hospital will continue to offer the services of its Employee Assistance Program to Employees on the same terms as these services are offered to other employees of the University not represented by the Union. The University agrees to invite the Union to designate a representative to serve on the University's Oversight Committee on the Employee Assistance Program. The University further agrees that it will not make substantial and major changes to the Program without prior notification to the Union. Upon request, the Union and the University will meet and discuss any such proposed changes.

Both the University and the Union continue to recognize the need to treat any Employee Record that may be used through the Employee Assistance Program with the strictest confidentiality.

Executed this 28th day of October, 1998
For District 1199-Rochester, SEIU, AFL-CIO
Bruce E. Popper
President
For the University of Rochester
Charles J. Murphy
Director of Human Resources, URMC

MEMORANDUM OF UNDERSTANDING - RETURN TO WORK

The Union and the University agree to continue their joint committee to discuss and review programs that facilitate the return to work of Employees who are on disability and Workers’ Compensation. The committee will also review information regarding back injuries and lifting injuries at the University, evaluate programs that are intended to prevent and reduce such injuries, and make recommendations to the University and the Union for future programs.
The committee shall review policies and procedures for Employees’ involvement in University “early return to work” programs.

The committee shall be composed of an equal number of University and Union appointed representatives. Paid release time shall be provided for Employees who are selected to serve on the committee.

The University agrees to supply the Union with information about Employees on disability and Workers’ Compensation on a biweekly basis. This information shall include:
- Names and social security numbers of Employees on disability and Workers Compensation together with the dates of disability and the dates of return to work.
- Notice of each Employee being considered for “early return to work”.
- Notice of each Employee participating in any “early return to work” placement together with the number of hours of work of the placement, the Employee’s standard weekly hours before the disability, the job position of the placement and any conditions of the placement.
- The policies and procedures governing any “early return to work” program, including guidelines for reviewing Employee placements and a detailed task analysis of each job position an Employee is placed into before such an Employee is placed.
- Notice of any changes in policy, procedure, guidelines, and task analyses used by any “early return to work” program.

Executed this 28th day of October, 1998
for District 1199-Rochester, SEIU, AFL-CIO
Bruce E. Popper
President
for the University of Rochester
Charles J. Murphy
Director of Human Resources, URMC

**MEMORANDUM OF UNDERSTANDING**

**UNION OFFICE SPACE**

Upon request, the University agrees to meet and discuss the issue of office space for Unit officers at the Campuses.

Executed this 12th day of October, 2000
for Local 1199Upstate, SEIU, AFL-CIO
Marshall Blake
President
for the University of Rochester
Charles A. Dye
Manager of Labor Relations

MEMORANDUM OF UNDERSTANDING - PROGRESSIVE AND CORRECTIVE DISCIPLINE

It is understood that the University utilizes a policy of progressive and corrective discipline consistent with prevailing labor relations arbitration standards.
Executed this 12th day of October, 2000
For Local 1199Upstate, SEIU, AFL-CIO
Marshall Blake
President
For the University of Rochester
Charles A. Dye
Manager of Labor Relations

MEMORANDUM OF UNDERSTANDING - PTO-SICK LEAVE CONVERSION ISSUES FOR EMPLOYEES TRANSFERRING BETWEEN BARGAINING UNITS

PTO and Sick Leave conversion for Employees transferring between bargaining units will be handled in the following manner:

1. Transfer from Campus to Hospital (i.e. from non-eligible to eligible).

The balance of the Employee’s accumulated sick leave, if any, will be converted to his/her supplemental bank once the Employee becomes PTO eligible. Sick leave benefits for such an Employee shall remain intact until the Employee receives PTO accrual.

The Employee will become eligible for PTO after completion of a 90 day waiting period. He/she will then receive PTO based on the next “PTO quarter”.

2. Transfer from Hospital to Campus (i.e. from eligible to non-eligible).

The balance of the Employee’s accumulated PTO (in hours) will be multiplied by 2 and transferred with the Employee. The Employee’s supplemental bank (in hours) will be transferred hour for hour.

The two balances will be combined for sick leave entitlement going forward, up to the sixty (60) day maximum (in hours) with the sixty (60) day cap applied.
Article XIV (Sick Leave), Paragraph 2 will apply once the Employee reaches his/her anniversary (hire) date.

3. Campus Employees temporarily transferring to the Hospital shall not become PTO eligible.

Executed this 12th day of October, 2000
For Local 1199Upstate, SEIU, AFL-CIO
Marshall Blake
President
For the University of Rochester
Charles A. Dye
Manager of Labor Relations

MEMORANDUM OF UNDERSTANDING - LABOR MANAGEMENT MEETINGS

1. The University and the Union agree that Labor/Management meetings can make a positive contribution to resolving problems and issues of mutual concern. The parties agree to hold meetings, as requested by the Union, on an every month basis. The goal of this committee will be to resolve issues not in the grievance procedure. The agenda for these meetings will consist of issues submitted by either party, five (5) days prior to the scheduled meeting. The committee will consist of a maximum of five (5) appropriate representatives from each party. By mutual agreement, issues already in the grievance procedure may be dismissed and resolved in this committee. By mutual agreement, issues not resolved by the committee may be submitted to a mediator for assistance in resolution.

2. The leadership of the Union at the Campus, the appropriate number of Union Staff and the chief leadership of the University will meet, at the request of the Union, at the Union’s monthly leadership meeting. Information request from the Union to the University and an agenda will be submitted one week in advance.

3. Time spent in Labor/Management meeting will be paid time.

Executed this 6th day of October, 2002
For SEIU, Local 200 United
Jerry Denise
President
For the University of Rochester
Charles Murphy
Associate Vice President
MEMORANDUM OF UNDERSTANDING - ADJUSTED BENEFIT ACCRUAL

Any Employee who commits to a work assignment of three (3) months or longer and whose standard hours are increased by twenty-five percent (25%) or more as a result of such assignment will receive an adjusted benefit accrual rate during the period of the assignment. This procedure shall apply to Employees whose standard weekly hours are fifteen (15) hours or more.

Executed October, 2004
For SEIU, Local 200 United
Jerry Dennis
President
For the University of Rochester
Charles Murphy
Associate Vice President

MEMORANDUM OF UNDERSTANDING
HOLDING OF JOB POSITION WHEN AN EMPLOYEE IS ON DISABILITY

The University will hold open an Employee’s job position during periods of approved work related (Workers’ Compensation) or non-work related (Short-Term Sick Leave) illness or injury disability absence. Such and Employee’s job position may be permanently filled after six (6) months when the Employee has two (2) or more years of seniority, or after three (3) months when the Employee has less than two (2) years of seniority.

Supervisors shall have the option of holding positions open for longer periods. An Employee whose job position has been permanently filled while he/she was absent due to illness or injury shall have his/her return and placement rights governed by the Leave of Absence return to work procedure.

Executed September 30, 2007
For SEIU, Local 200 United
Jerry Dennis
President
For the University of Rochester
Charles Murphy
Associate Vice President

MEMORANDUM OF UNDERSTANDING – COMMITTEE-CAMPUS DINING SERVICES

The Union and the University agree to implement a joint committee for Campus Dining Services that will develop timelines to adequately prepare for each academic year. Within the agreed upon timelines, the committee will review staffing levels and work schedules that speak to concerns of all
parties. The committee shall be composed of an equal number of University and Union appointed representatives. Paid release time shall be provided for Employees who are selected to serve on the committee.

Upon request from the Union, the University agrees to extend this joint committee process to other departments.

Executed October, 2005
For SEIU, Local 200 United
Jerry Dennis
President
For the University of Rochester
Charles Murphy
Associate Vice President

MEMORANDUM OF UNDERSTANDING – ADULT EDUCATION PROGRAM

The Union and the University agree to form a joint task force to develop an adult education program for Employees. The University will commit to paid release time for enrolled Employees to attend adult education classes as follows: five thousand (5,000) hours in the first year of the contract, six thousand (6,000) hours in the second year of the contract, and seven thousand (7,000) hours in the third year of the contract. These hours are a total for both University and Hospital service employee bargaining units combined. It is the intent of the Union and the University to continue the practice of holding classes at the workplace.

SIDE LETTERS (1994)

The following constitute the side letter agreements reached during collective bargaining between the University and the Union in 1994:

1. UNION DUES DEDUCTIONS. The University agrees to modify its Payroll System to accommodate the Union’s request to make dues deductions based on gross pay amounts, per the Union dues payment schedule. It is understood that these modifications will require approximately nine (9) months to implement and that there will be no fees or charges assessed to the Union as a result of these modifications. The Union does not anticipate any additional changes in the method of calculating dues deductions during the duration of this Agreement. In the event that the Union requests additional modifications resulting from a change in the method of calculating dues deductions during the term of this Agreement, and the University deems the costs of such a request to be excessive or unreasonable, then the University and the Union shall meet and mutually resolve the cost issues involved before implementation can take place. It is understood that a simple change in the numbers on the dues schedule (for example, a change from $15 to $16 per
month for a particular income bracket) shall not be considered a change in
method of calculating the dues deductions.

2. DRUG TESTING AND DRIVER POSITIONS. In the event that the
University implements a pre-placement drug testing policy covering job
classifications that require a valid New York State Driver’s License,
Employees will be required to participate in this policy, if they had not
previously participated in it, when they seek to transfer to such driver job
classifications. It is understood that this policy shall meet the criteria set forth
in the side letter between the Union and Strong Memorial Hospital, dated
September 28, 1992. It is also understood that this policy shall apply equally
to all categories of University employees who are required to drive as part of
their jobs.
Excluded from this policy are all Employees hired prior to the date of
implementation of this policy.
The Union shall be notified of the planned implementation of this policy and
shall be provided a written copy of the policy when finalized.

3. POSITION CHANGES. The University reserves the right to change the
work locations of Employees in order to meet the operational needs of the
organization. The University realizes that such changes can be disruptive to
Employees, in an effort to facilitate these changes; the University will agree to
discuss position changes with the Union at least two (2) weeks in advance of
any change.

SIDE LETTERS (1996)
The following constitute the side letter agreements reached during collective
bargaining between the University and the Union in 1996:

1. TEMPORARY EMPLOYEES AND LAYOFF. It is understood that no
Employee may be laid off while any temporary employee is performing
bargaining unit work that such Employee has the ability to perform.

2. TEMPORARY EMPLOYEES AND TEMPORARY PROMOTIONAL
OPPORTUNITIES. Temporary employees will not be used to fill vacancies
that are temporary promotional opportunities for Employees (as defined in
Article VII, Paragraph 10) unless no Employee wishes to fill such temporary
vacancy. In the event that a temporary employee is to be used to fill a
vacancy that is a temporary promotional opportunity of shorter duration, such
temporary assignment will first be offered to available Employees who are at
work in the department or department subdivision at the time needed
provided it will not adversely affect the operation the University.
3. PARKING FEES. Upon request, the University agrees to meet and discuss Union concerns about parking rates, including, but not limited to, a Union proposal to base parking rates on a sliding fee scale.

4. FOOD SERVICE SAFETY SHOES. Safety shoes will be provided to Food Service Employees upon review and recommendation of the University Health and Safety Officer. Employees will be provided an opportunity to present their concerns and views to the Safety Officer.

5. WORKPLACE INJURIES. The University and the Union agree to meet and discuss measures to be taken to reduce the occurrence of injuries at work. The University and the Union also agree to discuss procedures that facilitate the return of injured workers to work.

6. TUITION BENEFITS. The University agrees to consider the concerns raised by the Union with regard to changes in the University’s Tuition Benefits Plan; specifically as the changes pertain to definitions of job relatedness and tuition reimbursement for attendance at other institutions.

7. SIDE LETTERS. The University and the Union agree to review side letters from previous negotiations between the parties (beginning the review at a mutually agreeable contract year). Any decision regarding dropping side letters will be by mutual agreement of the parties. All side letters not dropped by mutual agreement will remain in force.

SIDE LETTERS (1998)

1. AMERICANS WITH DISABILITIES ACT. The University and the Union agree to refer the issue of the Hospital’s compliance with provisions of the Americans with Disabilities Act (ADA) to the joint committee on Return to Work.

2. NATIONAL BENEFIT FUND LUMP SUM PAYMENT. The University and the Hospital agree to make a $150,000 lump sum payment to the National Benefit Fund based on an estimate of an amount of payroll that was not reported to the Fund for purposes of contributions over the six (6) year period prior to June 1998. The unreported amount involved payroll of Employees in both the Hospital and Campus bargaining units. The University and the Hospital agree to pay a minimum of one-half (1/2) (i.e. $75,000) of the lump sum payment to be received by the National Benefit Fund no later than December 31, 1998. The University and the Hospital agree to pay the remaining balance of the lump sum payment to be received by the National Benefit Fund no later than July 31, 1999. The University and the Hospital further agree to correct the payroll reporting problem that caused the underreporting. It is understood that the lump sum payment referred to in this
SIDE LETTERS (2000)

1. HEALTH BENEFITS FOR EMPLOYEES TRANSFERRING INTO THE BARGAINING UNIT. The University and the Union agree to maintain health and dental coverage for employees who transfer into the bargaining unit in the following manner. A non-represented employee who transfers into a position represented by SEIU Local 1199Upstate will be considered to have satisfied the sixty (60) day waiting period and will continue unchanged his/her health and dental coverage and employee contributions for an additional thirty (30) days until the employee begins coverage under the National Benefit Fund.

2. DENTAL BENEFIT IMPROVEMENTS. The NBF will submit a revised schedule of dental payment rates to the University and the Union that utilizes $55,000 additional revenue in the Agreement's first year and another $55,000 additional revenue (i.e. a total of $110,000 of new revenue in the second contract year) in the Agreement’s second year. The NBF proposed schedule will not be unreasonably denied by the University nor the Union. The first schedule revision will take effect October 1, 2000. The second will take effect no later than July 1, 2001, or on another date mutually agreed upon between the University and the Union. It is understood that the total new revenues referenced above apply to both Hospital and Campus bargaining units of the University as one total amount of new revenue for both units combined.

3. HRIS ISSUES. It is understood between the Union and the University that the University is reviewing the current Human Resources Information System to fully implement its capabilities. The University and Union agree to form a joint committee to discuss and review issues surrounding the Human Resources Information System.

4. TRAINING FUND. The University and the Union agree to meet and discuss whether to establish a joint Union/Management training fund or participate in an already existing training fund (for example, the SEIU 1199 New York Training and Upgrading Fund).

5. PARKING. The University agrees to notify the Union of any change in parking rate charged to Employees prior to the effective date of such change. Upon request, the University agrees to meet and discuss the proposed change with Union appointed representatives and to consider constructive suggestions regarding University parking policies.

6. HEALTH BENEFITS FOR EMPLOYEES ON MILITARY LEAVE. Employees who are ordered to active military duty shall be eligible to continue their family health coverage and family dental coverage and other benefits
being provided under the National Benefit Fund while on unpaid military leave status with the University. Beginning with the first month of continuous leave, the University shall make for that Employee a monthly payment to the National Benefit Fund in the amount sufficient to maintain the Employee’s benefit class prior to the military leave.

The Employee must apply for this continuation of benefits and submit a copy of his/her military orders. This monthly payment will be made for a maximum of six (6) months, or for the duration of the military leave, whichever is less. Employees must reapply to continue health and dental benefits if their military leave is extended, or extends beyond six (6) months. Such special payment shall end when the Employee returns to work or ends military leave.

7. LINDA COLE GRIEVANCE. The University agrees to settle the Linda Cole (“Baker”) grievance on a non-precedent setting basis, on the following terms. (1) The University’s Step 3 grievance response stands. (2) The University agrees to pay Linda Cole $200.00, less applicable taxes and deductions. This settlement will not be cited by either party for any future disputes, grievances, or arbitrations.

SIDE LETTERS (2004)

1. TRAINING FUND START UP - The University and the Union agree that:

(1) since final agreement and ratification of the 2004 - 2005 collective bargaining agreement occurred after January 1, 2005, and

(2) since the University continued to provide benefits under the University of Rochester tuition benefits plan to Employees, and

(3) as a result, the University incurred expenses for tuition benefits after January 1, 2005 for the Spring semester, and

(4) since the collective bargaining Agreement provides that expenses for Employee tuition benefits incurred after January 1, 2005 be paid by the 1199 SEIU/League Training and Upgrading Fund, therefore

(5) the University shall receive credit for tuition expenses incurred for the Spring, 2005 semester on behalf of Employees. The University shall deduct these expenses from contributions owed to the 1199 SEIU/League Training and Upgrading Fund in accordance with this Agreement. The University shall also submit to the 1199 SEIU/League Training and Upgrading Fund an itemization of the tuition expenses that it is requesting credit for at the time that the University makes such a modified contribution.
2. The Hospital/University is providing the following information to share with the National Benefit Fund (NBF).

The Hospital/University estimates that the wage increase in this Agreement will be sufficient to meet or exceed the funding levels of a three percent (3%) increase and a rate of twenty-three and two-tenths percent (23.2%) as required by Milliman, USA, the NBF Actuary, when combined with a lump sum payment of $50,000 payable upon ratification of this Agreement to the NBF for Employees in the Hospital and University bargaining units combined.

The Hospital/University’s estimates are based on contributions for the period of this Agreement at a rate of 23.2% generated by base wage rates according to the following:

- Incumbent Employee wage rates increasing by 2.75% retroactively to October 3, 2004.
- Newly hired Employees after April 3, 2005 being paid according to Appendix C, Wage Schedule II, and
- A one-time lump sum contribution of $50,000 payable to the NBF upon ratification of this Agreement.

SIDE LETTERS (2005)

1. Discuss Job Classification. The Union and the University/Hospital agree to meet and discuss the bargaining unit placement of the job classifications listed below within six (6) months of the execution of this Agreement. If, after meeting, the parties disagree about the bargaining unit placement of any of the listed job classifications, then either party may proceed to resolve the dispute through the unit clarification procedure of the National Labor Relations Board (NLRB).

Chef Manager in Dining Services

2. Diversity and Community Involvement. The University invites all Employees to participate in the process of achieving its goals of greater diversity and positive community involvement. The University will set up procedures that ensure that Employees’ voices are heard in this process. The Union’s input will be sought in setting up these procedures.

NBF Lump Sum. The University and Hospital combined will make a one-time lump sum payment of $100,000.00 to the 1199 SEIU National Benefit Fund upon ratification of this Agreement.
SIDE LETTERS (2007)

1. The Union and University agree to a summit meeting between the president of the University and the president of Local 200United to discuss how the Union and the University will conduct themselves when there is organizing activity by non-represented employees to join the Union. The general counsels of the Union and the University, or their designees, shall draft a mutually agreed upon agenda for the summit meeting. Topics may include other item of mutual interest. The summit meeting shall occur in the first year of this Agreement.

2. The University agrees to notify the Union of any change in parking rates charged to Employees prior to the effective date of such change. Upon request, the University agrees to meet and discuss the proposed change with Union appointed representatives and to consider constructive suggestions regarding University parking policies.

3. The University agrees that the 1199 SEIU National Benefit Fund may enhance its dental benefits, at its discretion, during the term of this Agreement.