AGREEMENT

BETWEEN

THE UNIVERSITY OF ROCHESTER

AND

THE UNIVERSITY OF ROCHESTER SECURITY OFFICERS ASSOCIATION

NOVEMBER 11, 2007–NOVEMBER 8, 2009
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PREAMBLE

The University of Rochester (hereinafter called the University) and the University of Rochester Security Officers Association (hereinafter called the Association or the Union) agree as follows:

Definitions

The terms listed below shall be defined, for all intents and purposes of this Agreement, as follows:

1. **Business Day**: The days of the week Monday through Friday, inclusive, and excluding University holidays.
2. **Director**: The Director of the Security Services Division of the University of Rochester.
3. **Division**: Security Services Division of the University of Rochester.
4. **Employee**: Any Employee of the Security Services Division of the University of Rochester who is, on the date of execution of this Agreement or at any time subsequent to its execution, a Member of the bargaining unit represented by the URSOA.
5. **Full-time**: Regularly scheduled to work forty (40) hours each week.
6. **Grievance**: Any controversy or claim arising between the parties concerning the interpretation, application, or any alleged breach of a provision of this Agreement.
7. **Member**: Same as Employee.
8. **Paid-leave Hours**: Hours not worked for which compensation is paid; including, but not restricted to, vacation time, sick time, disability time, emergency time and death-in-family time.
9. **Part-time**: Regularly scheduled to work less than forty (40) hours each week.
10. **Seniority**: Same as Service Time.
11. **Service Time**: The length of time that an Employee has been continuously employed in any classification at the University of Rochester and including any unpaid-leave periods.
12. **T.A.R. (Time-As-Reported)**: Employees who have no regular work schedule.
13. **Unpaid Leave**: Any period for which no compensation is paid but during which employment and status at the University of Rochester is maintained (for example, an unpaid leave of absence).
14. **Work Status**: Status based on the number of hours of work normally scheduled for an Employee, for example, Full-time, Part-time, T.A.R.
15. **Worked-hours**: Time worked in a given interval.
ARTICLE I
Recognition

In accordance with the certification issued by the National Labor Relations Board on January 29, 1981 (Case Number 3-RC-7859), the University recognizes the Union as the sole and exclusive collective bargaining representative and agent for all full-time and regular part-time Employees who are or may be hereafter employed (or transferred) by the University in classifications listed in Appendix A.

ARTICLE II
Management Rights

1. It is agreed that the University retains, solely and exclusively, all its inherent rights, functions, powers and authority which it had prior to entering into this Agreement, to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted, except where clearly, expressly and specifically limited by this Agreement.

2. Such rights shall include, but not be limited to, full and exclusive control of the management of the University, the supervision of all operations, the methods, process, means and personnel by which any and all work will be performed; the control of property and the composition, assignment, direction and determination of the size and type of its working force; the right to make technological changes; the right to determine the work to be done and the standards to be met by Employees; the right to subcontract work; the right to change operations, methods, procedures, means or facilities and the right to determine whether and to what extent work shall be performed by Employees; the right to maintain order and efficiency in all its operations, to set and maintain reasonable operating rules and regulations; the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off Employees; the right to determine the qualifications of Employees, and to suspend, discipline and discharge Employees for just cause.

3. Whenever written policies and procedures that substantially alter and affect the benefits and/or working conditions of all members of the bargaining unit are established and/or changed, the University agrees to notify and explain such changes or additions to the Union prior to their implementation.
ARTICLE III
Union Security

1. All Employees in the classifications in Appendix A must join the Union after thirty (30) days from date of employment or thirty (30) days from the execution of this Agreement, whichever is later. All other individuals who are currently employed and are not members of the Union, and all other individuals hired hereafter into a bargaining unit position, shall become a member of the Union within thirty (30) days after the commencement of their employment or thirty (30) days from the execution of this Agreement, whichever is later. Union membership as described according to the terms stated herein shall be a condition of continuing employment.

2. In the event that an Employee covered hereby fails to comply with the requirements of this Article with respect to the payment of dues and fees or their equivalent, the University shall within thirty (30) days after receipt of written notice from URSOA to that effect, discharge such Employee.

3. For the purpose of this Article, any Employee who is a member of the Union (has joined or joins the URSOA) shall be considered a Member of the URSOA in good standing if he/she tenders (either through University payroll deduction, or by making payment directly to the URSOA for all amounts not deducted by the University) all of the periodic dues and initiation fees as and when required as a condition of membership in the URSOA.

ARTICLE IV
No Strike or Lock-Out

1. During the term of this Agreement, the Union, its officers, agents or representatives shall not directly cause or initiate a strike. Under no circumstances during the term of this Agreement shall the Union, its officers, agents or representatives directly cause, initiate, support, ratify or condone any concerted action taken by Employees which directly interferes with the operations of the University.

2. It is agreed that any Employee(s) who directly take part in any concerted action which interferes with the operations of the University shall be dealt with in accordance with the appropriate provision of this Agreement, or the appropriate provision of the University Personnel Policy Manual where no provision of this Agreement applies. An action such as a strike, sympathy strike, work stoppage, sit-down, stay-in, slow-down, curtailment of work, restriction of production, boycott, or any picketing, patrolling, or any demonstration at any location could directly interfere with the operations of the University.

3. In the event that a strike should occur in violation of Section 1, above, the Union shall immediately upon notification from the University, take all reasonable action to prevent and bring about the termination of such strike.
This shall include an immediate public disavowal and refusal to recognize such strike, notification to the Employee(s) that such strike is in violation of this Agreement subjecting them to disciplinary action including discharge, and requesting that the Employee(s) cease and desist such strike and return to work immediately. This notification and request shall be written and signed by an authorized official of the Union, and a copy shall be provided to the University.

4. Section 3, above, shall not preclude the University from any other remedy or right provided by applicable law or statute, or from seeking legal or other redress from any individual who has caused damages to or loss of University property, or from taking disciplinary action against any Employee for such action.

5. The University shall not institute any form of lock-out against any Employee or group of Employees during the term of this Agreement.

ARTICLE V
Check-Off

1. The University agrees, on receipt of an Employee’s authorization form, as provided in Appendix C, to deduct from the pay of such Employee Union dues, as provided in Article III of this Agreement pursuant to such authorization and the terms of this Agreement. Dues shall be deducted in equal amounts each pay period. Dues deductions shall begin the first pay period following receipt by the Payroll and Employee Records Department (PERC) of the authorization form, but not earlier than completion of the initial thirty (30) days of employment.

2. By the 15th calendar day of each month, the University will remit to the Treasurer of the University of Rochester Security Officers Association or his/her designee all deductions for dues made from the wages of Employees for the preceding month, together with a listing of all Employees from whom dues have been deducted, the amount and type of deductions and the pay periods included in the remittance.

3. The University will not deduct any back dues unless such back dues are caused by University error. The University will not make deductions from the pay of an Employee who, for the payroll period involved, fails to earn sufficient wages, after other deductions, to equal the Union deductions for that period.

4. It is agreed that the University assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the University harmless against any and all 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.
5. 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.

6. Throughout the term of this Agreement, the University shall accept authorization forms from Employees and forward them to the University’s Payroll and Employee Records Department (PERC).

ARTICLE VI
Union Representation and Activity

1. The Union shall provide written notification to the University of the names of the Union officers and Platoon Representatives, and the shifts they represent. Notice of changes in Union officers or Platoon Representatives shall be provided to the University within one (1) business day from such changes becoming known to the Union, but not later than five (5) business days from the effective date of the changes. It is the intent of the parties that Union representatives shall represent individual Employees on the shift and in the area where the Union representative works to the extent this is possible. In the event no Union representative is on duty, the University shall allow the Employee to notify the Union.

2. An Employee shall have the right to have a Union representative present with him/her during any meeting with any University representative as provided a) by “Weingarten” case law or b) in Article XXIII, Grievance Procedure.

3. A Union representative shall be allowed necessary and reasonable time off from his/her assigned work schedule, without loss of pay, for meetings as provided in Section 2, above. Any such meeting shall be arranged through the supervisor.

4. Except as provided elsewhere in this Agreement, no Employee shall engage in any union activity during working time. Working time shall not include scheduled breaks. No Employee shall engage in any union activity on University premises which interferes with University operations. “Union activity” shall include, but is not limited to, meetings, elections, petitions, collections, solicitations and distribution of literature. University premises does not include those which by virtue of a lease arrangement are the private domiciles of any individuals.

5. Union representatives shall have reasonable access to the University, for the purposes of conferring with the University, other representatives of the Union and/or Employees and for the purpose of administering the terms of this Agreement. Where a Union representative who is not an Employee finds it necessary to confer with University representatives or an Employee on work time, he/she shall first make arrangements with the Division of Labor.
Relations of the Office of Human Resources. A Union representative who is an Employee may make arrangements for meetings with University representatives through the Division of Labor Relations; or with his/her supervisor for a meeting with another Employee, and with the supervisor of the Employee with whom he/she wishes to meet. Such visits shall take place in areas designated and provided by the University and shall not interfere with the operation of the University.

6. The University will designate and schedule meeting rooms for the Union for such purposes as regular bargaining unit meetings and Executive Board meetings if requested by the Union in writing not less than one (1) week in advance, provided that suitable meeting rooms are available at the times requested and there is no conflict with University activity.

7. One (1) Employee who is a member of the Executive Board of the Union shall be excused without pay to permit attendance at the regular monthly meeting of the Board, provided that University operations are not seriously disrupted. The Union shall give the University at least seven (7) business days advance notice of the date and time of the meeting and the name of the Employee required to attend.

8. The University shall provide space two feet by three feet on University bulletin boards, as designated in Appendix D, for the exclusive use of the Union. Bulletin boards may be used for the purpose of posting Association information and notices. The University reserves the right to maintain reasonable control over the use of its property.

9. The University shall provide compensation, as hours worked, either in paid release from assigned work schedule (or in addition to it) to Employees who are required by the University to attend any grievance, arbitration or proceeding under Section 2 of this Article.

10. For the purpose of this Agreement, the term “Union Representative” shall include Union officers, Platoon Representatives, attorneys and any future designated agents who have been so designated by the Union in writing to the University.

ARTICLE VII
Seniority

1. A newly hired Employee shall have no seniority during his/her probationary period, but upon completion of that probationary period, his/her seniority shall be retroactive to his/her date of hire.

2. Seniority shall continue to accrue during unpaid-leave periods, during paid-leave periods (paid-leave hours), during normal working periods (worked hours), and during layoff periods.

3. An Employee shall lose accumulated seniority only if a) the Employee voluntarily resigns or b) the Employee is discharged for just cause or c) the Employee voluntarily retires.
4. When an Employee with four (4) or more years of service who has lost accumulated seniority pursuant to Section 3, above, is rehired by the University within two years from the date of voluntary termination, upon request of such Employee during the first year of re-employment all accumulated seniority lost pursuant to Section 3 shall be returned to such Employee, effective one year from the date of such rehire. The University may elect to require such Employee to serve a Probationary Period. Nothing in this section shall be construed as limiting the University from reinstating, at its discretion, the seniority of an Employee who does not meet the requirements for mandatory reinstatement under this section. Reinstatement of seniority shall be by adding the old accumulation to the new.

5. The University will post the names of Employees on the Volunteer List in order of seniority. The University will post the names of Employees on the General Mandate List in inverse order of University seniority (low to high).

ARTICLE VIII
Probationary Period

1. The Probationary Period for all Employees shall be the first one hundred eighty (180) calendar days of employment, except as provided elsewhere in this Article. The University shall be the sole judge of the competency of new Employees during the Probationary Period.

2. The Probationary Period for Employees newly hired to work a schedule of twenty (20) hours per week or less shall be the first 1028 worked-hours or 360 calendar days of employment, whichever occurs first.

3. Each Employee shall serve only one Probationary Period, provided only that such Employee’s service time is uninterrupted.

4. During the Probationary Period, an Employee may be disciplined or discharged at the University’s sole discretion, and such action shall not be subject to the grievance procedure. During the training phase, the University will review the Employee’s progress with the FTO on the Employee’s current shift (and previous FTO’s if applicable and necessary) prior to imposing discipline or discharge. The University will not discipline or discharge a probationary Employee without first informing the Employee of the reasons for such action, which will be confirmed in writing.

5. The University may elect, at its option, to end an Employee’s Probationary Period earlier than the one hundred eighty (180) days provided in Section 1 when the University judges the Employee to be fully competent to perform all duties for his/her job classification.
ARTICLE IX
Layoff and Recall

1. Layoffs
   A) Layoff shall be defined as a reduction of currently employed Employees, because of lack of work, facilities closedowns, program suspensions, lack of funds, reorganization, and other such considerations. Prior to implementation of a layoff as defined in this Article, the Union will be notified as soon as circumstances allow but no less than 24 hours prior to Employees being notified. Upon request of the Union, the Security Services Division will meet with the Union to discuss pertinent information regarding the layoff.
   
   B) When a layoff occurs within a job classification, probationary Employees within the classification shall be removed first.
   
   C) Among the remaining Employees in the classification the University shall determine which Employees are to be laid off, based on seniority and demonstrated ability.
   
   D) Employees will be notified as soon as circumstances allow, but will be given at least two weeks advance notice prior to the effective date of their removal.
   
   E) When it is determined that an Employee is to be laid off, the University shall attempt to place the Employee in a vacancy for which he/she is qualified.

2. Recall
   A) Probationary Employees who are removed shall be terminated and will not have rights to recall.
   
   B) Whenever a vacancy occurs, the University shall recall Employees who have been laid off in inverse order of their layoff, and shall not hire any new Employees until all laid off Employees have been offered recall, and always provided that the Employee to be recalled is capable of performing the required duties.
   
   C) An Employee shall receive recall rights for the eighteen (18) month period subsequent to the effective date of the layoff.

3. General
   A) When it is determined that an Employee is to be laid off, the University shall offer the Employee the option of displacing the least senior Employee with less seniority in a lower job classification for which the Employee to be laid off is qualified.
   
   B) An Employee electing this option shall be placed in that classification and the layoff shall take place in the lower job classification.
ARTICLE X
Shift Change

1. Any Employee who wishes a change in shift may, at any time following completion of probation or evaluation period (as defined in Article XI, Section 9), submit a written request for such change to the Director of Security Services Division or any Division supervisor. The person receiving such request shall provide an initialed and dated copy to the Employee.

2. Such shift change requests shall be considered by the Director of Security Services Division or his/her designee at appropriate times based on available vacancies, taking into account operational needs including staffing levels among shifts. Such requests shall be considered after any requests for return as provided in Article X, Section 6, and Article XI, Section 8 but before assigning to shifts Employees who were hired or transferred in accordance with the provisions of Article XI of this Agreement. The Director or his/her designee shall approve such requests for shift change in the order received provided that a candidate for shift change possesses the ability, qualifications and performance record requisite for such shift and provided that the requested change in shift of such Employee does not cause serious operational problems in excess of benefit for the Division.

3. Should a request for change in shift be denied, as provided in Section 2 above, such request shall be retained for consideration at the time the next vacancy occurs, except as provided in Section 5, below.

4. After the filling of any vacancy or request for return pursuant to this Article, upon request of the Union the University shall provide to the Union within five (5) business days of such request, a list of candidates for such vacancy or return together with notice of its selection.

5. Requests shall be retained for consideration in the order received provided that once every six (6) months the Employee filing such request shall notify the Director of Security Services Division or his/her designee of his/her continued interest in the requested shift change. Should an Employee not renew such request as provided above or decline an approved request, then the request shall be eliminated from consideration.

6. At any time during the first thirty (30) calendar days following a voluntary change in shift as provided in this Article, the Employee may, based on reasons of hardship, request return to his/her former shift. Such Employees may be considered prior to other Employees requesting shift changes, in accordance with paragraph 2 above. Any decisions related to this paragraph shall not be subject to the grievance procedure.

7. Except as provided in paragraph 6 above any Employee who has changed his/her shift in accordance with the provisions of Sections 1, 2, 3, 4, or 5 above need not be considered for subsequent shift changes during the six (6) months following the initial change.
8. No Employee shall be required without his/her consent to change his/her shift (so long as it exists) unless such changes become operationally necessary. Such changes shall not be made arbitrarily or capriciously. An Employee thus involuntarily transferred shall be entitled to first consideration for return to his/her original shift upon submitting a request. Such involuntary shift changes will affect Employees in inverse order of seniority except where this would be operationally detrimental to the Division.

ARTICLE XI
Transfers and Promotions

1. In filling any vacancy occurring within those job classifications listed in Appendix A of this Agreement, the University shall, after any pending requests for return and changes in shift have been made from within the bargaining unit (as defined and provided for in Article X and Article XI of this Agreement), provide five (5) copies of a notice announcing and describing such vacancy to the Union and shall request and allow the Union to post such notices for a period of five (5) business days from the date they are provided to the Union. Employees who wish to be considered for such posted vacancy shall submit a written transfer/promotion request form (provided by the University and made readily available to Employees) to the Director of Security Services Division or his/her designee.

2. The University shall accept transfer/promotion forms for a posted vacancy, as provided in Section 1 above, throughout the period of posting and for a period of at least two (2) business days following Union removal of the notice of vacancy (or for a period of seven (7) business days from the date on which notices announcing such vacancy were provided to the Union, whichever is shorter).

3. The University shall first consider all Employee(s) applying for a vacancy, as provided in Section 1 and Section 2, above, and shall determine the selection of the candidate to fill such vacancy solely on the basis of ability, qualifications and performance. In the event that candidates are equally qualified, seniority will be used as the determining factor.

4. During the term of a temporary position, should that temporary position become regular, or any other regular position of the same classification become vacant, the temporarily promoted Employee shall be given first consideration for such position based on the Employee’s demonstrated performance. The term of the temporary position will be established at the time it is created, if known, but not to exceed twelve (12) months. The parties agree that the utilization of temporary promotions is an extraordinary situation as outlined in an agreement between the parties on April 29, 1988.

5. If a vacancy cannot be filled from within the bargaining unit, as provided in Section 3 above, recruitment efforts shall be extended to candidates outside the bargaining unit.
6. Any Employee shall have the right to apply and be considered for any position or job classification within the University, without prejudice.

7. In the event a transfer or promotion is made within the job classifications listed in Appendix A, written notification of the transfer or promotion will be provided to the URSOA Board within five (5) business days.

8. New employees shall be eligible to apply for a vacancy or promotion at the end of their Probationary Period. Incumbent Employees shall be eligible to apply for vacancy or promotion at the end of the Evaluation Period. This section shall not apply to Employees who are involuntarily returned following such promotion provided that the Employee is not applying for the classification from which he/she was involuntarily removed.

9. At any time during the first thirty (30) calendar days following a transfer or promotion as provided in this Article, the Employee thus transferred or promoted may request return to the classification or shift held at the time of transfer or promotion. The Director of Security Services Division or his/her designee shall grant all such requests effective as requested and without loss of pay rate, work status or job classification held at the time of initial transfer or promotion and provided that, if any portion of such reinstatement of original shift cannot be filled because no corresponding vacancy exists, that portion of the request which can be filled shall be filled immediately and that portion which remains unfilled shall be filled on a priority basis as vacancies occur (multiple requests to be filled in the order received). Any Employee requesting voluntary return may elect to withdraw all or any part of such request if such withdrawal is mutually agreeable to the Employee and the University. Under no circumstances shall an Employee be involuntarily denied immediate reinstatement of work status, job classification and pay rate held at the time of original transfer or promotion when requesting return as provided in this Article.

10. At any time during the first sixty (60) calendar days (the Evaluation Period) following promotion (change in job classification) to classifications other than Security Dispatcher and during the first ninety (90) calendar days following promotion to Security Dispatcher, the University may elect, for just cause, to return a promoted Employee to the job classification, pay rate and work status held immediately prior to such promotion. Such Employee, on such involuntary return, shall have the right to immediate reinstatement of the job classification, pay rate and work status held at the time of promotion and shall have the same priority rights, administered in the same manner, to reinstatement of shift as provided in Section 8, above, for Employees on voluntary return. In filling return requests as provided in this Article and Article X, reinstatement on an involuntary return shall have precedence over all requests for voluntary return.

11. Except as clearly, expressly and specifically provided elsewhere in this Agreement, under no circumstances and at no time shall any Employee be required without his/her consent to change job classification, work status, or otherwise to suffer a decrease in base pay rate. However, the University may
elect, for just cause, to return an Employee to the classification last held and at the wage step last held or its equivalent if performance expectations are not met.

12. After the filling of any vacancy or request for return pursuant to this Article, upon request of the Union the University shall provide to the Union, within five (5) business days of such request a list of Employees who were candidates for such vacancy or bump-back together with notice of its selection.

13. No Employee shall be required to accept a change in job classification or wage rate, except as provided elsewhere in this Agreement or with the express consent of the Employee.

14. The University reserves the right to consider former bargaining unit Employees as part of the applicant pool for position vacancies provided the return occurs within eighteen (18) months of leaving the bargaining unit. Further, the University may place two (2) such qualified Employees into Security Officer II assignments during the term of this Agreement to augment the Division Security Officer II complement.

15. Lead Officer Assignments: At the University’s discretion, temporary assignments will be created in areas of need. These assignments are not to exceed one (1) year but could be renewable. Candidates would not be determined by seniority but rather selected by Management using solely the criteria of ability, qualifications and performance. Lead Officer opportunities will be announced but the selection and placement of this temporary position would be exempt from the requirements listed in Sections 1-13 of the Article.

The Employee selected would be expected to train both new hires and incumbents and be the “go-to” person for other officers. The rate for this appointment would be compensation at the appropriate step of paygrade 18. This premium will not be pyramided by the training premium except when training new hires during the Initial Field Training Program.

ARTICLE XII
Incorporated or Changed Jobs

1. In the event that a new classification is established or the content of an existing job is substantially changed, the University will assign it to a paygrade in the wage schedule on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications.

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

3. In the event such a change results in the initiation of a paygrade heretofore not included among the paygrades utilized in this bargaining unit,
the minimum wage rate assigned to the new paygrade shall be based upon the appropriate differences between existing paygrades.

4. If there is a disagreement with the assignment to a paygrade, a grievance concerning compliance with Section 3 above may be processed through the grievance and arbitration procedures provided it is submitted in writing at Step 3 of the grievance procedure within five (5) work days after receipt of the classification description as provided in Section 2 above.

ARTICLE XIII
Work Schedule

1. The regular schedule of work for full-time Employees currently consists of five (5) shifts per week, one (1) shift per day, of eight (8) hours per day. Employees on such schedules shall regularly be scheduled to receive two (2) days off in each calendar week. The University may establish alternative regular full-time work schedules based on operational needs. This section shall not be construed as, and is not a guarantee of, any hours of work per day or calendar week.

2. The University shall not regularly schedule Employees to work more than seven (7) consecutive days.

3. Employees shall be compensated for time spent performing the following duties whenever required by the supervisor: cleaning up after a shift, picking up or returning keys or equipment, travel from any central check-in point to the Employee’s on-duty assignment (and back if necessary), completing reports and all other time spent on required tasks from the time an Employee reports for duty and works, until the Employee stops work and reports off duty, except for non-paid breaks. Employees may use any remaining paid work time at the end of a work shift to change out of a uniform; provided that all required duties and assignments have been completed to the O.I.C.’s (Officer-In-Charge) satisfaction, and that any dispute regarding this privilege shall not be subject to the grievance and arbitration procedure.

4. A) Meal breaks will be provided in accordance with the provisions of New York State Law.

   B) An Employee shall be allowed up to ten (10) minutes paid time, as needed, in transit to and from the location chosen for a meal break provided such travel is necessary.

   C) Notwithstanding the foregoing, an Employee who is mandated or volunteers to work a holdover assignment of more than six (6) hours, and works the entire assignment, will receive paid time for his/her thirty (30) minute meal break exclusive of travel time defined in Section 4.B) above. An Employee who receives a paid meal period may take one fifteen (15) minute rest period in accordance with Section 9 below.

5. One Employee may work for another provided that such change in scheduling is requested of and approved by the O.I.C. Such change must be
requested and approved at least 24 hours in advance unless an Employee is mandated with less than 24 hours advance notice. No such change will be approved if it causes an overtime situation (unless the Employee initially scheduled to work was scheduled on an overtime basis) or if either Employee is unqualified for any resultant differences in assignment. No such request shall be unreasonably denied.

6. Flexible time shall be allowed provided it is arranged in advance, and approved by the Patrol Manager or designee where such approval shall not be unreasonably withheld, and is taken within the same pay week.

7. On-call Employees (those required to leave word as to where they may be reached while not working or required to remain available for work) shall receive $4.00 for less than 8 hours on-call or $12.50 for 8 thru 11 hours on-call or $18.50 for 12 thru 24 hours on-call.

8. An Employee called into work when he/she was not otherwise scheduled shall receive the overtime pay as set forth in Article XIV (Unfilled Assignments) 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 a scheduled shift.

9. A) Rest periods, which may be taken when work can be interrupted, will be taken at a time determined by the supervisor, taking into account Employees' preferences.

B) Paid rest periods will begin when the Employee stops work and will not exceed fifteen (15) minutes for each 3½ to 4 hours worked except as noted in Section 4. C) above.

C) The rest period is intended to be a recess to be preceded and followed by an extended work period. The fifteen (15) minute break includes time taken to travel to some other place to take the break. If any break shall be scheduled during the last hour or the first hour of such shift, it shall not be for the purpose of reporting late for work or departing early and an Employee shall nevertheless report to the University at the commencement of and again at the expiration of such break.

10. Employees shall be allowed to work all scheduled hours, provided only that they report for work at the start of a scheduled work period. Scheduled hours shall include overtime and other non-routine assignments for the purposes of this section.

11. No Employee shall be arbitrarily and capriciously required without his/her consent to change his/her work schedule (as defined in paragraph 1) so long as it exists. If work schedule changes become necessary, the University will make Employees aware of such changes including hours worked, job requirements, shift differential, if any, and the number of schedules to be changed. Volunteers will be solicited and the selection will be made based on operational needs, taking into account the performance, ability, and order of seniority of those volunteering. If there are insufficient volunteers for such change, then the selection will be made based on
operational needs, taking into account performance, ability, inverse order of seniority of Employees, and hardships.

**ARTICLE XIV**

**Unfilled Assignments**

1. The University reserves the right to require Employees to work unfilled assignments or to fill assignments with qualified personnel (students or other Division members), consistent with the provisions of the New York State Security Guard Act of 1992, as may be necessary to meet the University’s operational requirements. Unfilled assignments whether voluntary or required shall be distributed as equitably as possible. An unfilled assignment shall be defined as a period of work for which there is no Employee scheduled. To minimize University risk and to insure equitable distribution of unfilled assignments, full-time and part-time Employees must be able to work all mandatory assignments which may arise out of the standard application of the language of Article XIV, to be eligible for voluntary unfilled assignments.

2. A) When the University determines that unfilled assignments should be filled by Employees, and the need is known at least eight (8) hours in advance, unfilled assignments will be filled in the following order:

   (1) a) Non-reimbursed assignments will be offered first to qualified TAR Employees, followed by qualified full-time and part-time Employees from a volunteer list.

   b) Reimbursed assignments will be offered first to qualified full-time and part-time Employees from a volunteer list.

   (2) The Division may solicit other volunteers who are qualified to fill the assignment. When volunteers simultaneously indicate their availability to fill the assignment, preference will be given to Employees.

   (3) If the unfilled assignment cannot be filled by applying 2A(1) through 2A(2) above, then the assignment shall be assigned to the qualified Employee who can be contacted, who has worked the fewest number of assignments (has the fewest “credits”) as indicated on the General Mandate List.

   (4) It is understood that hardship situations and personal emergency situations do occasionally arise which may unreasonably burden an Employee who would be otherwise required to work. The University agrees to carefully consider all requests for exemption from mandating based on hardship or personal emergency. Employees agree that the likelihood of being mandated can often be foreseen and prepared for, and agree that working when required is one of the obligations of employment.

   It is further understood that in considering such requests, exemption from a general mandate will be treated with greater flexibility than a holdover mandate (Section 2B(3) of this Article). For purposes of
mandating for a holdover mandate, an exemption would be considered based only on a personal emergency which includes the element of unforeseeability.

B) When the University determines that unfilled assignments should be filled by Employees, and the need is known less than eight (8) hours in advance, unfilled assignments will be filled in the following order:

1) a) Non-reimbursed assignments will be offered first to qualified TAR Employees, followed by qualified full-time and part-time Employees from a volunteer list.

   b) Reimbursed assignments will be offered first to qualified full-time and part-time Employees from a volunteer list.

2) The Division may solicit other volunteers who are qualified to fill the assignment. When volunteers simultaneously indicate their availability to fill the assignment, preference will be given to Employees.

3) The Division may require a qualified on-duty Employee to work on a holdover basis. From the group of on-duty Employees, the Employee who has worked an overtime assignment least recently, as indicated on the General Mandate List, will be required to work the assignment.

4) In the event an unfilled assignment is scheduled to be filled by a volunteer and that volunteer cannot be expected to report for duty in time for the assignment, then an Employee as described in 2B(3) will be assigned pending the arrival of the volunteer.

5) It is understood that hardship situations and personal emergency situations do occasionally arise which may unreasonably burden an Employee who would be otherwise required to work. The University agrees to carefully consider all requests for exemption from mandating based on hardship or personal emergency. Employees agree that the likelihood of being mandated can often be foreseen and prepared for, and agree that working when required is one of the obligations of employment.

   It is further understood that in considering such requests, exemption from a general mandate will be treated with greater flexibility than a holdover mandate (Section 2B(3) of this Article). For purposes of mandating for a holdover mandate, an exemption would be considered based only on a personal emergency which includes the element of unforeseeability.

6) An Employee will not be eligible for a general or holdover mandate on a scheduled vacation day and will not be eligible for a holdover mandate on a regularly scheduled day off. For the purposes of this Article a vacation day or scheduled day off will start at the completion of an Employee’s last scheduled shift prior to a vacation day or scheduled day off.

3. If an unfilled assignment cannot be filled by adhering to the provisions of this Article, or when it is infeasible that adherence to the provisions of this Article will result in the filling of the assignment because either a) there is insufficient time prior to the start of the assignment to adhere to these provisions, or b) there are no Employees available to fill the assignment, or c)
as a result of some emergency condition, then that unfilled assignment may be filled by the University in any manner.

4. VOLUNTEER LIST

A) Employees will be asked to indicate their desire to work extra hours by affixing next to their names on a posted list, ordered by seniority, the days and times of their availability.

B) The Volunteer List shall be renewed no later than two (2) weeks prior to its effective date.

C) Employees shall be responsible for removing their names during any period of unavailability and for changing their dates and times of availability as the need arises. Employees may indicate, delete or change days and times of availability on a current-month list by so notifying an on-duty supervisor, directly.

D) If an Employee twice refuses extra hours (when offered for days and times of indicated availability) either by indicating his/her unavailability or due to failure to update the Volunteer List, his/her name shall be removed from the Volunteer List for the duration of the month.

E) Assignments worked on a voluntary basis will be posted as a “credit” on the General Mandate List (as defined in Section 5A(1) & (2)).

5. A) GENERAL MANDATE LIST

(1) The University shall maintain a General Mandate List consisting of the names of all Employees (excluding T.A.R. Employees). Such list shall be used to determine which Employee has worked the fewest number of assignments (including all voluntary or mandatory assignments except training assignments and except those assignments worked as a result of Section 2B(4) of this Article).

The initial ordering of names will be based on the current order of Employees on the General Mandate List at the time this revised Agreement becomes effective.

(2) All voluntary and mandatory assignments which have been worked (except those noted in Section 5A(1) above) will be posted to the General Mandate List. Any confirmed assignment which has been posted and is subsequently not worked shall be removed from the list.

(3) Except for training assignments, the University will not mandate an Employee more than ten (10) calendar days in advance of the assignment.

B) HOLDOVER MANDATE LIST

During the term of this Agreement, if Employees split an unfilled assignment, each Employee will receive a credit, so long as the Employee has worked at least three (3) hours for the assignment, except in the case of 2B(4), when the volunteer who has been scheduled for the assignment by the Division will receive a credit as well as the mandated Employee.
6. No Employee shall be allowed or required to work more than sixteen (16) hours in a twenty four (24) hour period.

7. A) An Employee may volunteer to work a double shift (two shifts of 7.5 to 8 hours each) for two (2) consecutive days.
    B) An Employee who works a double shift (two shifts of 7.5 to 8 hours each) will be exempt from a mandate twenty-four (24) hours before and thirty-two (32) hours after the double shift the Employee worked.

8. Employees shall be paid one and one half (1½) times their regular pay for authorized time worked in excess of forty (40) hours in a calendar week.

Paid absence on a scheduled work day for University holidays and vacation, jury duty, funeral leave, and sick leave shall not be considered as time worked for the purpose of calculating overtime.

9. There shall be no pyramiding of overtime.

10. It is not the intent of the University that mandatory or voluntary assignments be used as a substitute for normal staffing within the Division. Nor shall the University subcontract work performed by Members of the bargaining unit in lieu of adhering to the other provisions of this Article.

11. Each full-time Employee will be given two (2) exemptions from mandating each calendar year (January-December). Each part-time Employee will be given one (1) exemption from mandating each calendar year (January-December). Employees may accrue a maximum of twelve (12) exemptions. Such exemptions may be used for any mandated assignment (holdover or general). Should an Employee elect to use an exemption, it must be communicated to the supervisor at the time of initial contact for mandating. No more than two (2) exemptions will be granted for each special detail, event, or shift assignment, regardless of the number of individual assignments for the detail, event, or shift. When at least one (1) Employee has been excused from being mandated as a result of Section 7(B) above, only one (1) exemption will be granted. An exemption will be valid for the entire time frame of the special detail, event, or shift.
ARTICLE XV

Wages

1. Wages will be paid in accordance with this Article and the wage schedules set forth in Appendix B.

2. The hourly rates as set forth in the wage schedules do not include shift differential, premium or overtime pay.

3. When an Employee is promoted, his/her hourly rate shall be the rate which is the next higher above the Employee’s old rate for the Pay Grade of the new classification.

4. A promoted Employee whose rate upon promotion is less than the Start Rate shall receive the Start Rate as soon as he/she is regularly assigned to independently perform normal job functions for the new classification or have completed the Evaluation Period, whichever is earlier. If the promoted Employee’s rate upon completion of one (1) year in classification is less than the Step 1 Rate, he/she shall receive the Step 1 Rate at that time. If his/her rate is at or above the Step 1 Rate, he/she shall receive the Step 2 Rate upon completion of one (1) year in classification.

5. When an Employee changes from a higher to a lower classification, the hourly rate of pay shall be the corresponding step rate of pay for the new classification.

6. A) Employees not classified as Security Dispatcher assigned to perform those duties for four (4) hours or more shall be paid the appropriate rate as indicated in paragraph 3, for hours worked at that assignment.

7. All rate changes, during the term of this Agreement will be applied as of the start of the first pay period following the date on which the Employee becomes eligible for the rate change.

ARTICLE XVI

Shift Differential

1. A shift differential of 75 cents per hour will be paid to Employees working on shifts which include four (4) or more hours of work between 6 p.m. and 11 p.m. or later. Employees working on shifts which include four (4) or more hours of work between 11 p.m. and 7 a.m. will receive a shift differential of $1.00 per hour worked.

2. If an Employee’s regular work schedule qualifies for the shift differential, it shall also apply to paid time off.

3. Shift differential will be included in the calculation of overtime pay for those Employees whose regular work schedules qualify for the premium.

4. If an Employee, whose regular shift qualifies for the shift differential works a non-premium or less premium shift he/she shall receive his/her normal shift differential for those hours. In all cases, Employees will receive only one (1) shift differential for each hour worked and that differential will be the largest shift differential which applies for each hour worked.
5. Increases in the shift differential, as defined by the University shift differential policy, paid to other University staff members not represented by a union during the term of this Agreement shall be granted to Members of this bargaining unit at the same time and in the same manner.

ARTICLE XVII
Uniforms and Equipment

1. The University will provide to each full-time Employee a full complement of uniforms, as specified in the Division OPS manual.

2. Uniform components will be replaced as needed when rendered unserviceable due to normal wear and tear in performance of duties. Employees will be expected to maintain a full complement of uniforms in good condition. Replacements made necessary due to other factors will be at the Employee’s expense.

3. Uniform components for part-time and T.A.R. Employees will be provided as needed, based on their work schedule.

4. Additionally, the University shall issue equipment to all Employees as specified in the Division OPS manual. This equipment shall be a one time issue to each Employee and will not be replaced unless rendered unusable due to work-related incidents.

5. Each Employee shall be accountable for all issued equipment and shall be responsible for maintaining the appearance and good working condition of that equipment. Each Employee shall have that equipment readily available for use as his/her assignment may require.

6. All items remain the property of the University. Upon separation from his/her position an Employee shall return to the University all uniforms and equipment items and reimburse the University for those items not returned.

7. The footwear allowance will be increased in March 2008 up to $120 and will remain $120 for the duration of the contract. The allowance rate for part-time Employees will continue to be one-half of the amount paid to full-time Employees. The department will provide, on a one-time basis, a metal clipboard for those who request it. Office supplies, as approved by the department, will be provided.

ARTICLE XVIII
Unpaid Leave of Absence

1. A Leave of Absence, which is defined as an excused absence without pay in excess of one (1) month, is a privilege which may be granted to regular full-time and regular part-time Employees who have completed two (2) years of University service. The Leave of Absence must be requested by the Employee, approved by the Director of Security Services Division or his/her designee and signed by the Director of Human Resources or his/her
designee. A Leave of Absence is granted, not as a courtesy to the Employee, but only when it is mutually beneficial to the Employee and the department. It involves responsibility on the part of both, and therefore is not granted automatically.

2. In recommending a Leave, the Division is asserting that the Employee has particular value to the Division and the Division is therefore prepared to retain the vacancy. Similarly, the Employee must be informed of that commitment, and must give assurance of returning to active work in that position upon expiration of the Leave.

3. A Leave of Absence may be granted for personal reasons such as education, dependent care or community service. A Leave may not be granted for the primary purpose of enabling a staff member to maintain employment elsewhere.

4. Consistent with University Policy, Employees are also eligible to request a Leave of Absence under the Family and Medical Leave Act providing the criteria specified in the University policy is met.

5. A Leave of Absence may be granted for not more than twelve (12) months. Leaves granted for less than twelve (12) months may be extended, if requested prior to expiration, for up to a total absence of twelve (12) months. All vacation accrual will be paid on the last payday prior to effective date of the Leave of Absence.

6. An Employee who takes a Leave of Absence must complete two years of continuous active University Service before he/she will be eligible to be granted another Leave of Absence.

7. Employee Benefits While on Leave
   A) University-paid single or family Major Medical and Dental Assistance premiums will be continued, *if applicable*.
   B) Basic Hospital, Surgical and Medical Insurance will be continued unless the Employee signs a form canceling this coverage. Employees who do not cancel this insurance during a Leave will be billed for their normal share of the premium.
   C) University-paid Basic Life Insurance will be continued. Group Universal Life Insurance will also be continued unless the Employee signs a form canceling this portion of the coverage. Individuals who do not cancel their Optional Life Insurance during a Leave will be billed for their normal share of the premium.
   D) Vacation, holidays and sick leave do not accrue during a Leave. Upon return from a Leave, vacation and sick leave accruals will begin again based on the accrued service time.
   E) An individual who becomes disabled within four (4) weeks of the effective date of the Leave may qualify for statutory sick pay benefits during the period of the disability.
   F) Full and Limited Long Term Disability (LTD) Insurance is suspended during a Leave unless an individual is on Leave for full-time study for an
advanced degree or active work in education or research. Employees on Leaves for these purposes who choose to continue Full LTD will be billed for their normal share of the premium.

G) University contributions to Teachers Insurance and Annuity Association and/or College Retirement Equities Fund (TIAA-CREF) Regular Retirement Annuities (RRA’s) are suspended during a Leave. Employees may make voluntary contributions toward their TIAA-CREF; however, those contributions may not be tax deferred. Any voluntary contributions made by an individual to TIAA-CREF Supplemental Retirement Annuities (SRA’s) and Vanguard and T. Rowe Price mutual funds would be suspended during a Leave since contributions to these portions of the University Retirement Program can only be made through salary reduction.

H) Tuition benefits for an Employee are suspended unless he/she has an approved tuition waiver or reimbursement for a course in progress before the effective date of the Leave. Tuition benefits for dependents are not interrupted during the Employee’s Leave.

8. Procedures

A) An Employee must submit a “Request for Leave” form to the Director of Security Services Division or his/her designee and a copy to the immediate supervisor no less than sixty (60) days prior to the beginning date of the Leave.

B) The Director of Security Services Division or his/her designee will evaluate the request. If approved, the Division will send the “Request for Leave” form to the Director of Human Resources or his/her designee for review and signature.

C) If approved by Human Resources, the Request for Leave form should be given to the Employee, a copy retained in the Division files and a copy attached to the Personnel Action Form changing the Employee’s status. These two documents are then sent to Payroll and Employee Records Center (PERC) prior to the effective date of the Leave of Absence.

D) When a Leave of Absence is granted, the Employee should contact the Benefits Office to discuss benefits covered. Any coverage for which the Employee retains eligibility and is enrolled will be continued unless the individual signs a form canceling these coverages. The Employee will be required to pay his/her normal share of premiums.

E) All vacation accruals will be paid on the Employee’s last payday preceding the effective date of the Leave.

F) In order to extend a Leave beyond its original term, for up to a total absence of twelve (12) months, an Employee must submit a written request to the Director of Security Services Division or his/her designee or complete a new Request form. The same procedures and forms as outlined above are required. The Division is responsible for advising the Employee, in writing, of any changes in the terms of the Leave of Absence including the approval of extension.
9. Requests for short-term unpaid leave (thirty [30] calendar days or less) for emergency reasons may be approved by the Director of Security Services Division provided the following conditions are met:

   A) The Employee must have completed his/her probationary period;
   B) The Employee must not have sufficient accrued paid time off to cover the needed time off; and
   C) Without such leave, the Employee would have to terminate his/her employment.

   Such leave requests will not be unreasonably denied provided it will not adversely affect University operations, and a response will be provided consistent with the Employee’s need and the ability of the Director of Security Services Division to evaluate operational needs.

10. The Director of Security Services Division shall provide a decision on approval or denial of requests for unpaid leave (other than paragraph 9 leave) within ten (10) business days from receipt of such leave request. A leave request which has been denied may be subsequently approved should circumstances change; however, a request which has been approved will not subsequently be rescinded.

11. An Employee on Leave is assured of a position in the Division, either the same position or a comparable position for which he/she is qualified, at the conclusion of the Leave. The Employee must contact the Director of Security Services Division or his/her designee two (2) weeks prior to the specified date of return to confirm arrangements for return to active status. An Employee’s failure to return from a Leave will result in termination of employment. If during a Leave a department cannot hold a position for the Employee, the department must discuss this with the Director of Human Resources or his/her designee before notifying the Employee.

12. An Employee on Leave may work on a Time-As-Reported (T.A.R.) basis at the University without interruption of benefits as outlined above.

13. A staff member who requests a Leave of Absence consistent with paragraph 3 and whose Leave of Absence is denied because of Division constraints may elect to resign. However, if the Employee is re-hired, he/she may have service time reinstated if criteria as set forth in Policy #134 (Reinstatement of Previous Service Time) are met.

ARTICLE XIX

Benefits

1. The vacation, holiday, sick leave, funeral leave, jury duty leave, military reserve training leave and other forms of paid leave, major medical insurance, dental assistance, health-hospitalization insurance, long-term disability insurance, tuition benefits, group life insurance (including Accidental Death and Dismemberment) and retirement plans in effect for UR personnel
not represented by any union shall be continued as a part of this Agreement, except, if modified, pursuant to Paragraph 2, below.

2. If the University determines during the term of this Agreement to change any of the benefits identified in Paragraph 1, above, as applied to UR personnel not represented by any union, those changes shall be applicable to those Employees covered by this Agreement, at the same time and under the same terms and conditions as applied to UR personnel not represented by any union.

ARTICLE XX
Health and Safety

1. The University shall continue to comply with legal regulations, whether current or future, governing safety of working conditions. The Union agrees that the Employees shall observe safety rules as communicated and exercise good judgment and methods while on duty.

2. Employees will not be expected to place themselves in extraordinary jeopardy in the performance of their duties and shall have the right to refuse an assignment which they have justifiable reason to believe would do so.

3. It shall be the responsibility of the Employee to report any malfunctioning and/or unsafe equipment as soon as possible upon becoming aware of same. The University shall as soon as possible remove from service equipment found to be unsafe and an Employee shall not be penalized for refusing to operate same. If the equipment is safe and usable, it may be continued in service until repair or replacement can be arranged.

4. Employees shall report any work-related injury or illness as soon as possible to the on-duty supervisor and shall comply with communicated rules requiring medical examination or treatment. Employees shall be free to consult their own physicians without cost to the University, but in any case of occupational illness or injury, the University shall in no way be obligated to accept the opinion of physicians not retained by the University.

ARTICLE XXI
Miscellaneous

1. At the time an individual becomes an Employee as defined in this Agreement, he/she shall be scheduled for and notified to attend an orientation session with a union representative within the first five (5) business days of his/her employment. Such meetings will be arranged by the Office of Human Resources and shall be for a period of one (1) hour. The Chief Executive Officer of the Union or his/her designee will be notified of the number of new Employees to be oriented and the time and place of the meeting as soon as arrangements have been made. The Chief Executive Officer of the Union or his/her designee will forward completed check-off
forms to the Payroll and Employee Records Center (PERC) or the Office of Human Resources.

2. Parking will be provided at rates established by the University. Employees normally scheduled to work twenty (20) hours per week or less who use Parking facilities at the Medical Center will pay 50% of the full rate for the lot to which they are assigned. It is understood that Employees with valid Medical Center Parking Permits may utilize, free of additional charge or penalty, University parking in the area of their assignment when assigned to posts outside the Medical Center during days and times when their Medical Center permits are valid in those areas. The University will not impose new restrictions on parking by authorized Employees in appropriate areas on University premises while the land use remains the same during the term of this Agreement. Employees shall be permitted to park their vehicles bearing valid parking permits in “Pay Lots,” as visitors on non-work time, provided the parking office is notified.

3. The University shall compensate Employees for the use of personal vehicles, when such use has been requested by the University for job related activities, at the rate that is established from time to time by the Internal Revenue Service.

4. As long as banking services and general services such as shuttle buses, access to the University libraries and University Health Service are maintained for other University personnel they will be maintained for Employees.

5. Paychecks will continue to be distributed at the times they have been in the past as long as the UR’s pay procedures and schedules continue to allow for such distribution.

6. The Union shall be provided a copy of revised job descriptions in a timely manner.

7. A position filled by a full-time Employee which becomes open shall not be split into two (2) or more part-time positions in order to provide employment for persons who would not become members of the bargaining unit as a consequence of such employment.

8. The University shall provide for Employees an up-to-date Personnel Policy Manual, Operations Procedure Manual and Patrol Services “Briefing Manual.” The University shall also provide timely updates of the Personnel Policy Manual to the Union. It is understood that the term “Operations Procedure Manual” refers to Operations Procedure documentation to the extent it exists and as it becomes available. The Patrol Services “Briefing Manual” will contain Patrol Services information which shall include, but not be limited to, memos, notices of special attention, general information and directives.

These manuals will be kept in an openly accessible area at all times and Employees shall be given the opportunity to regularly review them during work shifts and will be held accountable for the information contained therein.
9. The University agrees to indemnify and defend the Employees against any claim, lawsuits or judgments which they shall be legally obligated to pay as a result of the discharge of their duties, such duties to be prescribed, from time to time, by the Director of the department and may be communicated by the supervisors. The University agrees to provide a defense for Employees in any criminal action which results from the discharge of their duties provided they are acting in good faith and in addition had no reasonable cause to believe that their conduct was unlawful.

10. All Employees regardless of their hire date are responsible for registration and renewal fees under the Security Guard Act. The University will pay for the tuition cost of approved annual refresher classes but class time is unpaid. Currently, classes offered at the Public Safety Training Academy are approved by the UR. Approval of other classes, offered at alternate locations, is subject to review and approval.

11. Upon request from the URSOA for an informational report of data regarding Employees, the University will provide to the URSOA a cost figure for preparation of the report. Such report, listing Employees during a biweekly pay period may include pay rates, hours worked, overtime hours worked, premium hours worked, gross pay, regular wages, premium wages itemized by type, URSOA deductions, net pay, accumulation and usage of paid leave hours itemized by type, service time accumulation, benefit entitlement, classifications and work status. Totals for numeric items for the report may also be included.

Upon advance receipt from the URSOA of payment for preparation costs, the University will requisition such a report for the URSOA and provide same within a reasonable time.

12. Part-time staff will be treated as if they have two (2) years of seniority for purposes of the Volunteer Overtime list.

13. The University will issue special paychecks (SPO) at the request of Members when mistakes are made by the University that short-change an officer by $120 gross pay (this amount to be indexed each new Contract).

14. During the term of this Agreement, the University and the Union agree to meet no less than three times per year to discuss questions or concerns related to contract administration, its interpretation, and operational practices. The University will be represented by the Director of Security or designee. The Union will be represented by the URSOA Chairperson or designee. Either party may invite additional participants depending on the subject(s) of the meeting and will notify the other party of its intent to do so.

The parties will exchange proposed agenda items no less than two weeks prior to the date of the meeting. Meetings may be cancelled and rescheduled by mutual agreement.
ARTICLE XXII
Discipline and Discharge

1. The University and the Union agree that the principles of progressive corrective discipline, as outlined in the University’s Personnel Policy #154, which include guidance and counseling, will be applied in the disciplining of Employees.

2. The University agrees that it will not discharge, suspend or otherwise discipline an Employee without just cause.

3. A suspension pending determination of disciplinary action shall not exceed seven (7) business days, unless required for the completion of an investigation. In the event the University requires in excess of seven (7) days for the completion of an investigation, it shall notify the Union in writing, no later than the 7th day of the initial 7-day suspension. The first five (5) business days of such an investigation shall be unpaid. After the first five (5) business days Employees may use accruals to cover lost time. Employees shall be reimbursed for banks and/or lost time, as appropriate, pending the results of the investigation.

4. Within two (2) business days from the imposition of lost time discipline, the University shall provide to the Union a written notice of the imposition of such discipline. This provision shall not apply to probationary Employees.

5. When an Employee is ordered to leave his/her work for disciplinary reasons, the University will notify a Union representative and the Employee shall have the opportunity to consult with a Union representative for a period not to exceed fifteen (15) minutes at a place provided by the University before he/she leaves the premises. Such meeting will be without loss of pay to the representative. In the event that the only on duty representative is out of sector, then the Employee may meet with that representative at the representative’s assigned location as approved by the supervisor.

6. In the event that the Union desires to contest discipline imposed pursuant to this Article, the Union may elect to present such grievance initially at Step 3 of the grievance process.

ARTICLE XXIII
Grievance Procedure

1. Grievances as defined in this Agreement shall be settled in a four step procedure as follows:

   **Step 1:** Grievant shall notify the supervisor involved within five (5) business days from the date of a) the occurrence of the action being grieved, or b) the day on which Grievant becomes aware of the grievance or reasonably should have known of the action being grieved. Notice shall consist of a simple written statement indicating that a grievance exists and the nature of that grievance and the remedy requested (statement of action/remedy), and shall be dated and signed by the Grievant. The supervisor involved shall arrange to meet with Grievant and a Union
representative (if Grievant desires the presence of a Union representative) within five (5) business days from receipt of notice of grievance as provided above. The supervisor involved shall arrange a time and place for a Union representative to meet with Grievant for a reasonable time to discuss the grievance before the Step 1 meeting. The supervisor involved shall provide a written answer to Grievant within five (5) business days following this meeting with Grievant. No one present at Step 1 shall serve as designee at Step 2.

**Step 2:** If settlement satisfactory to Grievant is not provided at Step 1, Grievant may, within seven (7) business days from personal receipt of a Step 1 answer, submit written notice of grievance to the Director of Security Services Division together with a copy of his/her Step 1 statement of action/remedy and the reasons for dissatisfaction. The written grievance shall be signed by the Grievant and a Union representative. The Director or his/her designee shall arrange to meet with Grievant and a Union representative within ten (10) business days from the date of submission of Step 2 notice of grievance. The Director or his/her designee shall provide a written answer to Grievant within seven (7) business days from the Step 2 meeting. If the Director is also the supervisor involved in Step 1, Grievant shall bypass Step 2 and proceed directly to Step 3.

**Step 3:** If settlement satisfactory to Grievant is not provided at the previous step, Grievant may, within seven (7) business days from the date of personal receipt of answer from the Director, submit notice of grievance to the Director of Human Resources or his/her designee together with a copy of his/her Step 1 statement of action/remedy, Step 1 and 2 answers, the provision(s) of the Agreement that is (are) alleged to have been violated, and his/her reasons for dissatisfaction with the answer at the previous step. The written grievance will be signed by Grievant and a Union representative. The Director of Human Resources or his/her designee shall meet with Grievant and a Union representative within ten (10) business days from the date of submission of Step 3 statement. The Director of Human Resources or his/her designee shall provide a written answer to Grievant within ten (10) business days from the date of Step 3 meeting.

**Step 4:** If a settlement satisfactory to Grievant and/or the Union is not provided at Step 3, the grievance may be referred by the Union for arbitration within fifteen (15) business days from the date of receipt by the Grievant of the Step 3 answer.

The parties agree to submit the request for arbitration to the American Arbitration Association (AAA).

2. By mutual consent of the supervisor and the Grievant and with approval of the Director of Security Services Division, Step 1 of the grievance procedure may be waived. In such cases, the grievance will be submitted directly at Step 2 within seven (7) business days of the approval to waive Step 1.
3. All fees and expenses of the AAA, costs associated with the location of the hearing, and fees and expenses associated with the arbitrator shall be borne equally by the University and the Union.

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

5. Any grievance submitted prior to contract expiration of this agreement shall be processed and completed in accordance with the grievance procedures as set forth in this Article.

6. The arbitrator shall notify the University, the Grievant and the Union of his/her decision of a grievance referred to him/her for arbitration within thirty (30) days of the close of the record.

7. Failure on the part of the University to answer a grievance, or to meet the time limits imposed by this Article, at any step of the grievance procedure shall not be construed as settlement thereof. The management representative handling the grievance shall notify the Grievant or the Union, as the case may be, of any delay in responding and provide an alternative date by which an answer will be provided. If the Grievant chooses not to wait for the late answer or no response is provided during the normal time limits, he/she may proceed to the next step. If the Grievant accepts the alternative date and the University fails to respond within the extended time limit, the grievance will then be considered settled in the Grievant’s favor and the requested remedy as stated in the action/remedy statement shall be granted.

8. For the purposes of this Article, the term “Grievant” shall be defined as an Employee or a group of Employees or the Union or any combination thereof. A grievance presented by the Union or a group of Employees may be presented initially at Step 2.

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

10. The decision of an arbitrator shall be final, conclusive and binding upon all parties to this Agreement and the parties agree to abide by and comply with such decision.

11. Any disposition of a grievance from which no appeal is taken within the time limits specified herein, unless due to circumstances beyond the control of the Grievant, shall be considered resolved and shall not, thereafter, be considered subject to the grievance and arbitration provisions of this Agreement.

12. The University shall notify the Union of the date, time and place of Step 3 grievance meetings.

13. Grievant shall have the right to utilize the procedures and provisions of this Article free from interference and shall have the right to Union
representation at any and all steps of the grievance procedure as provided in this Article.

14. For the purpose of this Agreement, the term “settlement” shall refer to an agreement between the University and Grievant which resolves a grievance.

15. Any response to a grievance, the terms of which are unclear to the Grievant, shall be explained upon request of the Grievant, and such explanation shall be documented in writing to the Grievant.

16. In the event that the supervisor involved in a grievance is unavailable within the notice period to receive notice of grievance, the Grievant shall submit the grievance to the on-duty supervisor.

17. The University shall enforce, comply with and adhere to any settlement, as defined in this Article, which it may enter into with Grievant. No settlement, as defined in this Article, shall be inconsistent or contrary to the terms and conditions of this Agreement.

18. No award in a grievance concerning back wages may exceed the amount of wages the Employee would have otherwise earned. In no case will the University be liable for back wages prior to the execution date of the Agreement in which the action being grieved occurred.

ARTICLE XXIV
Separability

Nothing in this Agreement shall operate in contravention of any Federal or State law(s) or any other applicable ruling(s) or regulation(s), and if any provision of this Agreement shall be determined to be in violation of any such law(s), ruling(s), or regulation(s), the University and the Union agree that such provision shall be superseded by the appropriate provision of such law or regulation inasmuch as it applies. All other provisions of this Agreement shall continue in full force and effect for the duration of the Agreement.

The term “provision” shall refer to any phrase, statement or section which may be a part of any article of this Agreement.
ARTICLE XXV
Non-Discrimination

The University and the Union agree that, in accordance with applicable laws and regulations, they will not discriminate against or in favor of any Employee because of handicap, race, color, religion, sexual orientation, sex, age, national origin, creed, marital status, Vietnam era veteran and disabled veteran status.

ARTICLE XXVI
Notice

1. For the intents and purposes of any Article or Section of this Agreement, delivery or notification to any officer or representative of the University or the Union named in this Agreement by title or position shall be effective and deemed completed for the purposes of this Agreement at the time of any of the following actions:
   a) Personal service to the individual, his/her secretary, representative or nominee;
   b) Conspicuous place service at the office of the individual;
   c) Witnessed verbal communication; or
   d) Delivery of the item to be communicated into the custody of the United States Postal Service for delivery to the individual.

2. For the intents and purposes of any Article or Section of this Agreement, delivery or notification to the University or the Union shall be effective and deemed completed for the purpose of this Agreement at the time such delivery or notification is made to the Associate Vice President of Human Resources or the Chairman of the Executive Board of the Union, respectively, and such delivery or notification shall constitute effective delivery or notification to the University or the Union.

Address:

University: Charles J. Murphy
   Associate Vice President of University Human Resources
   University of Rochester
   P.O. Box 636
   260 Crittenden Boulevard
   Rochester, New York 14642

Union: Daniel Schermerhorn
   Chairperson of the Executive Board, URSOA
ARTICLE XXVII
Effective Date and Duration

1. This Agreement shall be in full force and effect from November 11, 2007, to and including November 8, 2009, and thereafter from year to year except as hereinafter provided.

2. At least ninety (90) days prior to November 8, 2009, or any subsequent annual expiration date, either party may notify the other, in writing, of its desire to negotiate a new Agreement. Unless such notice is given, this Agreement shall continue for an additional year upon the same terms.

3. If no new Agreement is arrived at by the expiration date, by mutual agreement of both parties this Agreement may continue in full force and effect until a new Agreement is reached.
The Union and the University have executed this Agreement on January 3, 2008.

For University of Rochester

Fay K. Norton, Manager of Labor Relations
Date: January 3, 2008

For University of Rochester Security Officers Association

Daniel Schermerhorn, Chairperson of the Executive Board, URSOA
Date: January 3, 2008
APPENDIX A
Classifications

<table>
<thead>
<tr>
<th>TITLE</th>
<th>POSITION CODE</th>
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<td>Security Officer II</td>
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APPENDIX B
WAGE SCHEDULE I

1. Effective November 11, 2007, the wage schedule should be as follows:

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Start Rate</th>
<th>Step 1 Rate *</th>
<th>Step 2 Rate **</th>
<th>Job Rate***</th>
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<tr>
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* Upon completion of one year in classification, or as provided in Article XV, Section 3, in case of promotions.

** Upon completion of two years in classification, or as provided in Article XV, Section 3, in case of promotions.

*** Upon completion of four years in classification, or as provided in Article XV, Section 3, in case of promotions.

2. Longevity

Those full-time Employees with ten (10) or more years of seniority will receive a lump sum longevity payment of $500 (gross) after October 15, 2008.

Those full-time Employees with five (5) or more years of seniority, but less than ten (10) years of seniority will receive a lump sum payment of $250 (gross) after October 15, 2008.

Part-time Employees will receive one-half the above listed dollar amounts.
WAGE SCHEDULE II

To reflect the market adjustment to the classifications within this bargaining unit as determined by management, the following table will be in effect July 1, 2008 (or the first day of the pay period in which July 1, 2008, falls).

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Start Rate</th>
<th>Step 1 Rate *</th>
<th>Step 2 Rate **</th>
<th>Job Rate ***</th>
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WAGE SCHEDULE III

1. Effective November 9, 2008, the wage schedule shall be as follows:

<table>
<thead>
<tr>
<th>Pay Grade</th>
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<th>Step 2 Rate **</th>
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</table>

* Upon completion of one year in classification, or as provided in Article XV, Section 3, in case of promotions.

**Upon completion of two years in classification, or as provided in Article XV, Section 3, in case of promotions.

***Upon completion of four years in classification, or as provided in Article XV, Section 3, in case of promotions.

2. Longevity

Those full-time Employees with ten (10) or more years of seniority will receive a lump sum longevity payment of $500 (gross) after October 15, 2009.

Those full-time Employees with five (5) or more years of seniority, but less than ten (10) years of seniority will receive a lump sum payment of $250 (gross) after October 15, 2009.

Part-time Employees will receive one-half the above listed dollar amounts.
Wage Schedule IV

To reflect the market adjustment to the classifications within this bargaining unit as determined by management, the following table will be in effect July 1, 2009 (or the first day of the pay period in which July 1, 2009, falls).

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<thead>
<tr>
<th>Pay Grade</th>
<th>Start Rate</th>
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<th>Step 2 Rate **</th>
<th>Job Rate***</th>
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APPENDIX C
Authorization for Dues

TO: UNIVERSITY OF ROCHESTER

You are hereby authorized and directed to deduct from my wages sums in the amounts and for the purposes indicated below and to remit all such deductions so made to the University of Rochester Security Officers Association in the manner and at the times and intervals provided in the collective bargaining Agreement for such deductions. You are hereby further authorized and directed to make such deductions in the manner specified below and in the collective bargaining Agreement. I authorize and direct the deduction of the following (I have checked those that apply):

______ Regular Dues for each biweekly pay period to be paid to maintain my membership in good standing according to the By-Laws of the University of Rochester Security Officers Association.

This authorization shall be irrevocable for one year or the length of this Agreement, whichever is less, and shall automatically renew itself from year to year unless the Employee revokes same in writing during any fifteen (15) day period prior to the termination date thereof.

This authorization is made pursuant to and in accordance with the provisions of Section 302(c) of the Labor Management Relations Act of 1947.

Name ________________________________
MEMORANDUM OF UNDERSTANDING

It is understood that when an Employee, upon his/her own initiative, submits a special report regarding circumstances or situations relating to security of the University, its facilities, students or staff, which he/she has observed, such report shall require a response by the primary recipient within thirty (30) days. Subsequent follow-up as to disposition may be provided when possible.

Additionally, Management policy will be changed to require an initial acknowledgment to special reports within ten (10) business days.

When the Chairman and/or Secretary of the Union wishes to communicate with the Division’s Director and/or the Assistant Director using the URSOA letterhead, the above time frames and conditions shall apply. The Union will indicate on the correspondence if a reply is required.

MEMORANDUM OF UNDERSTANDING
The University and the Union agree to meet informally to discuss problems or complaints of mutual concern. Such meetings will be convened as the need arises and upon the request of either party.

**MEMORANDUM OF UNDERSTANDING**

**Training Rate**

Employees who are required to perform field training duties will be paid a premium of $1.05 per hour for one trainee and $1.25 per hour for two or more trainees for time spent performing training duties. Such premium shall be paid on a biweekly basis. Also, Lead Officers shall only be paid the training rate for the Initial Field Training Program for new hires.

**MEMORANDUM OF UNDERSTANDING**

**Regarding TARs**

It is the expectation that a TAR will work a minimum of two (2) times per month, but no fewer than 24 times per year, when work is offered. Failure to meet these work frequency expectations may be grounds for termination.

TARs must indicate their work availability on a TAR Availability List which will be posted in the same manner as the volunteer list.

For the purposes of this Memorandum, TARs shall be comprised of former full-time Employees who had left the University in good standing and who wish to apply and are accepted by the Security Division to work on a TAR basis.

**MEMORANDUM OF UNDERSTANDING**

**Joint Training Advisory Committee**

It is agreed that a Joint Security/Union Training Advisory Committee will evaluate training/ideas/proposals to include, among other training related topics, those topics presented at these negotiations. Meetings are to be held a minimum of three meetings per calendar year or as needed. It is agreed that the first such meeting shall take place no later than April 1, 2008. Formal recommendations will be a standard agenda item at the URSOA/UR Administrative meetings.

**MEMORANDUM OF UNDERSTANDING**

**Posting of Openings**

The University and Employees recognize there are times when it is advantageous to post shift assignment openings in advance. It is also recognized that such a practice reduced to a contractual process is onerous and
a burden on Management. The parties agree that the posting of shift assignment openings is a viable approach to a short-term issue and agree that such postings are to be encouraged when general mandate situations are likely to occur. It is further agreed that this process is not subject to the grievance procedure.
SIDE LETTERS IN AGREEMENT BETWEEN
THE UNIVERSITY OF ROCHESTER AND UNIVERSITY OF ROCHESTER
SECURITY OFFICERS ASSOCIATION

1. Staffing at Memorial Art Gallery

The Union agrees that the University may continue to subcontract security at the MAG during the life of this Agreement.

2. Notice of Staffing Levels

The University recognizes the Union's concern regarding awareness of minimum staffing levels, which may affect the filling of assignments as provided in Article XIV (Unfilled Assignments). The University will provide notice to the Union and make Employees aware of standard minimum staffing levels. It is understood that such staffing levels are to be determined and/or modified at the University's discretion.

3. Side Letter to Article XIV (Unfilled Assignments)

Use of "qualified personnel" as provided in Article XIV shall be limited to special details or events or other responsibilities similar to current student assignments. It is not the intent of the University to unnecessarily delay filling of assignments, so as result in the need to use Article XIV, paragraph 2(B).

4. Incentives for Training and Certification

It is agreed that the University may establish incentives for specialized training or certification. The University will discuss its plans for such incentives with the Union prior to implementation, but the establishment and administration of such incentives shall be at the sole discretion of the University and shall not be subject to the Grievance Procedure of this Agreement.

5. Substance Abuse

The University and the Union agree that University employees, visitors, students and patients must be provided a safe and healthy environment, and that substance abuse in the workplace poses a threat to maintaining such an environment. Should the University establish and implement a University-wide for-cause drug program during the life of this Agreement, the University and the Union will meet to develop and establish mutually acceptable components of the program, prior to its implementation.
6. Special Hardship

The University and the Union agree to allow a “special hardship” for holdover mandate assignments under the following conditions:

- The “special hardship” will be for special circumstances due to child care or “exceptional family medical care situation”, when the Employee's primary and back up provider options are exhausted and no alternative exists;

- Two exemptions must already have been used for the shift, event or special detail per Article XIV, paragraph 11;

- The “special hardship” shall not be taken in lieu of an exemption unless the Employee has exhausted his exemptions;

- The Employee will be obligated to work a holdover mandate on his regularly assigned shift to make up the excused holdover;

- Employees who have claimed a “special hardship” will be placed on a list in the order the “special hardships” were granted;

- When a holdover mandate is necessary, the scheduling supervisor shall first consult the above list before consulting the Mandate List;

- An Employee shall not invoke a “special hardship” until the excused holdover is made up.

The provisions of this side letter do not extend “child care” in general as an acceptable reason for claiming a hardship.

7. Security Officer II Positions

The Division periodically reviews the need for Security Officer II positions in order to meet program objectives. In order for Employees to prepare for Security Officer II positions, the Division will inform them through the “Briefing Manual” about the typical criteria used in determining qualifications. Positions will be filled in accordance with Article XI, paragraph 3.

8. Time Between Shifts

An Employee who works beyond the regular ending time of a shift and who has less than seven (7) hours before the beginning of his next scheduled shift, may request to report late for the next shift. Approval of the request is at the discretion of the on-duty O.I.C. The time the Employee is to report to
work must be established by mutual agreement, but is not to exceed the length of time the Employee worked beyond the end of the shift.

9. Drug and Alcohol Testing

The University is committed to providing a safe, healthy and productive work environment for all employees. Employees who are hired or rehired into the Security Division will be required to participate in the University’s Pre-Placement Drug and Alcohol Testing Policy. This policy requires that all offers 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 University’s policy.

If the applicant 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 tests positive for the drug test, the physician of record will notify Employment Services. Employment will then contact the candidate and rescind the offer. If the offer is rescinded due to a positive drug test, the candidate may reapply for employment at any time. The individual will, however, be required to provide written verification that he/she is enrolled in or successfully completed a rehabilitation program.

If the applicant tests positive for the alcohol test, the physician of record in conjunction with Employment Services will determine whether the candidate can perform the essential duties of the position with or without accommodation. The final decision regarding employment or rescinding the offer will be made in consultation with the Employment Services Representative. Should the candidate test positive for alcohol and have the offer rescinded, he/she may reapply for other positions. Offers will be subject to a new drug and alcohol test with the results subject to the same review.

The ability to reapply does not establish an obligation to hire or rehire a candidate.
10. O.I.C. Files

OIC files are considered working files and are not subject to review by Employees. The contents shall not be used for background checks or performance evaluations.

11. Information Technology Committee

It is understood between the Union and the University that the Division is reviewing information technologies to fully implement their capabilities. The University and Union agree to form a joint committee comprised of three members from the URSOA and three members selected by the University to discuss and review issues surrounding information technology. It is agreed that the first such meeting shall take place no later than April 1, 2008 and at least quarterly thereafter. The URSOA secretary shall coordinate a mutually agreeable date.

12. URSOA/UR Administrative Meetings

During the term of this Agreement, the University and the Union agree t meet no less than once every four (4) months to discuss questions or concerns related to contract administration, its interpretation, operational practices, and receive status updates from the Joint Training Advisory Committee and review proposals from the Joint Training Advisory Committee. It is agreed that the first such meeting shall take place no later than May 1, 2008. The University will be represented by the Director of Security. The Associate Vice President of Facilities and Services and Labor Relations will be kept apprised of the outcome of the meeting, and may be invited as guests. The Union will be represented by the URSOA Chair or designee. Either party may invite additional participants depending on the subject(s) of the meeting and will notify the other party of the intent to do so.

The Parties will exchange proposed agenda items no less than five business days prior to the date of the meeting. Meetings may be cancelled and rescheduled by mutual agreement.

13. Mary Russello

During the term of this agreement, Mary Russello shall remain in her current assignment so long as she can perform the essential functions of that assignment with or without reasonable accommodation. In the event Officer Russello is unable to perform the essential functions of that assignment, the University shall provide Officer Russello with an assignment at the same wages and benefits of employment commensurate with her qualifications, training and experience.
14. Scheduling Pilot

The University shall temporarily change, on a six month trial basis, the scheduling of officers to a seven week rotation schedule, as introduced and described by the URSOA at these negotiations. It is understood that exempted from this rotation are all fixed days schedules or part-time schedules based on operation need. The parties agree to meet no later than five months after implementation to determine whether to continue this rotation. Should management determine a negative impact to University operations this rotation may be discontinued.