

# **AGREEMENT**

between

**The Pennsylvania State  
University**

and

**Teamsters Local Union  
No. 8**



**L U 8**

**for the period**

**July 1, 2014 through June 30, 2017**

## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
I	Recognition .....	5
II	Security .....	10
III	Checkoff .....	12
IV	Strikes and Lockouts .....	13
V	Management Rights .....	14
VI	Discipline and Discharge .....	16
VII	Tardiness .....	19
VIII	Grievance Procedure .....	19
IX	Seniority .....	25
X	Layoff .....	33
XI	Recall .....	40
XII	Job Vacancies .....	43
XIII	Leave of Absence .....	49
XIV	Leave of Absence for Union Business .....	60
XV	Wages .....	61
XVI	Shift Premium .....	64
XVII	Overtime .....	65
XVIII	Temporary Transfer .....	69
XIX	Work Schedules .....	72
XX	Job Information .....	77
XXI	Reclassification of a Job Into or Out of the Bargaining Unit .....	78
XXII	Contracting Out Work .....	79
XXIII	Nondiscrimination .....	80
XXIV	Vacations .....	80
XXV	Holidays .....	84
XXVI	Sick Leave .....	88
XXVII	On-the-Job Injury or Illness .....	94

XXVIII	Other Paid Time Off .....	99
XXIX	Health Care Insurance .....	103
XXX	Life Insurance .....	108
XXXI	Accidental Death and Dismemberment Insurance .....	111
XXXII	Benefits Into Retirement .....	111
XXXIII	Pension .....	114
XXXIV	Notice of Termination of Employment .....	114
XXXV	Safety and Health Conditions .....	114
XXXVI	Educational Privileges .....	116
XXXVII	Employees Holding Public Office..	116
XXXVIII	Stewards .....	117
XXXIX	Union Activities .....	120
XL	Employee Work Unit Personnel Files .....	121
XLI	Agreement Subject to Applicable Law .....	122
XLII	Term of Agreement .....	123
	Appendices (Additional Agreements) .....	129
	(Salary Schedule) .....	156
	Index .....	161

## **AGREEMENT**

This agreement made as of the first day of July 2014, by and between THE PENNSYLVANIA STATE UNIVERSITY (hereinafter referred to as the “University”),

**AND**

TEAMSTERS LOCAL UNION NO. 8, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, REPRESENTING THE SCHOLASTIC TECHNICAL SERVICE EMPLOYEES OF THE PENNSYLVANIA STATE UNIVERSITY (hereinafter referred to as the “Union”).

**WITNESSETH:**

## **ARTICLE I — RECOGNITION**

**(See also Additional Agreement  
1 on pages 129-130.)**

**1.1** For the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment, the University recognizes the Union as the exclusive bargaining representative of its regular technical-service employees in the bargaining unit composed of all such employees wherever employed by the University in the Commonwealth of Pennsylvania, except that at all locations other than University Park campus, guards employed to enforce against employees, and other persons, rules to protect the property of the University or to protect the safety of persons on the University's premises shall be excluded from the bargaining unit. Guards and other security employees located at the University Park campus are included in the bargaining unit under the provisions of Article IX, Section 904 of the Pennsylvania Public Employee Relations Act, which permits voluntary bargaining on matters inconsistent with said Act if such matter was provided for in a collective bargaining agreement in existence on January 1, 1970. In the event of any strike by technical-service employees, guards and other security personnel shall continue to perform assigned duties, including the enforcement against employees and other persons of laws or rules to protect the property of the University and the safety of persons on University premises.

**1.2** The bargaining unit shall not include any employees working in an executive, administrative,

academic, supervisory, professional, semi-professional, or clerical capacity, domestics in the residence of the University's President, or student employees as defined below. The University and the Union recognize the need for the University to provide financial assistance including employment of all types for its students employed while attending school, between semesters, or between school years. In addition, nonregular employees (non-students) as hereinafter defined shall not be in the bargaining unit.

### **1.3 Definitions**

(a) A regular employee is one who has completed the probationary period and who was or is hired into a regular job following a job announcement.

(b) A regular job is one that consists of thirty (30) hours or more of work each week and which is intended to last twenty (20) consecutive weeks or longer. If it is determined that nonregular employees have worked on a job thirty (30) hours or more each week for twenty (20) weeks within a thirty (30) calendar week period, the University shall either provide written notification to the Union that the job is intended to continue for no more than eight (8) additional consecutive weeks or the job shall be made regular and filled in accordance with the provisions of Article XII — Job Vacancies.

(c) A nonregular employee (wage payroll) is one who works twenty (20) hours or less a week or who is hired into a job which is intended to last twenty (20) consecutive weeks or less. No such nonregular employee, not including students as hereinafter defined, shall be hired in a work area, if there are

qualified regular employees on layoff in the work unit who express interest in and are available to perform the work. The University shall not establish any additional positions that are intended to last in excess of twenty (20) consecutive weeks of more than twenty (20) hours or less than thirty (30) hours per week, or refill any existing positions consisting of such hours as they become vacant.

(d) A student employee is a full-time (as determined by University educational policy) student employed to work twenty (20) hours or less a week. A student employee may work in a work area more than twenty (20) hours a week between semesters and school years, provided that there are no qualified regular employees on layoff from the work unit who express interest in and are available to perform the work. In addition, a student employee may work up to thirty (30) hours in a week in Transportation, University Police, Bryce Jordan Center, Palmer Museum, and Penn State Hospitality Services, where special events on campus require hours of work by trained student assistants in excess of the twenty (20) hour limitation per student, provided there are no qualified regular employees on layoff from the work unit who express interest in and are available to perform the work. Special events include concerts, athletic events, cultural events, University social events, student charity events, large meetings and conferences, etc. Also, a student employee in Campus Catering may work up to thirty (30) hours a week during the peak periods August 15 through December 15 and March 15 through May 5 each year, provided there are no qualified regular employees on

layoff from the work unit who express interest in and are available to perform the work. The number of student employees employed in a work unit during any semester or summer session may not exceed the number of student employees employed in that work unit for the same semester or summer session the preceding year, if there are qualified regular employees on layoff from the work unit who express interest in and are available to perform the work. With respect to each student employee, the University shall provide to the Union the following information every four (4) pay periods: partial social security number identifier, work unit in which employed or formerly employed, dates of pay periods worked and the total number of hours worked per pay period. If there are qualified regular employees on layoff from a work unit who express interest in and are available to perform the work, the University shall provide to the Union the total number of student employees employed in such work unit during such semester or summer session and the total number of student employees employed in such work unit for the same semester or summer session the preceding year, within two (2) weeks of the University's receipt of the Union's written request therefor.

A job performed by a student as a formal and integral part of the student's educational program, or a job which is established under a program of student aid or work study and which is dependent in whole or in part on funding provided by an outside agency and specifically designated for such program, shall not be limited by the provisions of this subsection (d), if the job does not result in the displacement of bargaining

unit employees.

(e) Whenever any words are used in this Agreement in the masculine gender, they shall be construed also as though they were used in the feminine gender in all situations where they would so apply.

**1.4** Where practicable with the University's work requirements, the University shall combine duties performed by nonregular employees (non-students) under the purview of a supervisor in order to create regular jobs.

If the Union has reason to believe that in a specified work area the University has nonregular employees (non-students) that perform duties that could be combined to create a regular job, the University shall review the matter and create a regular job, if in its judgment it is practicable with its work requirements.

**1.5** With respect to each nonregular employee, the University shall provide to the Union the following information every four (4) pay periods: name, University identification number, work unit in which employed or formerly employed, dates of pay periods worked and total number of hours worked per pay period. In addition, the University shall provide to the Union the following lists every four (4) pay periods: temporary nonemployee workers employed during the quarter; employees employed through the Opportunity Network for Employment; students who dropped from full-time to less-than-full-time student status; dual role employees in Penn State Hospitality Services; nonregular, nonstudent wage payroll employees filling in for full-time employees on leaves of absence; nonregular, nonstudent wage payroll employees filling in for twenty (20) weeks

or more for full-time employees temporarily transferred to another assignment; and names of the areas to which the budget numbers shown on the every four (4) pay period submission of information apply. If the Union has reason to believe the information provided by the University establishes a violation of Sections 1.3(b) or (c), it shall so notify the University in writing within thirty (30) calendar days of receipt of the information. In this notification the Union will articulate the specific factual basis for its belief that a violation exists. The University shall review the matter and respond to the Union indicating the University's findings within sixty (60) calendar days of receipt of the Union's inquiry.

## **ARTICLE II — SECURITY**

**2.1** Membership in the Union is not compulsory. Employees have a right to join, not join, maintain or drop their membership in the local Union as they see fit subject to other provisions of this article. Neither party shall exert any pressure on nor discriminate against an employee in regards to such matter.

**2.2** With respect to employees located at the University Park campus and its immediate environs, including the Research Park, all employees in the bargaining unit on or subsequent to the effective date of this Agreement shall during the term of this Agreement be required to pay to the Union as a condition of employment amounts equal to the Union's regular initiation fees and periodic dues. The obligation to pay such amounts begins on the first of the month following the completion of the probationary

period. In the event this provision for Union security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the University from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the University by virtue of this provision.

**2.3** With respect to employees at locations other than University Park and its immediate environs, the following shall apply:

(a) all employees who, at time of the execution of this Agreement, are members of the Union in good standing in accordance with its constitution and bylaws or who may thereafter become members shall, as a condition of employment remain members of the Union for the duration of this Agreement, except that any such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

(b) all employees who are not members of the Union shall have deductions from wages for a fair share fee beginning the first of the month following the completion of the probationary period. The fair share fee is taken and remitted to the Union in accordance with Pennsylvania Act No. 84 of 1988 as a percentage of regular Union dues defined each year by the Union. Fair share fee deductions shall be made on the same schedule as Union dues deductions and remitted by the University to the Union with amounts remitted under Section 3.2 of Article III. In the event this provision for fair share fee shall be declared to be invalid by any tribunal of competent jurisdiction, or

the Union fails to comply with its obligations under the Act, the Union shall indemnify and hold harmless the University from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the University by virtue of this provision.

**2.4** (a) With respect to employees located at the University Park campus and its immediate environs, the University shall inform the employees at the time of hire of the existence of this Agreement and the obligation to pay to the Union as a condition of employment amounts equal to the Union's regular initiation fees and periodic dues.

(b) With respect to employees at locations other than University Park and its immediate environs, the University shall inform the employees at the time of hire of the existence of this Agreement and the obligation of members of the Union to pay to the Union the Union's regular initiation fees and periodic dues, or of nonmembers to have the fair share fee deduction as a condition of employment.

(c) The University shall notify the Union after the completion of the probationary period of the name and address of each employee so hired.

**ARTICLE III — CHECKOFF**  
**(See also Additional Agreements**  
**2 & 3 on page 130.)**

**3.1** The University agrees to deduct amounts equal to the Union's regular dues and initiation fees from the wages of all regular employees covered by this Agreement who authorize the University in writing

to make such deductions. Such checkoff authorization may be cancelled by an employee only in writing during a period of fifteen (15) days prior to the expiration of this Agreement.

**3.2** The University shall remit monthly to the Secretary-Treasurer of the Union the amounts deducted in accordance with the provisions hereof accompanied by a list of the names, social security numbers and computer printout page number of the employees for whom such deductions were made.

## **ARTICLE IV — STRIKES AND LOCKOUTS**

**4.1** There shall be no strikes, slowdowns or cessation of work by the employees or lockouts by the University during the term of this Agreement.

**4.2** The Union shall not authorize or ratify any strikes, work stoppages, slowdowns, interruptions of operations or picketing at the University. Should any employee engage in such conduct without Union authorization or ratification the Union's sole obligation shall be to endeavor within twenty-four (24) hours after receipt of written notice thereof from the University to bring about a cessation of such conduct. Employees who have engaged in such conduct shall be subject to discharge and/or other discipline.

**4.3** The University shall not order, authorize, or ratify a lockout during the life of this Agreement. Should any lockout occur, the University, in good faith, shall endeavor within twenty-four (24) hours after receipt of written notice thereof from the Union to terminate the lockout and reinstate the employees, with no loss of pay or any other benefit.

**4.4** An employee who refuses to cross a picket line shall be subject to the terms of Section 1101 of Article XI of The Public Employee Relations Act of Pennsylvania (Act 195), except that the University agrees that it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon the property of any employer not subject to the provisions of The Public Employee Relations Act involved in a primary labor dispute or refuses to go through or work behind any primary picket lines set up at the property of any such other employer's place of business.

**ARTICLE V — MANAGEMENT RIGHTS**  
**(See also Additional Agreement**  
**4 on page 130.)**

**5.1** The Union agrees that except for limitations of other provisions of this Agreement, expressed or implied, there are functions, powers, responsibilities and authorities belonging solely to the University prominent among which, but by no means wholly inclusive are: the hiring of employees; the direction of the working force; the establishment and enforcement of work rules; the determination of the number of men or women to be employed or retained in employment; the employment of students; the scheduling of overtime and the determination of the amount of overtime required; the establishment and maintenance of standards of quality and performance; the determination of employee competency; the maintenance of discipline; the determination of the work to be performed; the determination of the physical layout, machines,

tools and equipment to be used in the operation of the University; the determination of operation schedules; the determination of the number of shifts to be worked; the determination of the duties to be included in any job; the elimination, change or consolidation of jobs, departments, or subdivisions thereof; the reduction of the work force because of lack of work or administrative reasons; and the suspension, demotion or discharge of employees for just cause. The University shall meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by the Union. The University agrees that in the exercise of its functions, powers, responsibilities and authorities, including but by no means wholly inclusive the establishment and enforcement of work rules, it shall take no action which is arbitrary or capricious or as a device to denude the bargaining unit or for the purpose of undermining the Union. The University further agrees that a grievance may be filed in accordance with the grievance procedure to determine whether action taken by the University violates this Agreement or was arbitrary or capricious, or as a device to denude the bargaining unit or for the purpose of undermining the Union.

## **5.2 Supervisory Functions**

No supervisor shall perform bargaining unit work except and to the extent that such work is a part of his normal duties, or for the purpose of instruction and demonstration, or if qualified members of the bargaining unit are not readily available, or if an emergency or critical problem exists. An emergency

or critical problem shall be defined to mean that immediate performance of work is required (a) to preserve life or property, or (b) to protect against damage to material or process.

The University will investigate all complaints of violations of this Section brought to its attention by the Union; if upon investigation the University determines that a supervisor has performed bargaining unit work in violation of this Section it will take appropriate action, including a cease and desist directive, to meet its commitment under this Section without requiring the Union to utilize the grievance and arbitration procedure. In the event that the University determines that a violation exists, but the action taken by the University does not, in the judgment of the Union, cause the violation to cease, or in the event the Union disagrees with the University's determination that no violation exists, the matter may be grieved at the second step of the grievance procedure. If the matter is referred to arbitration, and the arbitrator decides in favor of the Union, the arbitrator shall have the authority to issue a cease and desist order and to require the University to pay all or a part of the Union's share of the arbitrator's costs.

## **ARTICLE VI — DISCIPLINE AND DISCHARGE**

**(See also Additional Agreement  
5 on page 131.)**

**6.1** The University shall have the right to discipline or summarily discharge an employee for just cause. The employee disciplined or discharged may

file a grievance if filed within three (3) work days of the discipline or discharge. In the event of discharge, the grievance shall be heard at the Second Step of the grievance procedure.

## **6.2 Warning Letters**

The University may issue a letter of discipline (warning letter) to an employee in accordance with the following procedure:

(a) A meeting between the employee and the supervisor shall be held as soon as practicable. The employee's steward or alternate steward shall be present at the meeting unless the employee objects at the beginning of the meeting. At this initial meeting, the supervisor shall inform the employee that it is a disciplinary meeting and:

(1) if the facts warrant, that the employee is failing to meet acceptable standards of performance and that a warning letter will be issued; or

(2) that following an investigation of no more than seven (7) work days, a decision of whether to issue a warning letter will be made.

(b) The supervisor shall have three (3) work days after the decision to issue a warning letter informing the employee of the date of the meeting(s) above mentioned, and the manner in which the employee is failing to meet acceptable standards of performance. Except in cases of a third warning letter, the warning letter also shall inform the employee what is expected to meet acceptable standards of performance and that dismissal will result if such standards are not met. A copy of the warning letter shall be provided to the Manager of Employee Relations.

(c) A warning letter is active for a twelve (12) month period following the date of issue. An employee with three (3) active warning letters will be discharged. A warning letter issued to an employee which has been on file for a period of more than twelve (12) months following the date of the letter shall not be used in considering the employee for promotion or transfer.

### **6.3 Discharge**

Discharge of an employee shall be on recommendation of the supervisor to the Dean or other appropriate administrative officer of the work unit.

In the event of summary discharge or discharge as the result of a third warning letter, the supervisor shall not take action to discharge the employee either summarily or upon a third warning letter without the prior approval of the Dean, or other appropriate administrative officer, and the Manager of Employee Relations. At the time of discharge, the employee shall be notified that employment is terminated effective immediately. A third warning letter or summary discharge letter shall be given to the employee or mailed to the employee's last known address. A summary discharge letter shall include the reason for the discharge.

**6.4** The University shall notify the Union of any discharge and submit to the Union a copy of any warning letter or discharge letter given or mailed to an employee. If discharge is based on a third warning letter, the University also shall submit copies of the other two (2) warning letters involved.

## **ARTICLE VII — TARDINESS**

**7.1** Tardiness is subject to disciplinary action. In any case, the employee will receive a salary deduction for time lost because of tardiness as follows:

(a) Less than eighteen (18) minutes in any one day — no salary deduction.

(b) Eighteen (18) minutes or more in any one day — salary deduction will be made starting from the beginning of the time missed and calculated as described in Section 7.2.

**7.2** Short absences are charged in units of one-tenth of an hour (six minutes). Fractional parts of a unit are not counted.

## **ARTICLE VIII — GRIEVANCE PROCEDURE**

**(See also Additional Agreement  
6 on page 131.)**

**8.1** All disputes concerning the operation or interpretation of this Agreement shall be settled in accordance with the grievance procedure. If a grievance is once settled at any stage of the grievance procedure, it shall be considered closed.

### **8.2 Computing Time Limits**

Saturdays, Sundays and holidays shall not be applied in computing time limits under this Article, nor shall the normal work days off of the grievant employee or his immediate supervisor apply in computing the time limits of this Article. All time limits may be extended solely by agreement of the parties in writing. If the party against which a grievance is filed fails to comply with any such time limit or extension

thereof, the grievance may be appealed to the next step at the expiration of such time limit.

### **8.3 Job Evaluation Grievance**

(a) If substantial changes are made in the regular duties and requirements of a job, either party may propose a revision of the job grade for that job. If there is a dispute between the Union and the University regarding the proposed job grade, such dispute shall be handled through the grievance procedure, except that the matter shall be reviewed initially by the Employee Relations Division on behalf of the University. If the dispute continues following such review, the matter shall be handled through the grievance procedure and heard at the Second Step by the Manager of Employee Relations or his designee. If the University intends to revise the description while a job is in dispute, prior to making such change the University will discuss the change with the Union.

(b) If the University creates a new job within the bargaining unit, it shall give to the Union the job title, job description together with the degree assigned to each factor in the evaluation and the job grade prior to assignment of an employee to the job. In the event the Union disputes the job grade, the University shall nevertheless have the right to assign an employee to that job in its job grade and such dispute shall be handled in accordance with the grievance procedure, starting at the Second Step.

(c) In an arbitration hearing concerning the questions of substantial change and the grade of a job, the hearing shall be processed in two steps. In the first step the arbitrator will be asked to rule as to whether

or not there has been substantial change in the job. If the arbitrator determines that substantial change has occurred, he shall then also rule on the grade of the job. If the arbitrator determines that substantial change has not occurred, he shall not rule on the grade of the job. If the arbitrator's decision results in a change in the grade of the job, the arbitrator's decision shall be retroactive to the date the grievance was filed.

#### **8.4 Safety Grievance**

A grievance concerning safety shall be discussed by the employee with the employee's supervisor. If the employee is not satisfied with the explanation or action taken by the supervisor, the grievance shall proceed to the Second Step of the grievance procedure.

#### **8.5 Grievance Procedure**

The grievance procedure shall be as follows:

**FIRST STEP:** The employee shall present his grievance **orally** to his immediate supervisor, with or without the presence of the shop steward at the employee's discretion. The grievance must be presented within three (3) days after the employee becomes aware of or should have become aware of the circumstances of which he grieves. The answer of the immediate supervisor shall be given to the employee within three (3) days after the grievance is presented.

**SECOND STEP:** If the grievance is not settled at the First Step, the grievance must be put in writing describing the subject matter thereof, within three (3) days after the First Step answer and two (2) copies of same must be given to the employee's immediate

supervisor and one (1) copy must be given to the Union. A request to schedule the grievance at the Second Step must be made in writing by an authorized Union representative to the Manager of Employee Relations. Paid representatives of the Union, the steward if invited by the employee, the employee [or up to three (3) employees within an aggrieved group for a group grievance] shall meet after such request with the Manager of Employee Relations, or his designee, and such other University representatives as are appropriate. The goal of the parties will be to hold the Second Step meeting within ninety (90) calendar days of the request for scheduling. The University and Union representatives may invite such person or persons as are intended to present testimony in the hearing at the Second or Third Steps subject to the provisions of Section 8.14 in order to ascertain the facts and/or resolve the dispute. The University shall provide a decision in writing within ten (10) days to the Union, with copies to the employee (or group representatives in a group grievance), and the appropriate steward. After consideration of such decision, further such meetings may be held by mutual agreement. A grievance of the University or a grievance of the Union shall be initiated upon written request at the Second Step of the grievance procedure.

**THIRD STEP:** If the grievance is not settled at the Second Step, the Union or the University has a right to request arbitration by giving notice to the other in writing within forty-five (45) days of the date of the answer at the Second Step.

## **8.6 Selection of Arbitrator**

(a) If arbitration is requested, the parties shall attempt to mutually agree on an arbitrator. If such agreement cannot be reached, the Federal Mediation and Conciliation Service will be requested to send a list of seven (7) suggested arbitrators. The parties shall select the arbitrator from such list by each party alternately removing one name from the list until one name remains.

(b) The Union will notify the arbitrator in writing, with a copy to the Manager of Employee Relations, of his selection and request that the arbitrator provide available dates for the hearing from 91 to 180 calendar days in the future. The goal of the parties will be to arbitrate the grievance within six (6) months of the date of the Second Step answer.

(c) In the case of job evaluation grievances, the parties agree to select a single arbitrator mutually agreeable to both parties, who will rule on all such grievances submitted to arbitration during the first year of this Agreement. The arbitrator selected shall be experienced in matters relating to job classification and evaluation and familiar with job rating plans of the type then currently in effect at the University, and the arbitrator selected by the parties shall make a decision based upon the principles of the job rating plan then currently in effect at the University.

If after each year of this Agreement the parties do not agree to either (1) continue with the same single arbitrator for another year or (2) select a different single arbitrator for another year, the parties shall select arbitrators for job evaluation grievances in the

same manner as for general grievances, except that the arbitrators selected shall be from a list of arbitrators experienced in job evaluation as stated above.

### **8.7 Arbitrator's Decision**

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and argument. Compliance with the decision of the arbitrator shall be made at the earliest reasonable opportunity thereafter.

### **8.8 Arbitration Expenses**

The expenses for the service of the arbitrator shall be borne equally by the University and the Union. Stenographic service may be employed in connection with the arbitration at the discretion of either party at its expense. If the parties mutually agree upon stenographic service, the expenses therefore shall be borne equally by the University and the Union.

**8.9** There shall be no right to obtain and no arbitrator shall have any power to award or determine any change in, modification, or addition to, or subtraction from, any of the terms of this Agreement. Provided, however, nothing herein contained shall be deemed to limit the right of an arbitrator to interpret the terms of this Agreement and clarify apparent inconsistencies therein.

**8.10** In a discharge case, the arbitrator shall have the authority to sustain the discharge, or if he finds that the discharge was not proper, he shall have authority to order reinstatement and compensation for time lost in whole or in part, or to find that the

penalty imposed upon the employee was too severe and award a less severe penalty.

**8.11** Any provision of the grievance procedure may be waived by agreement of the parties in writing.

**8.12** Special meetings may be arranged by agreement of the parties. International representatives, if requested by the Local Union, may participate in such special meetings. The party requesting the special meeting shall notify the other party in writing of the subject to be discussed.

**8.13** The parties shall have the right to pursue any appropriate remedy, including the right to initiate a suit in Court in the event of a breach of the Article of this Agreement concerning Strikes and Lockouts without submission to the grievance and arbitration procedures of this Article or in the event of the failure to abide by an arbitrator's award. As soon as the offended party learns of a breach of the Article of this Agreement concerning Strikes and Lockouts, such party shall immediately notify the other party of such breach in order that both parties may endeavor to remedy the situation.

**8.14** Employees attending proceedings pursuant to the provisions of this Article as grievants or official Union representatives or witnesses shall be reimbursed at their normal rates of pay for any normal work time missed for such proceedings.

## **ARTICLE IX — SENIORITY**

**9.1** Employees shall accrue two kinds of seniority as follows: (a) bargaining unit seniority and (b) work unit seniority.

If more than one employee has the same bargaining unit seniority date, the seniority as between such employees shall be determined by chance by the employees in the presence of a Union representative and a member of management. However, if more than one employee has the same work unit seniority date, then bargaining unit seniority shall be the next criterion to determine work unit seniority; provided, however, a work unit seniority order determined by chance prior to this Agreement shall continue in effect until such employee changes to a different job title or work unit.

### **9.2 Bargaining Unit Seniority Defined**

Bargaining unit seniority is all continuous regular service in the bargaining unit from the first day of regular employment in the bargaining unit including periods of layoff and leave of absence without pay.

### **9.3 Work Unit Seniority Defined**

Work unit seniority is all continuous regular service in the work unit from the first day of regular employment in the work unit, including periods of layoff or leave of absence without pay. Work unit seniority is lost upon the permanent transfer by an employee out of his work unit. (See Article XXXVIII, Section 38.6 regarding superseniority for Stewards.)

The work units at the University are:

1. Penn State Abington
2. Academic Colleges (each separately)
3. Airport Operations
4. Penn State Altoona Housing and Food Services
5. Penn State Altoona, except Housing and Food Services

6. Applied Research Laboratory
7. Auxiliary Recreation Services
8. Penn State Beaver Housing and Food Services
9. Penn State Beaver, except Housing and Food Services
10. Penn State Berks Housing and Food Services
11. Penn State Berks, except Housing and Food Services
12. Bryce Jordan Center
13. Café Laura
14. Penn State Delaware County
15. Dickinson School of Law
16. Division of Undergraduate Studies
17. Penn State DuBois
18. Electro-Optics Center
19. Penn State Erie, The Behrend College Housing and Food Services
20. Penn State Erie, The Behrend College, except Housing and Food Services
21. Penn State Fayette, The Eberly Campus
22. Field Stations (each separately)
23. Food Production and Distribution
24. Campus Catering
25. Food Service Dining Commons
26. Penn State Great Valley
27. Penn State Harrisburg Housing and Food Services
28. Penn State Harrisburg, except Housing and Food Services
29. Penn State Hazleton Housing and Food Services

30. Penn State Hazleton, except Housing and Food Services
31. Housing
32. Housing and Food Services Maintenance Services
33. HUB Dining
34. Intercollegiate Athletics
35. Penn State Greater Allegheny Housing and Food Services
36. Penn State Greater Allegheny, except Housing and Food Services
37. Penn State Lehigh Valley
38. Penn State Mont Alto Housing and Food Services
39. Penn State Mont Alto, except Housing and Food Services
40. Navigation Research and Development Center
41. Penn State New Kensington
42. Office of Business Services
43. Office of Physical Plant
44. Outreach
45. Penn State Hospitality Services
46. Penn State Schuylkill Housing and Food Services
47. Penn State Schuylkill, except Housing and Food Services
48. Penn State Shenango
49. Student Activities
50. The College of Medicine (Hershey)
51. University Health Services at Ritenour Building
52. University Libraries

53. University Police
54. Vice President for Research
55. Weis Research Center
56. Penn State Wilkes-Barre
57. Penn State Worthington Scranton
58. Penn State York

#### **9.4 Probationary Employee**

A newly hired employee on a regular job shall have no seniority or other benefit rights for the first ninety (90) calendar days of employment, except that the employee shall have the retirement and insurance coverages provided in this Agreement and shall accumulate vacation and sick leave allowance in accordance with this Agreement but shall not be permitted to use such vacation and sick leave until the completion of the ninety (90) day probationary period. During this ninety (90) day probationary period, the employee shall be considered as a probationary employee and during said period the University may discharge such probationary employee without being subject to Article VI — Discipline and Discharge and Article VIII — Grievance Procedure.

In the event the employment of any newly hired employee on a regular job is continued beyond ninety (90) days, such employee shall be immediately classified as a regular employee and the employee's seniority shall date back to the date on which the employee was hired.

In the event a new employee changes or is transferred to a new job title with a different supervisor during the probationary period, such employee must serve a new probationary period in the new job before

the employee will be classified as a regular employee.

In the event a probationary employee is laid off, time spent during layoff shall not count toward the ninety (90) calendar days. However, time spent in the probationary period prior to layoff will count toward completion of the probationary period provided the employee is recalled in the same job title within 120 calendar days of the date of layoff.

### **9.5 Bargaining Unit Seniority**

Bargaining unit seniority shall be applicable in determining the following employee rights:

(a) To award a job to an employee as a result of the job bidding procedure as provided in the Article entitled "Job Vacancies" provided that the other requirements of said Article are satisfied;

(b) To determine the amount of layoff prior to termination of employment;

(c) To determine the order of layoff in accordance with the provisions of this Agreement concerning layoff;

(d) To determine the order of recall in accordance with the provisions of this Agreement concerning recall.

### **9.6 Work Unit Seniority**

Work unit seniority shall be applicable in determining the following employee rights:

(a) To assign overtime work among employees in accordance with the overtime provisions of this Agreement.

(b) To determine vacation schedules from among the times made available by the University in accordance with the provisions of this Agreement concern-

ing vacations.

(c) To determine the regular assignment of days on and days off and/or shifts where employees with the same job title within a work area or work group have work schedules providing for a variety of days on and days off and/or a variety of shifts in accordance with the following:

An employee in such an area or group, who wants to request a change in days off, and/or shift in that area or group, shall indicate a preference in writing to the supervisor during March each year. In fulfilling such requests, supervisors shall put the new schedules into effect for the next following fall semester.

In determining the assignment of days on and days off and/or shifts, work unit seniority shall not be applicable:

- (1) Where an employee requests two (2) weeks in advance a change of schedule because the employee is a member of the Armed Forces Reserve or National Guard and is required to report for a drill session of two days' duration or less, or
- (2) Where the assignment of work schedules in accordance with work unit seniority would result either in the payment of overtime or less days of work for the employee with such work unit seniority.

(d) To determine the assignment of a shift in accordance with Sections 19.1(c) and (e).

**9.7** The parties mutually recognize that the employee with the greatest seniority may not be capable or qualified. The University shall, however, give employees with the greatest seniority first con-

sideration. The determination of the qualifications of any employee in all circumstances rests with the University subject to the grievance procedure.

### **9.8 Termination of Seniority and Employment**

Seniority and employment shall be terminated for any of the following reasons:

(a) Where an employee quits.

(b) Where an employee is discharged for just cause.

(c) Where an employee is absent from work for three (3) consecutive work days without properly notifying the University unless the employee can demonstrate that the absence was caused by an emergency and that it was impossible for the employee to give proper notification to the supervisor.

(d) Where an employee fails to report to work on the date scheduled, or given in a "Notice of Recall," (in accordance with the provisions of Article XI, Recall), unless the failure to return is caused by an emergency and it is impossible for the employee to notify the supervisor.

(e) Where an employee fails to return to work after physically being able to do so following a leave of absence for illness or injury, unless the failure to return is caused by an emergency and it is impossible for the employee to notify the supervisor.

(f) Where an employee fails to return from leave of absence on the required date, unless the failure to return is caused by an emergency and it is impossible for the employee to notify the supervisor, or misrepresents the reason for a leave of absence.

(g) Where an employee is laid off for a continu-

ous period equal to the bargaining unit seniority the employee has acquired at the time of layoff or 120 calendar days, whichever is longer, but not exceeding two (2) years.

**9.9** To protect seniority, each employee shall keep the University informed of the employee's current home address and telephone number. At the time of layoff, an employee shall be given an opportunity to write the correct home address and telephone number over the employee's signature on a University form furnished for that purpose, and will receive a copy of such form.

### **9.10 Posting of Seniority Lists**

Each year, during the months of April and October, within each work unit, two seniority lists of employees in the work unit shall be posted as follows:

(a) Work unit seniority list. Employees shall be grouped by job title, by grade in work unit seniority order.

(b) Bargaining unit seniority list. Employees shall be listed in bargaining unit seniority order. The list shall show the employee's name, job title and grade.

The lists above shall be posted in all usual places for posting official announcements for employees in that work unit and two copies of the lists shall be made available to the Union. Such lists shall remain posted for the applicable period.

## **ARTICLE X — LAYOFF** **(See also Additional Agreements** **7 through 11 on pages 131-133.)**

### **10.1 Definition**

A layoff is any curtailment of the work force.

## **10.2 Order of Layoff**

(a) Layoffs of employees shall be made in a work unit by job title in order of bargaining unit seniority. Provided, however, that where layoffs of employees in a job title occur in Food Service Dining Commons work areas only on varying dates within ten (10) work days, the specific date of layoff for each such employee shall be the date the employee's specific job is curtailed and such employee shall not be subject to bumping during that period. For purposes of this subsection (a), a work day is a week day, Monday through Friday.

(b) In the event the jobs being curtailed are performed by senior employees in that job title, such employees shall replace the employees with the least bargaining unit seniority in that job title in the work unit on any established shift selected by the senior employees.

(c) In the event the employees so replaced have more bargaining unit seniority than other employees within the same or lower grade in the work unit such employees shall bump the least senior employees on any established shift in the work unit in the same or the next two lower grades. Bumps of the least senior employees beyond the next two lower grades shall be at the option of the employees and may be to any established shift in the work unit. The employees so bumped shall have the same bumping obligations and options so that the least senior employees in the work unit shall be the first laid off. Provided, however, that any employee bumping into a different job title

shall be capable of performing the work and, except when bumping into grade 9 through 12, shall have sufficient previous related training and experience. The University is not obligated to train an employee in order to qualify the employee for bumping.

(d) In 10.2(b) and (c) above, an employee shall fill an available vacancy on the selected shift in the job title, in lieu of the announcement procedure, rather than displace or bump another employee. Where a number of eligible employees bump into the same job title concurrently, the choice of available jobs in that job title shall be offered to employees in accordance with bargaining unit seniority. The senior employee need not bump a least senior employee who has fewer regularly scheduled hours of work, but, in that event, may bump the least senior employee who has the same number of hours of regularly scheduled work.

**10.3** Except for training purposes, such as when a new dining commons is opened and new employees must be familiarized with the work area and equipment for a short period of time prior to beginning normal operations of the unit, no new regular employees shall be hired in a job title if any employee in the work unit in that job title is on layoff and subject to recall in accordance with the provisions of the Agreement.

#### **10.4 Notice of Layoff**

Notice of curtailment of the work force in a work unit shall be posted two (2) calendar weeks prior to its beginning date, except that lesser notice may be given in the event of unforeseen circumstances. A copy of the notice of layoff shall be provided to the Union.

## **10.5 Rights of Employee During Layoff**

An employee on layoff shall:

(a) Maintain all group insurance coverages in which enrolled for the first 120 calendar days of the employee's layoff by payment in advance, or following a billing as specified at the time of layoff, of the regular biweekly contributions due during the layoff, unless the employee notifies the University in writing prior to the date of the layoff that the employee does not wish to continue such coverage, which notice of termination shall terminate all insurance coverage as of the end of the final pay period. No claim shall be paid unless an employee is paid up for all his insurance. An employee who has not paid the amount due for contributions when billed by the University, shall have the full amount due deducted from the first full salary check upon return to regular employment.

(b) Be eligible for educational privileges for the first 120 calendar days of the employee's layoff.

(c) Accumulate work unit and bargaining unit seniority.

(d) Not contribute to retirement unless paid for days during the layoff or unless the employee is a member of and makes private arrangements to contribute to TIAA-CREF.

(e) Receive the cash equivalent of accumulated vacation and compensatory time if recall to regular full-time employment is not anticipated within 120 calendar days from the date of layoff. If recall is anticipated within 120 days from the date of layoff, the following conditions apply:

1. At the option of the employee all or part of accu-

mulated vacation and compensatory time may be carried over to the return to regular full-time employment.

2. If the employee elects to receive payments of the cash equivalent of accumulated vacation for all or part of the work days included in the layoff, and such work days extend into more than one pay period, the cash equivalent paid shall be distributed over the appropriate work days of the employee's regular work schedule as though the employee were not on layoff. Accumulated vacation and compensatory time paid under this Section (e)2 shall extend the employee's active employment status except with respect to the date of the layoff. If an employee is receiving payment for accumulated vacation or compensatory time under Section (e)2 herein and is recalled and required to return to work, the employee shall receive overtime pay in accordance with Section 17.1(d) of this Agreement.

(f) Not accumulate vacation and sick leave except as specified in (e)2 above and may not use previously accumulated sick leave.

(g) Receive holiday pay for any holiday that occurs within the first thirty (30) days of the layoff (or voluntary leave of absence without pay when granted to an employee in lieu of working during a period of layoff), if the employee has completed six (6) months of continuous regular employment status immediately preceding the date of the layoff. Employees who have completed their probationary period but who have less than six (6) months of continuous regular employment status immediately preceding the date of layoff will receive pay for any of the National holidays observed by the University occurring during the said first thirty (30) day period.

## **10.6 Alternate Work**

(a) An employee who does not bump into a job in accordance with Section 10.2 shall accept alternate work in the bargaining unit offered on a temporary basis which is not more than two (2) grades below the grade of the employee's regular job. Alternate work offered on a temporary basis which is more than two (2) grades below the employee's regular job may be accepted at the employee's option. Alternate work may be in any work unit, including the employee's normal work unit. A job grade shall be established by the University for such alternate work and the employee shall be paid the rate of the alternate job grade at the appropriate point in the salary scale attained by the employee.

(b) If no alternate work is offered under Section 10.6(a), and a nonregular employee (wage payroll) in the same work unit is scheduled for thirty (30) or more hours per week, such work shall be considered as alternate work and offered in accordance with this Section 10.6, provided the layoff of the regular employee is for more than ten (10) work days, and the employee has sufficient previous related training and experience and is capable of performing the work.

(c) If a regular employee subject to layoff of ten (10) or more work days is not offered alternate work under Section 10.6(b), the University shall reasonably endeavor to place the employee, upon his request, in another work unit at the same campus location to perform the work of a nonregular employee scheduled for thirty (30) or more hours per week, provided the employee has the abilities and physical fitness sufficient to satisfactorily perform the job;

in considering ability to do the job, a review shall be made of such things as an employee's work history, attendance record (except sick family days, as provided in Section 26.2), educational background, aptitudes and past work performance.

(d) During the period the employee is working in the alternate work the employee shall:

1. Continue as a regular employee of the employee's normal work unit, except that (i) time worked on the alternate work shall not be counted toward the completion of a learning or training period in the employee's normal job; (ii) time worked on the alternate work shall be counted toward the completion of the probationary period only if the employee worked forty-five (45) days in his normal job; (iii) accumulated vacation time shall be scheduled in accordance with the procedures of the work unit of the alternate work; (iv) time worked on the alternate work shall not be counted toward the 120 calendar day period specified in Section 10.5(a) and (b).

2. Be subject to recall in accordance with the provisions of this Agreement.

(e) An employee shall be placed on layoff during any period of unemployment prior to starting in an alternate work assignment or returning to the employee's normal job.

(f) Except as modified above, all terms and provisions of this Agreement shall be applicable to an employee on such alternate work.

### **10.7 Pay Rate for Paid Time Off**

An employee, who due to layoff of 120 calendar days or less, bumps temporarily into another job or

is assigned to alternate work, shall for that period receive pay for vacation, compensatory time, sick leave, holidays and other paid time off at the rate of his normal job.

### **10.8 Time of Issuance of Paycheck for Employees on Layoff**

When a University Park campus employee's last scheduled work day before going on layoff is the date before a regularly scheduled pay date, the University shall make the paycheck that he would have received on the pay day available at 2:00 p.m., on the date before the scheduled pay day or by the end of the employee's shift on that day, whichever is later.

### **10.9 Superseniority for Job Vacancies**

An employee on layoff shall have bargaining unit seniority that supersedes all other employees when applying and being considered for job vacancies. In the event more than one employee on layoff applies for a vacancy, the order of consideration will be determined by regular bargaining-unit seniority.

## **ARTICLE XI — RECALL**

### **11.1 Order of Recall**

(a) When any job becomes available within a work unit, an employee in that work unit who had bumped into another job, had been temporarily assigned in lieu of layoff or had been laid off shall have recall rights on the basis of bargaining unit seniority, provided the employee is capable of performing the job and the job grade is at the same or lower grade as the grade of his regular job. An employee must accept recall to a

vacancy in the same grade or no more than two grades lower than the grade of the employee's regular job. An employee may elect not to exercise recall rights to other vacancies. Such recall rights shall continue for a period equal to the bargaining unit seniority the employee had acquired immediately prior to displacement or layoff, but not exceeding two (2) years.

(b) An employee who bumped into another job or who was temporarily assigned alternate work in lieu of layoff shall not be recalled for short-term work in his work unit, if there are other employees available for such work. For the purpose of this article, short-term work is defined as a period up through fifteen (15) consecutive calendar days.

(c) The University shall, prior to a layoff (except in the case of an emergency), notify an employee who is required to work a known short-term assignment in his regular work unit during the layoff of the dates of such short-term assignment. If additional short-term assignments become available during the layoff, and management does not fill such assignments by temporary transfer, the following order for filling such assignments is established:

1. Employees unemployed at the University due to layoff who are qualified.

2. Interruption of leaves of absence of qualified employees who expressed interest in working such short-term assignments. Such employees shall be provided the opportunity to indicate up to three (3) weeks of their summer leave of absence during which they prefer not to be recalled for short-term assignments as provided in this Section 11.1(c). They may specify priority preferences for the weeks requested.

Such preferences shall be considered in the same manner as summer vacation requests, but on the basis of bargaining unit seniority.

3. Interruption of leaves of absence of least senior qualified employees. Such employees shall be provided the opportunity to indicate one (1) week of their summer leave of absence during which they prefer not to be recalled for short-term assignments as provided in this Section 11.1(c). They may specify priority preferences for the week requested. Such preferences shall be considered in the same manner as summer vacation requests, but on the basis of bargaining unit seniority.

4. Notwithstanding the preferences in 2 and 3 above, employees may be recalled in order of least senior first in the event employees are needed and sufficient employees, including alternate workers, are not available to accomplish the necessary work.

## **11.2 Notice of Recall**

(a) The University may recall an employee by any available means, including notice given at time of layoff. If an employee is not contacted by other means, the University shall mail a notice of recall to the employee's last known address. Such mailed notice shall be by certified mail, except that regular mail may be used if the employee had been given an estimated date of recall prior to layoff.

(b) If an employee is not given notice of recall at time of layoff, such notice shall be made (or post-marked) at least ten (10) calendar days prior to the date the employee is to report back to work. If work is available, however, the employee may return sooner

at the request of the supervisor, if the employee desires to do so.

(c) Where recall in a job title is made to more than one area, or where a variety of days on and days off exist, the date of recall shall be the date an employee's specific job is resumed.

## **ARTICLE XII — JOB VACANCIES**

**(See also Additional Agreements  
12 through 16 on pages 133-135.)**

### **12.1 Notification of Job Vacancies**

(a) Whenever a position classified as technical-service becomes available, the University shall prepare a notice of vacancy and display same on the University electronic bulletin board as provided in this article, and shall make a copy available to the Union at that time.

(b) The notification procedure shall not be used for an employee to change from the employee's present job to another within the employee's work unit with the same job title and grade. Such moves are lateral moves and shall be made at the discretion of management, on the basis of work unit seniority, and shall not unreasonably be denied. They are made prior to announcing a vacancy. In order to be considered for such a lateral move, an employee must indicate in writing a desire to make such a move at least five (5) calendar days prior to the date of the final approval to fill the vacancy. To permit employees opportunity to meet the aforesaid five (5) day requirement for a job with a shift not in effect, employees will be informed at least ten (10) calendar days in advance of the date

of the job announcement. A lateral move request shall be submitted on a duplicate form and signed by the employee and the supervisor. The employee will retain one copy and submit the other copy to the supervisor. Such a request shall be valid for a twelve (12) month period. An employee who has not submitted a timely request, does not meet the sick-leave standard in Section 12.4(b) or has been issued a warning letter in the previous twelve (12) months will not be given consideration for such a move. Once it is determined to grant a request for a lateral move, such move shall be made no later than two (2) weeks following the decision.

Once all such moves within job title and grade have been made by management, the resulting vacancy shall be filled in accordance with the other sections of this Article.

### **12.2 Annual Notification Concerning Food Service Job Titles**

In addition to the regular notification procedures used for filling vacancies, each appropriate campus or facility where a summer layoff occurs shall announce all Food Service job titles at the location in March of each year on the University electronic bulletin board. Employees interested in being considered for any food service vacancy which may exist for the fall reopening shall apply in the normal manner. The regular notification procedures shall be reinstated for vacancies occurring after the first fifteen (15) calendar days of the Fall semester. Vacancies shall be filled in accordance with the provisions of this Article.

### **12.3 Job Announcement Procedure**

(a) Job vacancy notices, called job announcements, shall be displayed on the University electronic bulletin board and shall include job title and grade, a summary of the duties of the announced job vacancy, shift and general location information, and any education, or equivalent, and/or experience preferred.

(b) Job announcements shall be displayed for a period of seven (7) calendar days. In the calculation of the seven (7) calendar day period, University holidays shall not be counted, and if the seventh day is a Saturday, Sunday, or University holiday, the announcement shall continue to the next University business day. Except for an announced apprentice program vacancy, a regular employee who applies shall be considered for an announced job vacancy in another work unit only after the employee has completed at least six (6) months of regular employment, beyond time spent in a learning period, in the employee's present work unit, unless waived by management. Special consideration, however, shall be given to waiving said six (6) months' restriction in a circumstance where an employee who applies for a position in grades 1-5 possesses a special skill and is qualified. In no case, however, shall it be necessary that time required in the present work unit exceed twelve (12) months (including periods of layoff).

(c) An announced job vacancy shall be awarded by management to the employee in the bargaining unit with the longest bargaining unit seniority who is reasonably judged to have the ability and physical fitness sufficient to satisfactorily perform the job.

## **12.4 Consideration of Bidders**

(a) Eligible applicants shall be given the opportunity to provide to the University, via the University's electronic bulletin board, complete information in writing on their background and experience. The qualifications of each eligible applicant shall be reviewed in seniority order and each job vacancy shall be filled by the most senior employee on the list of eligible bidders who is reasonably judged to have the abilities and physical fitness sufficient to satisfactorily perform the job. The parties mutually recognize that the employee with the greatest seniority may not be capable or qualified. The University shall, however, give employees with the greatest seniority first consideration. The determination of the qualifications of any employee in all circumstances rests with the University subject to the grievance procedure. In considering ability to do the job, a review shall be made of such things as an employee's work history, attendance record [as provided in Section 12.4(b)], educational background, aptitudes and past work performance. A warning letter issued to an employee which has been on file for a period of more than twelve (12) months following the date of the letter shall not be used in considering the employee for promotion or transfer. The University shall inform each senior bidder if a less senior bidder is awarded the job.

(b) The following sick-leave standards will be used for consideration of absences for bidding purposes.

An applicant shall not be considered if the applicant has seven (7) or more occasions of absence during the 12-month period immediately preceding the date of consideration of the applicant:

1. Absences of less than two (2) hours in a workday shall not be counted toward an occasion of absence.

2. Absences of two (2) hours or more in a workday shall be accumulated. Each eight (8) hours of accumulated time shall count as one (1) occasion of absence.

3. Absences charged to family sick, compensable work-related illness or injury, or under the Family and Medical Leave Act (FMLA) shall not be counted as an occasion of absence.

4. Each full workday of absence, regardless of length of workday, shall count as one (1) occasion of absence; provided, however, that an extended absence exceeding three (3) consecutive workdays shall be considered only as three (3) occasions.

(c) Conditions of trial periods of up to twenty (20) days worked:

1. A trial period is not granted to a bidder who clearly meets the qualifications and physical fitness requirements of the job.

2. A trial period is not granted to a bidder who clearly does not meet the qualifications and physical fitness requirements of the job.

3. A trial period shall be granted to a bidder who requests it in writing within three (3) work days of written notification of rejection and who is determined not to be in 1 or 2 above, where there is question as to whether or not the employee meets the minimum qualifications and physical fitness requirements of the job. The employee shall be informed of deficiencies at a meeting prior to the beginning of

the trial period. The employee's steward or alternate steward shall be present at the meeting unless the employee objects at the beginning of the meeting.

4. Consideration of requests for trial periods for a job shall be made on a bargaining unit seniority basis, if more than one employee makes such request.

5. Only one trial period may be granted for each job vacancy. If an employee granted a trial period withdraws the request before commencing the trial period, other requests made shall be considered in accordance with (c)4 above.

6. If the University denies the request for a trial period, the employee may file a grievance, unless a trial period for the job has been granted to a more senior employee. The grievant shall be required to justify meeting the minimum qualifications and physical fitness requirements of the vacancy sufficient to warrant a trial period.

7. If the University determines an employee does not demonstrate satisfactory performance in the job during the trial period, the employee shall be returned to the employee's previous job title without loss of seniority.

8. Trial periods shall not be granted for job vacancies in University Police.

### **12.5 Notification of Job Vacancy Status**

(a) Once each week, lists containing the following information will be displayed on the University electronic bulletin board:

1. Each job filled within the preceding week indicating the name and bargaining unit seniority date of

the person appointed to the job.

2. Each job in which employees have applied and no final selection has been made and for which the closing date of the announcement is at least two (2) calendar weeks prior to the date of this publishing of this list; such jobs will remain on subsequent lists until a decision has been reached.

(b) Such lists shall be displayed on the University electronic bulletin board until the next list is distributed.

(c) The University shall provide the Union with an electronic copy of each notice of job vacancy status.

## **12.6 Alternate Work**

The provisions of this Article shall not apply to alternate work temporarily assigned to a regular employee subject to layoff.

For any alternate work assignments made after October 31, 1978, new job descriptions and evaluations will be made and supplied to the Union as new positions.

## **ARTICLE XIII — LEAVE OF ABSENCE**

**(See also Additional Agreement  
17 on pages 135-136.)**

### **13.1 Purpose of Leave**

A leave of absence without salary may be granted for absence in excess of accumulated sick leave, military service, maternity, childcare, family care, or for any other reason determined to be at the convenience of the University.

(a) Absence in Excess of Accumulated Sick Leave

An employee who has used all of his accumulated sick leave during a period of illness or injury (non-work related) shall, at the employee's option, charge additional absence against all or part of accumulated vacation, personal holiday or unused service days, as applicable, or compensatory time off, or be granted a leave of absence in accordance with Section 13.2 of this Article.

(b) Absence for Military Service

A leave of absence for extended active military service and a leave of absence for annual military training duty shall be granted in accordance with University policy applicable to all other employees of the University.

(c) Maternity Leave

When it is determined that an employee cannot continue actively at work prior to childbirth, the employee shall first charge such absence to accumulated sick leave. If accumulated sick leave is expended, the employee shall be placed on leave of absence without pay, with the employee's option to use or not use all or part of accumulated vacation, personal holiday or unused service days, as applicable, or compensatory time off prior to the leave commencing. Normally, cessation of work prior to childbirth shall not commence earlier than the eighth month of pregnancy, nor shall absence for childbirth continue more than six (6) weeks following the birth of the child, unless there are medical complications related to the pregnancy or childbirth which require earlier cessation of work or extension of the time following childbirth. An employee requesting either exception may be required by the University to submit a written

statement from her attending physician. Such request may be subject to review by the University before approval.

(d) Family Leave

1. Leave for the Birth, Adoption, or Foster Care of a Child

a) Birth or Adoption of a Child

Upon request, a leave of absence shall be granted following the birth of a child of the employee or the employee's partner to continue up to the time the child is one (1) year of age, or in the case of adoption, from the date the child begins to reside with the employee to continue up to twelve (12) months. If requested, such leave shall also be granted for absences required for the placement for adoption to proceed. The employee may elect to use accumulated vacation, unused service days, personal holiday and compensatory time off, as applicable prior to commencement of no-pay status for the balance of the leave.

b) Foster Care

Upon request, a leave of absence for up to twelve (12) weeks in accordance with the Family and Medical Leave Act (FMLA) eligibility shall be granted for the placement of a child for foster care. The leave shall commence with time off to attend foster care placement proceedings, in accordance with the FMLA. The employee may elect to use accumulated vacation, unused service days, personal holiday and compensatory time off, as applicable, prior to commencement of no-pay status for the balance of the leave. Such absence shall not exceed twelve (12)

weeks within twelve (12) months of placement of a child for foster care.

## 2. Leave for a Seriously Ill Family Member

Upon request, a leave of absence to care for an employee's seriously ill, verifiable on request by the University, child, spouse or partner, parent or individual who stood in loco parentis to an employee shall be granted for up to twelve (12) weeks in accordance with FMLA eligibility requirements. During the leave the employee shall first use all sick family days, accumulated vacation, unused service days, personal holiday, and compensatory time off, as applicable, prior to commencement of no-pay status for the balance of the leave. For purpose of subsections (d)2 and (d)3, the definition of child shall include any biological, adopted, foster, stepchild, legal ward, or child for which an employee is standing in loco parentis, who is under 18, or over 18 and incapable of self-care because of a mental or physical disability.

If an employee requests leave for a compelling family emergency, such as a terminal illness in the employee's immediate household, for family members or periods of time not covered in the previous sentence, special consideration shall be given to granting the leave but at the discretion of the University.

## 3. Leave for Child Care

A leave of absence for child care up to twelve (12) weeks in any twelve (12) consecutive calendar month period shall be granted by the University upon request. If such leave is granted, the employee shall first use accumulated vacation, unused service days, personal holiday, and compensatory time off, as applicable

prior to commencement of no pay status for the balance of the leave. A leave taken concurrently or on an overlapping basis by both parents employed by the University shall not exceed, in the aggregate, a period of twelve (12) weeks.

#### 4. Military Family Leave

Military Caregiver Leave and Qualifying Exigency Leave will be granted in accordance with applicable law. To the extent the law is amended or changed to require less or more Military Family Leave than is specified in this section, the University will reduce or increase the Military Family Leave accordingly.

The Military Family Leave provisions of the FMLA entitle eligible employees to take FMLA leave for any “qualifying exigency” arising from the foreign deployment of the employee’s spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member’s spouse, son, daughter, parent or next of kin.

##### a) Qualifying Exigency Leave

The University shall grant an eligible employee up to twelve (12) weeks of leave during any twelve (12) month period for qualifying exigencies that arise when the employee’s spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the deployed service member, attending certain military ceremonies and briefings, or making financial or legal arrangements to

address the service member's absence. The employee will be required to expend accumulated vacation, unused service days, personal holiday and compensatory time off, as applicable, prior to commencement of no pay status for the balance of the leave.

b) **Military Caregiver Leave**

The University shall grant an eligible employee up to twenty-six (26) weeks of leave during any twelve (12) month period to care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member. The employee will be required to expend sick family days, accumulated vacation, unused service days, personal holiday and compensatory time off, as applicable, prior to commencement of no pay status for the balance of the leave.

(e) **Absence for Other Reasons**

On recommendation of the dean or administrative officer, a regular employee may be eligible for consideration for leave of absence without salary for any reason determined to be at the convenience of the University.

### **13.2 Length of Leave**

The period during which a regular employee may be on leave of absence without salary is governed by the following conditions:

(a) A leave is granted for a specific period of time to begin on a date specified by the University.

(b) A leave of absence granted to an employee because of his inability to perform his duties due to illness or injury (non-job related) is limited as follows:

<b>Length of Continuous Regular Service of Any Type With the University at the Start of the Leave</b>	<b>Maximum Length of Leave Granted</b>
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Completion of probationary period through 6 months	Up to 1 month*
End of 6th month through 1st year	Up to 3 months
End of 1st year through 2nd year	Up to 6 months
End of 2nd year through 3rd year	Up to 9 months
End of 3rd year through 4th year	Up to 12 months
End of 4th year through 5th year	Up to 15 months
End of 5th year through 10th year	Up to 18 months
End of 10th year or more	Up to 24 months

\* An employee who has at least twelve (12) months of University employment (regular or non-regular), and has worked at least 1,250 hours during the twelve (12) month period immediately prior to the leave, is eligible for a leave of absence of up to twelve (12) weeks.

(c) A leave of absence without salary for other than illness or injury normally shall not exceed twelve (12) consecutive calendar months. In no case, may it exceed a maximum of twenty-four (24) consecutive calendar months, except for a leave of absence following a work related illness or injury [maximum thirty-six (36) consecutive calendar months] or a military leave of absence (maximum as determined by law).

(d) If an employee returns to active employment following a leave of absence, and within sixty (60) calendar days returns to leave of absence status for the same illness or injury, the amount of time previously charged to leave of absence shall be counted

against the appropriate allowance for maximum length of leave.

**13.3** Absence for extended sick leave in accordance with the time limits established above shall be continued only for the period of time the employee is unable to perform his duties because of his illness or injury. If the employee does not report for work after being physically able to report to work, his employment shall be terminated. If, at the end of his leave of absence he is still unable to work, all benefits of the leave of absence without salary shall be terminated.

**13.4** If an employee is scheduled for summer employment and cannot report for work because he is ill the day the job begins, another employee shall be selected to fill his job until such time as the ill employee is able to return to work.

### **13.5 Membership in Group Insurance Plan and Retirement Plan While on Leave**

(a) The maximum period to retain membership in a group life insurance plan and/or health care insurance plan is the length of the leave or two (2) years, whichever is shorter.

(b) Employee charges for health insurance plans while on leave of absence without salary for reasons under Section 13.1(a) or (c), or the first twelve (12) weeks of a Family and Medical Leave Act qualifying leave under Section 13.1 (d) (provided, however, up to the first twenty-six (26) weeks for military family leave as provided by FMLA), or personal leave granted for formal study, or voluntary leave in lieu of layoff shall be at the normal applicable employee contribution rates. Charges for leave for any other

reasons shall be at the entire cost (employee and University costs).

(c) If the employee is a member of a retirement plan in effect at the University, the employee is not eligible to contribute to that plan unless the employee is a member of and makes private arrangements to contribute to TIAA-CREF. However, retirement contributions will be deducted from any amounts earned from the University during any leave.

### **13.6 Return to Active Service**

If the job conditions are the same at the end of the leave of absence as they were when the leave began, the employee will be expected to return to active service. If he does not return to his job at the end of the leave of absence, his employment is terminated.

### **13.7 Replacement of Employee While on Leave of Absence**

If the absent employee requests and is granted a leave of absence for more than five (5) calendar months and it is determined by management that it is desirable to fill the position on a regular employee basis, the position shall be filled under the provisions of Article XII — Job Vacancies except that:

(1) the vacancy shall be posted within the work unit;

(2) the vacancy shall be posted for five (5) calendar days;

(3) the vacancy shall not be announced campus wide.

The appointment of an employee selected for the vacant position (hereafter called the second employee) shall be for a period not longer than the duration

of the leave of absence of the original employee. If the original employee does not return to employment, the second employee shall retain the position. If the original employee returns to employment, the second employee shall return to his or her former position. Subsequent vacancies occurring following the appointment of the second employee described above shall be handled by management in the most convenient manner.

### **13.8 Early Return to Active Service**

If an employee while on leave of absence, desires to return to work before his approved leave ends, he should contact his supervisor to determine if such a change is permissible.

### **13.9 Rights of Employee During Requested Leave of Absence of 120 Calendar Days or Less During University Recesses**

An employee who requests and is granted a leave of absence during a period of layoff of 120 calendar days or less in the employee's work unit shall:

(a) Make payment in advance for insurances, or following a billing as specified at the time of leave, of the regular biweekly contributions due during the leave. No claim shall be paid unless an employee is paid up for all his insurance. An employee who has not paid the amount due for contributions when billed by the University, shall have the full amount due deducted from the first full salary check upon return to regular employment.

(b) Be eligible for educational privileges for the first 120 calendar days of the employee's leave.

(c) Accumulate work unit and bargaining unit

seniority.

(d) Not contribute to retirement unless paid for days during the leave or unless the employee is a member of and makes private arrangements to contribute to TIAA-CREF.

(e) If return to employment is anticipated within 120 days from the date of leave, the following conditions apply:

1. At the option of the employee all or part of accumulated vacation and compensatory time may be carried over to the return to regular full-time employment.

2. If the employee elects to receive payment of the cash equivalent of accumulated vacation for all or part of the work days included in the leave, and such work days extend into more than one pay period, the cash equivalent paid shall be distributed over the appropriate work days of the employee's regular work schedule as though the employee were not on leave.

Accumulated vacation and compensatory time paid under this Section (e)2 shall extend the employee's active employment status except with respect to the date of the leave. If an employee is receiving payment for accumulated vacation or compensatory time under Section (e)2 herein and is recalled and required to return to work, the employee shall receive overtime pay in accordance with Section 17.1(d) of this Agreement.

(f) Not accumulate vacation and sick leave except as specified in (e)2 above and may not use previously accumulated sick leave.

(g) Receive holiday pay for any holiday that occurs within the first thirty (30) days of the volun-

tary leave of absence without pay when granted to an employee in lieu of working during a period of layoff, if the employee has completed six (6) months of continuous regular employment status immediately preceding the date of the leave. Employees who have completed their probationary period but who have less than six (6) months of continuous regular employment status immediately preceding the date of leave will receive pay for any of the National holidays observed by the University occurring during the said first thirty (30) day period.

#### **ARTICLE XIV — LEAVE OF ABSENCE FOR UNION BUSINESS**

**14.1** The University shall grant necessary time off without loss of seniority rights, but without continuation of other benefits or rights, to up to two (2) employees in the bargaining unit designated by the Union to act as a full-time paid Union Officer or Business Agent to serve the bargaining unit. Up to two (2) additional employees designated by the Union may be granted necessary time off for the same purpose under the same conditions upon securing the written permission of the University, which permission shall not be unreasonably withheld. The period of the leave of absence shall be commensurate with the term of office as Union Officer or Business Agent and shall be renewed from time to time by the University at the request of the Union and the employee involved.

**14.2** Any employee granted a leave of absence for Union business will be permitted to continue to

be covered under the University's insurance program provided said employee and/or the Union pays the total cost of the premiums for same for the period of such leave of absence.

**14.3** Up to five members of the Local No. 8 Executive Board shall be continued on the payroll by the University for the number of normal work hours missed for a maximum of twelve (12) meetings of the Local No. 8 Executive Board per calendar year. This action will be contingent upon the Union reimbursing the University for all hours paid including the University's contributions for retirement and social security.

**ARTICLE XV — WAGES**  
**(See also Additional Agreements**  
**18 & 19 on pages 136-137.)**

**15.1** The regular hourly wage rates for the various job classifications covered by this Agreement are set forth in accordance with the wage rate schedules appended to this Agreement and made a part hereof.

**15.2** The wage rates provided for in the wage rate schedules appended to this Agreement shall be subject to adjustment as follows:

(a) Because gratuities are received there shall be a reduction in rates paid in Penn State Hospitality Services in the following positions to the extent permitted by law but not to exceed the amounts indicated; provided, however, that such reductions shall not apply to paid time off:

1. The grade 11 rates paid to Table Attendants — thirty percent (30%) at the Nittany Lion Inn and fifty

percent (50%) at the Penn Stater.

2. The grade 9 rates paid to Bellhop/Drivers — ten percent (10%).

3. The grade 9 rates paid to Beverage Mixers — thirty percent (30%).

4. The grade 11 rates paid to Dining Room Attendants — ten percent (10%).

(b) In the event new jobs are created which involve the payment of gratuities to the employee, the amount of the deduction from the regular wage rate shall be mutually agreed upon by the parties. If the parties cannot agree, the University may make the deduction it considers proper and the Union shall have the right to refer the matter to arbitration in accordance with the grievance procedure.

(c) There shall be deductions for employees eligible to receive meals on the basis of \$1.35 per meal provided.

(d) If an employee lives in University facilities, there shall be a deduction for such lodging.

**15.3** Each grade shall have a hiring rate, a “B” rate, an “A” rate, and a job grade rate.

**15.4** Each new employee is to be paid the hiring rate for the grade of the job.

**15.5** An employee shall be paid the “B” rate at the end of six (6) full pay periods from the date of hire.

**15.6** An employee shall be paid the “A” rate at the end of twenty-six (26) full pay periods at the “B” rate.

**15.7** An employee shall be paid the job grade rate at the end of twenty-six (26) full pay periods at the “A” rate.

**15.8** At the discretion of the University, an employee in a job requiring a special skill or knowl-

edge may be hired at the “B” rate or at the “A” rate. In such situation, the employee shall be paid the next rate for the grade of the job at the end of six (6) full pay periods from the date of hire and thereafter future rate moves in the grade shall be in accordance with Sections 15.7 or 15.8 as appropriate.

**15.9** For the period July 1, 2014 through December 31, 2014, when an employee is promoted from one grade to another, the employee is paid a promotion rate one-half way between the employee’s present step rate and the rate for the same step for the grade of the new job; provided, however, the employee may be paid the full step rate, if the employee previously held the job or had attained such rate on temporary transfer prior to the promotion and the employee is still qualified for the full step rate. The length of time that the employee’s pay remains at the promotion rate is determined by management and is based on the time required for the employee to learn the job and meet the minimum requirements for the job. The minimum time for attaining the new step rate shall be no sooner than the completion of six (6) full pay periods, and movement thereafter in the grade of the new job, if applicable, shall be in accordance with the time limits of this Article XV.

**15.10** Effective January 1, 2015, when an employee is promoted from one grade to another, the employee is paid the employee’s attained step rate at the grade of the new job, and movement thereafter in the grade of the new job, if applicable, shall be in accordance with the time limits of this Article XV. Any employee being paid a promotion rate in accordance with Section 15.9 on January 1, 2015 will

be paid, effective January 1, 2015, the full step rate.

**15.11** Time spent on a leave of absence without pay shall not count toward the completion of any learning or training period.

**15.12** All increases are effective beginning with the first day of a pay period.

**15.13** Any employee who is paid on a red-circle rate shall receive either the full rate of any wage rate increase for the employee's current job grade, or the new rate of the employee's current job grade (at the appropriate point in the salary scale attained by the employee), whichever rate is higher.

**15.14** To the extent that College of Medicine staff employees not represented by a collective bargaining representative are eligible to receive an incentive bonus payment based on financial performance of The Milton S. Hershey Medical Center relative to the fiscal year budget, such eligibility similarly shall apply to members of the collective bargaining unit represented by the Union at the College of Medicine.

## **ARTICLE XVI — SHIFT PREMIUM**

An employee who begins work between the hours of 1:00 p.m. and 4:59 a.m. shall be paid a shift premium for all continuous hours worked on that shift. Such shift premium shall be sixty cents (\$.60) per hour for shifts beginning between 1:00 p.m. and 9:59 p.m., and sixty-five cents (\$.65) per hour for shifts beginning between 10:00 p.m. and 4:59 a.m. The shift premium shall be added to the base rate before the calculation of overtime for employees who

receive overtime pay on a shift which qualified for shift differential.

**ARTICLE XVII — OVERTIME**  
**(See also Additional Agreements**  
**20 through 22 on pages 137-139.)**

**17.1 Definition**

Overtime is all authorized time worked by an employee that is:

(a) In excess of forty (40) hours a workweek. In any workweek in which a University holiday including a personal holiday occurs on an employee's regularly scheduled work day or an employee has scheduled time off in advance chargeable to either accumulated vacation or compensatory time, such holiday or time off shall be considered as time worked in computing the forty (40) hours.

(b) In excess of an employee's scheduled work day, if that employee is regularly scheduled to work forty (40) hours per workweek.

(c) Performed on a day that is regularly scheduled as a day off for that employee.

(d) Performed on a day previously scheduled as a vacation day or a service day for that employee if the employee is required to work, but such time shall not be charged against vacation or service day time, respectively.

**17.2 Limitation of Overtime**

Overtime work shall be performed only upon assignment by the University and shall be limited to strict necessity. Wherever practical, where there

is overtime available in a job title for an available regular employee and a nonregular employee (wage payroll), such overtime work shall be assigned in priority order to the regular employee.

### **17.3 Overtime Pay**

Overtime work is paid at the rate of time and one-half the hourly rate. If any overtime work is performed on a personal holiday, a holiday (as defined in this Agreement), or a day granted as a holiday in accordance with Article XXV, Section 25.5, such overtime is paid at the rate of twice the hourly rate.

### **17.4 Rotation of Overtime**

Overtime work shall be rotated through a cycle on the basis of work unit seniority among employees with the same job title in a work area. In such rotation, an employee who refuses overtime work that is estimated by management to last one hour or more shall lose that turn in the cycle. If no employee in the work area with the same job title is available, the work shall be offered to the employee with the longest work unit length of service in the work area who has the ability and who is qualified to perform the job. Overtime that is to last four (4) hours or more and that is scheduled three (3) work days in advance will, if no qualified employee in the work area desires such work, be offered to qualified employees in that job title in the work unit who have volunteered for such work. Such overtime work shall be rotated in the same way overtime work is rotated within the work area. The rate paid shall be time and one-half the employee's regular rate, provided that if the work is in a grade lower than the employee's present grade,

and the overtime is voluntary, the employee shall be paid the rate of the lower grade job at the appropriate point in the salary scale attained by the employee and provided further if the work is in a grade higher than the employee's present grade, the employee shall be paid a rate based on the provisions of Section 18.2, Article XVIII — Temporary Transfer. If through an oversight an employee misses a turn of overtime, that employee shall be provided an opportunity to work sufficient overtime hours to compensate for the overtime hours missed, at a time mutually agreeable to the employee and the employee's supervisor, and the employee shall be paid at the rate of twice the hourly rate for such hours worked.

### **17.5 Emergency Overtime**

Overtime work of a sudden emergency nature (such as a break in a water pipe) shall be performed by the employee determined by the supervisor to be the most available and able to do the job, without regard for work unit seniority.

### **17.6 Regular Annual Overtime**

In cases of regular annual overtime, such as snow removal by night janitorial workers, rotation of overtime on a car-pool basis or other special basis, may be authorized if sanctioned by a majority of the affected employees in the work area.

**17.7** In rotating overtime work, the qualified employee, or employees if more than one employee is needed, in that job title in that work area or work group, with the least work unit seniority must accept the overtime work in the employee's (or employees') turn unless other employees accept the overtime

in accordance with Section 17.4 above. Whenever overtime is to be worked, the employee or employees with the shortest work unit seniority in the job title in the work area or work group shall be notified that overtime work will be required if employees with more work unit seniority in their turn do not accept the work. Such notification shall take place as early as feasible.

### **17.8 Call-Outs**

(a) An employee shall be paid for a minimum of four (4) hours at the overtime rate if the employee is called out and reports for overtime work that is required at a time not adjacent to the employee's regular work hours, provided the employee has received less than three (3) calendar days' notice of such assignment.

(b) An employee shall be paid for a minimum of two (2) hours at the overtime rate if the employee is called out and reports for overtime work that is required at a time not adjacent to the employee's regular work hours, provided the employee has received three (3) calendar days' or more notice of such assignment.

(c) Work performed on a call-out shall be limited to that work which necessitated the call-out; provided, however, that if another work situation occurs which would require a call-out, an employee already working on a call-out may be required to perform such additional work; in such event there shall be no pyramiding of the call-out minimum time. If call-out work is performed on a holiday, the employee shall be paid at a rate of twice the hourly rate.

### **17.9 Meals for Certain Overtime Situations**

If an employee is required to work beyond the employee's regular eight (8) hour shift, and the employee works more than two (2) such overtime hours which occur during a normal meal period, the University shall provide sufficient time off without pay for the employee to eat a meal supplied by the University or, if a meal is not supplied, to purchase a meal. Such time off shall be granted during the normal meal period, unless an emergency prevents granting the time off during that period. The employee will be reimbursed for a meal purchased not to exceed Six Dollars (\$6.00) per meal. If the employee normally receives meals while on the job, the employee shall not have meal deductions for such overtime hours worked. An employee shall not be required to work for more than six (6) consecutive hours without the opportunity for a meal.

**17.10** If an employee is offered an opportunity to remain overnight in University facilities without charge, so as to be available for work on the next day, and the employee remains overnight, the University shall provide normal scheduled meals which the employee has not had the opportunity to supply in advance or which the employee normally does not receive on the job.

## **ARTICLE XVIII — TEMPORARY TRANSFER**

**(See also Additional Agreements  
23 and 24 on pages 140-142.)**

An employee in the bargaining unit may be assigned temporarily by the University to perform

duties other than those to which the employee is regularly assigned. In the event an assignment is expected to exceed twelve (12) consecutive weeks, such assignment shall be made on the basis of work unit seniority provided the employee has the qualifications to perform the work. The University shall determine the grade of the temporary assignment, and the employee so assigned shall receive a rate of pay determined in accordance with the provisions of this Article, subject to the Union's right to grieve the rate of pay established. Temporary transfer shall not be assigned to an employee who is incapable of performing the work.

### **18.1 The Same or Lower Grade**

If the grade determined by the University is the same as or lower than the employee's regular grade, the employee shall receive his attained rate.

### **18.2 A Higher Grade**

(a) If the grade determined by the University is higher than the employee's regular job grade, the employee shall be eligible for a rate higher than the employee's attained rate provided that:

1. The duties are performed for one (1) hour. [Once the one (1) hour requirement is met, the higher rate is paid retroactively to the start of the temporary assignment.]

2. If the new duties consist primarily of lead man or group leader responsibilities, the employee must be designated as the lead man or group leader by the supervisor. [Management need not designate any employee to fill in for an absent group leader or lead man. Also, employees whose regular duties require

that they work in the place of the lead man or group leader on the regular days off of the group leader or lead man in seven (7) day operations shall not be considered as having assumed the group leader or lead man duties on such regular days off.]

(b) If the employee is eligible as described above for a higher rate and if:

1. The higher grade determined by the University is grade 11, 10, or 9, the rate paid shall be the rate for the job at the appropriate point in the salary scale attained by the employee, or if

2. The higher grade is grades 8 through 1 inclusive, the rate paid shall be a temporary rate one-half way between the employee's present step rate and the rate for the same step for the grade of the temporary assignment; provided, however, the employee may be paid the full step rate, if the employee previously had attained such rate on temporary transfer to that work, or previously held a job performing the same work as the temporary assignment, prior to the current temporary transfer assignment and the employee is still qualified for the full step rate.

(c) An employee determined eligible for a higher temporary transfer rate may also be considered for one or more increases in the employee's temporary rate up to and including the rate for the job at the appropriate point in the salary scale attained by the employee based on the employee's ability in performing the temporary assignment and meeting the minimum requirements as determined by management. The minimum time for attaining such an increase shall be no sooner than the completion of six (6) full pay periods on the temporary assignment

or, if assigned to the higher graded assignment on a recurring basis, a combined amount of time equal to six (6) full pay periods.

**18.3** When an employee is temporarily transferred on a full-time basis to an assignment determined to be in a grade higher than the employee's regular grade and the transfer exceeds thirty-six (36) weeks in a forty (40) calendar week period, that position shall be made regular and filled under Article XII — Job Vacancies, except:

(a) Where the employee temporarily assigned is filling the position of an absent employee expected to return, or

(b) Where the temporary assignment does not replace an absent employee and the assignment will be completed within four (4) additional consecutive weeks or on an estimated date specified by management and agreed to by the Union, which agreement shall not unreasonably be withheld.

**18.4** The University shall not assign more than one employee in sequence to a temporary assignment for the purpose of extending the time limit provisions of this section.

**18.5** An employee on temporary transfer who receives pay for accumulated vacation, sick leave, holiday pay, or other paid time off shall be paid based on the rate of the employee's normal job.

**18.6** An employee shall be immediately eligible for a temporary transfer assignment following completion of the probationary period.

## **ARTICLE XIX — WORK SCHEDULES**

**(See also Additional Agreements  
25 through 28 on pages 143-147.)**

**19.1** The establishment of work schedules is a

function of management to be determined solely by the University, subject to the following limitations:

(a) Employees shall be scheduled to work their regular hours on a five (5) day per week or less basis, and days not scheduled as work days shall be considered as regularly scheduled days off. Provided, however, the hours may be scheduled by the University over six (6) days to cover normal operations of the University which function on a schedule in excess of five (5) days per week (such as the normal operation of snack bars and catering services, work in conjunction with class schedules, animal and poultry caretaking, operation of the creamery, operation of the mushroom plant and the operation of Physical Education facilities). The establishment of any additional operation on a schedule in excess of five (5) days per week shall be reviewed with the Union prior to implementation by the University.

(b) An employee shall be entitled to a meal period on an employee's time, to be determined by the University, but not less than thirty (30) minutes or more than sixty (60) minutes, during each work day, except in circumstances, as determined by management, wherein management requires continuous employment during an employee's entire shift because of the nature of the work.

(c) The University shall give an employee one (1) calendar week's notice of either a temporary change in the employee's regular work schedule lasting less than sixty (60) calendar days, or a permanent change that is not to a significantly different shift [see 19.1(e) below], in accordance with the following:

1. The new shift shall be offered in work-unit

seniority order to employees in the affected job title in the work group and on the affected shift.

2. If a senior employee(s) decline(s) the new shift, the least senior employee(s) in the affected job title in the work group and on the affected shift, shall be assigned to such shift.

3. In the event of a reasonable business necessity or emergency that requires a temporary change of shift the University may assign the work without regard to seniority.

If a temporary change of schedule is made which requires temporary assignment of work on a Saturday or Sunday for an employee normally not scheduled to work on a Saturday or Sunday, such temporary change of schedule shall not change the employee's regular work schedule for the purpose of computing overtime under Section 17.1(c), (work on a regularly scheduled day off).

(d) The University shall give an employee two (2) calendar weeks' notice of a change in the employee's regular work schedule which results in a permanent reduction in weekly hours of work, except that such period of notice shall not apply in the case of an emergency.

(e) The University shall give an employee sixty (60) calendar days' notice of a permanent change of shift if the change is to a significantly different shift such as a change from day shift to night shift or to working on Saturday or Sunday in accordance with the following, except in the case of an emergency:

1. The new shift shall be offered in work-unit seniority order to employees in the affected job title in the work group and on the affected shift, except in

the case of an emergency.

2. If a senior employee(s) decline(s) the new shift, the least senior employee(s) in the affected job title in the work group and on the affected shift, shall be assigned to such shift.

(f) An employee who reports to work and there is no work available shall be paid for three (3) hours on a straight time basis, unless:

1. The employee has been informed not to report to work by telephone, personal contact or letter mailed to his last known address; or

2. An emergency prevents work; or

3. The employee refuses suitable alternate work.

(g) The creation of any additional positions, and the continuation of current positions, that do not have a predetermined schedule of work shifts and/or days off (“various/various positions”) shall be based solely on business necessity. A schedule with rotating shifts and/or days off shall be considered a predetermined schedule for purposes of this provision.

**19.2** Nothing herein shall be construed to guarantee a forty (40) hour week.

### **19.3 Paid Break Time**

Where consistent with the University work requirements, employees regularly shall be provided thirty (30) minutes paid break time within a regular work shift (nonaccumulative).

**19.4** Employees in the College of Medicine working in areas which require “on call” schedules shall as a condition of employment, when designated to be “on call” remain within twenty (20) minutes travel

time from the work site. An employee “on call” must keep the work area informed of the employee’s location and telephone number while “on call.”

(a) The rate of pay for “on call” is Fourteen Dollars (\$14.00) for each eight (8) hours of “on call” time. If computed on a per hour basis, a rate of One Dollar and Seventy Five Cents (\$1.75) per hour is utilized. An employee called to work when “on call” shall receive “on call” pay for all hours of the on call assignment and, in addition, shall receive pay of time and one-half the employee’s regular hourly rate for hours worked on the call-in.

(b) An employee called in to work from “on call” shall be paid for a minimum of four (4) “call-in” hours, if the “call-in” hours are at a time not adjacent to the employee’s regular work hours; the employee shall be entitled to only one (1) such four (4) hour minimum during each eight (8) hour or less period spent “on call” even though called in more than once.

**19.5** Employees in the Office of Physical Plant working in areas which require “on call” schedules shall as a condition of employment, when designated to be “on call” remain within sixty (60) minutes travel time from the work site. An employee “on call” will be provided a University cell phone and must respond to all calls received.

(a) The rate of pay for “on call” is Sixteen Dollars (\$16.00) for each eight (8) hours of “on call” time. If computed on a per hour basis, a rate of Two Dollars and Zero Cents (\$2.00) per hour is utilized. An employee called to work when “on call” shall receive “on call” pay for all hours of the on call assignment and, in addition, shall receive pay of time and one-

half the employee's regular hourly rate for hours worked on the call-in.

(b) An employee called in to work from "on call" shall be paid for a minimum of four (4) "call-in" hours, if the "call-in" hours are at a time not adjacent to the employee's regular work hours; the employee shall be entitled to only one (1) such four (4) hour minimum during each eight (8) hour or less period spent "on call" even though called in more than once.

## **ARTICLE XX — JOB INFORMATION**

**20.1** The principal duties of each employee's regular job are contained in a job description. The primary use of the description is the basis for the establishment of the classification and evaluation of the job.

In addition, it may be necessary for an employee to perform other occasional assignments not related or similar to the duties contained in the job description. In the event the occasional assignment of other job duties results in the employee performing a higher graded job, the provisions of Article XVIII — Temporary Transfer shall be applicable. In the event the occasional assignment of other duties results in the employee performing the same or lower graded job, the employee is paid his regular rate. If the occasional assignment is to be performed on an overtime basis, the provisions of this Article shall not be applicable and the provisions of Section 17.4, Article XVII — Overtime, shall be applicable.

**20.2** If the University creates a new job, or revises a job description, a copy of the new description together with the degree assigned to each factor in the

evaluation shall be given to the Union.

**20.3** The University will provide all technical-service job descriptions in an online format available to employees.

## **ARTICLE XXI — RECLASSIFICATION OF A JOB INTO OR OUT OF THE BARGAINING UNIT**

**21.1** In the event that a study of duties of an existing non-bargaining unit job indicates that the job should be in the bargaining unit, the job shall be placed in the bargaining unit, the incumbent employee in the job shall remain on the job and the job shall not be announced.

**21.2** The incumbent employee shall thereafter be subject to the Union Security provisions of this Agreement.

**21.3** Bargaining unit and work unit seniority of the incumbent employee shall begin as of the effective date of the reclassification of the job.

**21.4** University service shall be from the first date of regular, continuous full-time University employment in any type of University employment.

**21.5** In the event the University studies the duties performed by an employee in the bargaining unit and determines that the classification should be changed to a non-bargaining unit category, the Union will be notified orally and in writing of such change as soon as practicable. The notification will indicate the reasons for such reclassification.

**21.6** The Union may submit to the University the title of any position which the Union may believe

properly should be classified as technical-service. The University shall study such position and respond to the Union indicating the University's findings with respect to the appropriateness of the classification. Disputes in regard to such findings shall be settled in the manner provided in Section 8.3, Job Evaluation Grievance, of Article VIII.

## **ARTICLE XXII — CONTRACTING OUT WORK**

**22.1** The University will not contract out work which will cause a layoff from University employment of bargaining unit employees. However, the University reserves the right to contract out work under such circumstances as:

(a) skills or equipment are not available at the particular campus or other location, or

(b) time of delivery of products or production of services or completion of projects cannot be met with existing employees at the particular campus or other location.

**22.2** Nothing contained herein shall limit the University's rights with respect to layoff, except for contracting out work, nor shall it limit the University's management right to use new technology, equipment, machinery, tools, energy or labor-saving devices, nor shall anything contained herein limit the University's management right to discontinue or reduce services or to purchase or use new, processed, refined or different products or materials in providing products or services to all members of the University community. Nothing contained herein

shall be deemed to require the University to hire additional personnel in the bargaining unit.

### **ARTICLE XXIII — NONDISCRIMINATION**

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the University nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of age as defined by law, ancestry, color, disability or handicap, genetic information, national origin, race, religious creed, sex, sexual orientation, gender identity, or veteran status. Nothing herein shall be construed to permit Union activity which interferes with the operation of the University or violates this Agreement.

### **ARTICLE XXIV — VACATIONS**

**(See also Additional Agreements  
17 on pages 135-136, and 29 on pages 147-149.)**

#### **24.1 Eligibility**

An employee shall be eligible to accumulate vacation earnings in accordance with this Article upon date of hire into a regular job; however, vacation may not be used until after completion of the ninety (90) calendar day probationary period.

#### **24.2 Accumulating Vacation Time**

(a) A regular employee normally scheduled for forty (40) hours per week shall accumulate vacation based upon the length of continuous regular service

of any type with the University as follows:

A day of vacation accumulation is equal to eight (8) hours.

	<b>Monthly Rate of Accumulation</b>	<b>Maximum Accumulation Allowed</b>
During first ten (10) years (120 months) of regular employment	1 1/2 Days	24 Days
From beginning of eleventh (11th) year up to and including the twenty-fifth (25th) year (121 months to 300 months)	2 Days	30 Days
From beginning of twenty-sixth (26th) year (301 months), and continuing thereafter	2 1/4 Days	33 Days

An employee earns the appropriate accumulation in any calendar month in which the employee is paid for regular work days amounting to two (2) full work weeks plus one (1) full work day in that month, except that pay received for accumulated vacation at time of layoff exceeding 120 calendar days or termination of employment shall not be credited.

(b) Each regular employee normally scheduled for less than forty (40) hours per week shall accumulate vacation on the basis of eight (8) hours for each one hundred sixty-eight (168) hours paid, and may use that accrual upon completion of eighty-eight (88) hours of the said one hundred sixty-eight (168) hours.

(c) Vacation accumulates while an employee is not actively at work as long as the employee is being paid full salary. For example, an employee being

paid during a vacation or a sick leave continues to accumulate vacation during that period.

### **24.3 Scheduling Vacations**

(a) The work requirements of the University shall take priority over the scheduling of vacation or other time off for an employee. Nevertheless, the University shall give consideration to any specific request for vacation by an employee. An employee requesting vacation should do so as far in advance of the proposed date of commencement of the vacation as feasible. In turn, the University should respond to the request promptly. Work unit seniority shall determine competitive requests for vacation within a work area or work group. A department or other appropriate work unit may, at its option, establish periods of time during which vacations are to be taken and/or periods of time submitted. Vacation requests submitted at times other than during the specified periods shall be considered after requests received during the period have received full consideration.

(b) If vacation or other time off is to be charged to the vacation accumulation of an employee, it shall be scheduled and approved by the supervisor in advance. If an employee is absent without advance approval by the supervisor, he shall not be paid for the time and shall be subject to disciplinary action. A supervisor may allow time off that is not scheduled in advance to be charged to vacation accumulation in any case where the supervisor judges the circumstances to be an emergency.

(c) Time off for vacation shall be charged against accumulated vacation on the basis of the hours of

absence from the normal work schedule.

(d) If an employee on vacation desires to return to work before the scheduled vacation ends, the employee shall contact his supervisor to determine if such a return is permissible.

#### **24.4 Termination of Employment**

An employee whose employment terminates because of resignation or dismissal shall receive the cash value of unused vacation accumulation, computed up to and including the last full day worked, provided the employee has completed one (1) continuous year of regular employment status immediately preceding the date of resignation or dismissal and the employee has given at least one (1) week advance notice in the event of resignation. If an employee resigns with one (1) year or more of continuous, regular employment status preceding the date of resignation, but has not given at least one (1) week advance notice of resignation, the employee shall forfeit from accumulated vacation an amount equal to the product of the employee's applicable vacation accumulation rate for the twelve (12) months prior to termination times twelve (12).

When an employee retires on a pension, the employee shall have the option to either use his vacation accumulation prior to the effective date of retirement or receive the cash value of unused vacation accumulation.

## ARTICLE XXV — HOLIDAYS

(See also Additional Agreements

27 on pages 143-147, and 30 through 32 on pages 149-150.)

25.1 (a) Except at the College of Medicine, the following days are established as holidays:

A Personal Holiday

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Six days at Christmas time

(b) When Christmas comes on these days the six (6) holidays are:

Sunday                      December 25, 26, 27, 28, 29, 30

Monday                      December 22, 25, 26, 27, 28, 29

Tuesday                      December 24, 25, 26, 27, 28, 31

Wednesday                      December 23, 24, 25, 26, 27, 30

Thursday                      December 24, 25, 26, 29, 30, 31

Friday                      December 24, 25, 28, 29, 30, 31

Saturday                      December 23, 24, 25, 27, 28, 29

(c) The personal holiday is granted to provide paid time off for an employee and is scheduled in the same way in which vacation is scheduled, but such request shall not be unreasonably denied. A probationary employee does not earn a personal holiday. If not used, the personal holiday shall be carried over into the next calendar year, but not thereafter. The personal holiday shall be earned upon completion of the probationary period and on the first calendar day of each year, January 1, thereafter.

If an employee is required to work on a day previously scheduled as a personal holiday, pay for such day will be handled under the provisions of Section 25.4, holiday falling on the employee's regularly scheduled workday.

**25.2** (a) The following days are established as holidays for the College of Medicine:

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

(b) Because of the necessary operation of the College of Medicine, regular employees at the College of Medicine shall earn six (6) service days each calendar year in lieu of the personal holiday and the additional holidays granted at Christmas time to other regular University employees. The Christmas Day holiday shall be applicable at the College of Medicine as at all other University facilities. One and one-half (1 1/2) service days shall be earned for each fully completed calendar quarter of continuous service as a regular employee.

(c) To determine whether the three (3) months in a quarter have been worked to qualify for service day earnings for that quarter, only months in which the employee is paid for eleven (11) or more days shall be counted; provided, however, that vacation and service day time paid at time of a layoff exceeding 120 calendar days or termination of employment shall not be credited toward satisfying the eleven (11) paid days requirement.

(d) Earned service days shall be scheduled in the same way vacation is scheduled. Service days earned may be carried over into the next calendar year but not thereafter.

(e) An employee whose employment terminates because of resignation or dismissal shall receive the cash value of unused service days, computed up to and including the last full day worked, provided the employee has earned at least three (3) service days and the employee has given at least one (1) week advance notice in the event of resignation. When an employee retires on a pension, the employee shall have the option to either use the unused service days prior to the effective date of retirement or receive the cash value of unused service days. An employee who is placed on layoff who has unused service days shall be compensated for such days in the same manner as accumulated vacation in accordance with Section 10.5(e) of this Agreement.

**25.3** A holiday is a twenty-four (24) hour period which begins at 12:01 a.m. on any of the holidays established by the University pursuant to this Agreement.

**25.4** Where a holiday falls on the employee's regularly scheduled work day:

(a) If the employee is not required to work, the employee shall receive his regular pay for that day.

(b) If the employee is required to work on a holiday in accordance with the employee's regular schedule, the employee shall receive his regular pay for that entire day, plus a payment of twice the employee's regular hourly rate times the number of hours worked on the holiday. When an employee's

regular work schedule begins at 8:00 p.m. or earlier on a holiday or ends at 4:00 a.m. or later on a holiday, that employee's entire shift shall be considered to be on the holiday and subject to the provisions herein. However, no employee shall receive double holiday benefits for the same holiday.

(c) The employee shall not be granted equivalent time off for hours worked on the holiday.

(d) If the employee is required to work on a holiday, the employee shall work his regular shift; however, employees may exchange shifts on a holiday with approval of the University.

(e) Nonemergency holiday work shall be assigned in a manner acceptable to the parties.

**25.5** Where a holiday falls on the employee's regularly scheduled day off:

(a) If the employee is not required to work, he shall be granted another day of time off with pay as his holiday. Such time off shall be scheduled in the same way in which vacation is scheduled and shall be used for absences before accumulated vacation is used.

(b) If an employee is required to work, he shall be granted another day of time off with pay as his holiday, and in addition, he shall receive a payment of twice his regular hourly rate for each of the hours worked on the holiday. Such time off shall be scheduled in the same way in which vacation is scheduled and shall be used for absences before accumulated vacation is used.

(c) If an employee subsequently is required to work on a scheduled paid day off, which was granted in accordance with (a) or (b) of this Section 25.5, payment for such day will be handled under

the provisions of Section 25.4, holiday falling on employee's regularly scheduled workday.

**25.6** If a holiday occurs while an employee is using accumulated vacation or sick leave, the employee shall receive his regular pay for the day and such time shall not be charged against accumulated vacation or sick leave.

**25.7** If a holiday, except Christmas, occurs on a Sunday, the University shall observe it on the following Monday.

**25.8** If an employee is scheduled to work on a holiday and does not report to work on such a day, he is subject to disciplinary action and will not be paid for the day unless the absence is justified by compelling circumstances.

**25.9** An employee on layoff shall be paid for a holiday that occurs within the first thirty (30) days of layoff in accordance with Article X, Section 10.5(g).

**25.10** An employee on leave of absence without pay is not granted holidays that occur during the leave, except voluntary leave when granted to an employee in lieu of working during a period of layoff [see Article X, Section 10.5(g)].

## **ARTICLE XXVI — SICK LEAVE**

**(See also Additional Agreements**

**9 on pages 132-133, and 17 on pages 135-136.)**

### **26.1 Monthly Sick Leave Rate**

An employee who regularly works forty (40) hours per week shall accumulate one (1) day (8 hours) of sick leave with pay for each calendar month in which the employee is paid for regular work days amount-

ing to two (2) full work weeks plus one (1) full work day in that month, except that pay received for accumulated vacation at time of layoff exceeding 120 calendar days or termination of employment shall not be credited.

An employee who regularly works less than forty (40) hours each week shall accumulate eight (8) hours of sick leave for each one hundred sixty-eight (168) hours paid, and may use that accrual upon completion of eighty-eight (88) hours of the said one hundred sixty-eight (168) hours. Paid sick leave may not be used until after completion of the probationary period.

## **26.2 Absence Chargeable as Sick Leave**

Absence is chargeable as sick leave when the employee is unable to perform his duties because of his illness or injury. Time off for an employee's routine appointment with a physician, dentist, hospital, or optometrist is charged to sick leave, provided it is not possible for the employee to schedule the appointment on his own time. The request for such time off shall be made as far in advance as possible. An employee is expected to return to the job as soon as the appointment is completed. A supervisor may request the employee to submit a written statement from the person with whom he had the appointment.

An employee may use up to five (5) days of accumulated sick leave per calendar year to care for a sick family member. Family member as used in this Section 26.2 shall be defined as the employee's mother, father, partner (spouse or an individual with whom the employee shares a committed, domestic

relationship), child, grandparent, brother, sister, or person residing with the employee. The care provided may include bedside care as well as accompanying the family member to a doctor's appointment. Absences provided for in this paragraph shall not be considered as part of an employee's attendance record for purposes of job bidding.

### **26.3 Fitness for Duty (Non-Work-Related Illness or Injury)**

Where the University questions an employee's fitness or ability to perform his or her work, the University may require certification from a University-designated healthcare provider specifying the employee's fitness and ability to perform his or her work. Such a determination by the University concerning the employee's fitness or ability may be grieved by the employee pursuant to Article VIII of this Agreement.

When a fitness for duty evaluation is required by the University and the employee is determined to be:

(a) fit and able to work in which case the employee will be paid at the employee's regular rate for the time the employee is away from work at the University's direction. Paid time will be reduced for appointments canceled by the employee or other delays caused by the employee, or

(b) unfit and unable to work in which case the employee will charge the absence in accordance with this Article.

If a subsequent fitness for duty evaluation is required, it shall be considered a separate incident subject to the provisions of this Section.

## **26.4 Termination of Employment**

Except as provided below, accumulated sick leave is not reimbursable upon termination of employment. An employee who retires on a pension who is eligible for continuation of insurance into retirement in accordance with Article XXXII shall receive one-fourth (1/4) the cash value of the employee's unused sick leave; provided, however, such payment shall not exceed an amount equal to (a) twelve and one-half (12 1/2) days of pay (100 hours) or (b) seventeen (17) days of pay (136 hours) if the employee's accumulated sick leave balance is at least three-fourths (3/4) of all sick leave earned.

## **26.5 Absence for Sickness in Excess of Accumulated Sick Leave**

If an employee has used all of his accumulated sick leave during a period of illness or injury (non-job related), additional absence, at the option of the employee, is:

(a) Charged against other accumulated paid time off (see Article XXV, Section 25.5) and accumulated vacation, or

(b) The employee is granted a leave of absence without pay in accordance with the provisions of the Article concerning leave of absence for sickness.

## **26.6 Unusual Use of Sick Leave**

(a) Where sick leave use is unusual under the circumstances, the University may, by notification in writing, require the employee to present a doctor's certificate for each of the next three (3) sick leave absences that occur during the next six (6) months of active work. This notification is not a warning let-

ter and does not necessarily mean the employee has violated policy.

If the employee has more than three (3) sick leave absences before the completion of the six (6) month period, nothing herein shall preclude the University's sending another letter regarding unusual use of sick leave prior to completion of the six (6) month period.

(b) An employee shall be sent a warning letter in accordance with the Article of this Agreement concerning Discipline and Discharge, and shall not be paid for his absence if the employee fails to present a doctor's certificate or if the employee has asked to have his absence charged to sick leave falsely.

### **26.7 Notification of Illness**

(a) If illness or injury prevents an employee from reporting to work, he shall notify his supervisor or an alternate designated by his supervisor as far in advance as possible, but in no case later than one (1) hour after the time that the employee ordinarily reports to work. In work areas where special arrangements for earlier notification are established by the supervisor, such notification shall be given at least one-half (1/2) hour prior to the beginning of the shift. Otherwise, the absence will result in a salary deduction unless it can be shown that it was impossible for such notice to be given to the supervisor or the designated alternate. All special arrangements for earlier notification established by the University in accordance with this Section 26.7(a) will either be posted in the work area or given to the employee in writing, and a copy will be provided to the Union.

(b) If an employee has a telephone available to

him, he shall call to give such notification unless it would be a substantial physical hardship to make the call. If the employee does not have a telephone available to him, he shall make advance arrangements with his supervisor for a mutually agreeable method of notification.

(c) In the event a supervisor or the alternate cannot be reached, a notification may be given to the University telephone operator and such notification shall be deemed to comply with this Section. However, it is the employee's responsibility to first try to contact his own supervisor or the alternate. An employee who calls the University telephone operator without first trying to contact his supervisor or the alternate shall be deemed as not giving proper notification.

(d) When notification of absence has been received, if the supervisor feels the circumstances of the absence to be questionable, the supervisor may request, but shall not require, the employee to present a doctor's certificate upon return to work providing substantiation of the illness or injury.

### **26.8 Sickness and Accident Supplement**

(a) An employee with five (5) or more years of bargaining unit seniority who is absent beyond sixty (60) continuous calendar days for an illness or injury will be covered by the University's Sickness and Accident Supplement. However, an employee shall not be eligible for this Sickness and Accident Supplement if such employee has used more than six (6) sick days of accumulated sick leave without doctor's certification in the twelve (12) month period immediately preceding the absence. The doctor's

certification must be submitted to the University prior to the beginning of the absence.

(b) The Sickness and Accident Supplement shall entitle an employee to receive one-third (1/3) of pay for work days missed due to illness or injury under the following conditions:

1. Such pay is available beginning with the sixty-first (61st) day of the absence and ending on the one-hundred-eightieth (180th) day of absence.

2. Such pay is not available for any day for which the employee elects to charge accumulated sick leave at the regular rate in order to receive full pay for the day. However, the employee may elect and receive the Sickness and Accident Supplement pay and charge one-third (1/3) of a day accrued sick leave and receive two-thirds (2/3) pay for the day.

If an employee has used all of his accumulated sick leave, additional absence, at the option of the employee, may be charged as provided herein against other accumulated paid time off (see Article XXV, Section 25.5) and accumulated vacation.

3. Such pay shall be reduced by amounts for which the employee is eligible from Worker's Compensation, Social Security or other disability coverages not paid for entirely by the employee.

## **ARTICLE XXVII — ON-THE-JOB INJURY OR ILLNESS**

**(See also Additional Agreement  
33 on page 151.)**

### **27.1 Eligibility**

The following conditions apply for an employee with an injury or illness compensable (covered by) under the Workers' Compensation Act, Occupational Disease Act, or similar legislation.

### **27.2 Absence from Work for Employees hired on or before June 30, 2014**

(a) Absence during the first seven (7) calendar days. If the employee is absent during the first seven (7) calendar days following the date of injury, full salary shall be paid and the employee shall be charged one-third (1/3) of a day of sick leave for each work day of absence, or if sick leave balance is exhausted, the employee, at the option of the employee, may use vacation at the rate of one-third (1/3) of a day for each day of absence. If an employee who has charged sick leave or vacation in order to receive salary during this seven (7) day period subsequently received a Workers Compensation insurance check for that period, the employee shall endorse that check and return it to the University. The charge to sick leave accumulation, or vacation accumulation if appropriate, shall then be adjusted and prorated to the difference between the employee's gross salary and the amount of the check, but not to exceed one-third (1/3) day for each day of absence.

(b) Absence for eight (8) or more calendar days. If the employee is absent for eight (8) or more calendar days following the date of injury, the employee shall have the option to continue to receive full salary and be charged one-third (1/3) of a day of accumulated sick leave, or accumulated vacation if sick leave is expended, or to be placed on leave of absence without

pay. Any compensation checks the employee may receive while receiving full salary shall be endorsed and returned to the University. The charge to sick leave accumulation, or vacation accumulation if appropriate, shall then be adjusted and prorated to the difference between the employee's gross salary and the amount of the check, but not to exceed one-third (1/3) day for each day of absence. If the employee requests leave of absence, such leave shall commence the eighth (8th) calendar day of absence and may extend up to a maximum of thirty-six (36) months. The employee shall retain any Workers' Compensation insurance checks received for the period of the leave of absence without pay. If the amount received from Workers' Compensation is less than the employee's normal rate of pay, the employee may elect to charge sick leave accumulation in the appropriate amount, or in the absence of sick leave accumulation the employee may charge vacation accumulation in the appropriate amount, in order to make up the difference in pay during the first twenty-four (24) months of the leave. If an employee has earnings sufficient to accumulate vacation and sick leave, and the employee in any month reaches the maximum vacation accumulation for the employee, the one-third (1/3) day charge will be switched from accumulated sick leave and charged instead to vacation to the extent that the employee does not lose the vacation earned for that month.

(c) The one-third (1/3) day adjustment calculations shall be made no later than five (5) working days following determination of compensability and the employee's election of an option, as applicable, in

sections (a) and (b) above.

### **27.3 Absence from Work for Employees Hired on or After July 1, 2014**

(a) Absence during the first seven (7) calendar days. For the first seven (7) calendar days of absence for a compensable injury or illness the employee shall use accumulated sick leave, or at the option of the employee, be granted leave without pay.

(b) Absence for eight (8) or more calendar days. If the employee is absent, due to a compensable injury or illness, for eight (8) or more calendar days, the employee shall be placed on a leave of absence. Such leave shall commence the eighth (8th) calendar day of absence and may extend up to a maximum of thirty-six (36) months. The employee shall retain any Workers' Compensation insurance checks received for the period of the leave of absence without pay.

### **27.4 Modified Duty**

An evaluation of the employee's condition shall be made as soon as practical to determine the nature, extent, and anticipated duration of any incapacity. Based on the evaluation, the employee will be assigned to modified duty as available and appropriate to the employee's physical ability and skills for a period to be determined on an individual case basis. If such assignment is to a work schedule different from the employee's regular work schedule, the University shall give the employee five (5) calendar days' notice. A grade will be determined for the modified duty and the employee will be paid at that grade at the appropriate point on the salary scale attained by the employee. The full amount of any compensation

checks the employee may receive while the employee is on modified duty shall be retained by the employee except to the extent the weekly income from modified duty and Workers' Compensation exceeds the employee's regular weekly salary based on the hourly rate of the employee's regular job, in which event such excess shall be returned to the University. An employee on modified duty may be temporarily replaced in the employee's regular job for the period of the modified duty. Subsequent evaluations may be made as necessary to determine if an employee on leave of absence can be returned on modified duty. Except as modified above, all terms and provisions of this Agreement shall be applicable to an employee on such modified duty.

### **27.5 First Ninety (90) Calendar Days of Medical Treatment**

Where provided, and in accordance with applicable law, the employee shall select a health care provider from a panel of health care providers determined in advance by the University for any compensable treatment. The employee is required to treat with a health care provider from the panel for the first ninety (90) calendar days of medical treatment for the on-the-job injury or illness. Treatment that may occur subsequent to the first ninety (90) calendar days of treatment shall be by any health care provider of the employee's choice.

### **27.6 Insurance During Leave of Absence Without Pay**

The employee's biweekly contribution for all group health care and insurance coverages in which

enrolled shall be paid by the University, if the employee is on leave of absence without pay following an on-the-job injury, for the first twenty-four (24) months of such leave, provided the employee continues to receive Workers' Compensation insurance payments.

## **ARTICLE XXVIII — OTHER PAID TIME OFF**

### **28.1 Jury Service**

If an employee is on jury duty, the University shall pay the employee's full salary for time absent from work. If the approved time absent (as described above) results in the employee missing more than half of the employee's regularly scheduled work shift, the employee shall be excused from the remainder of the shift with no loss of salary (see Section 28.7 below).

### **28.2 Volunteer Fire Fighting**

The full pay of an employee shall be paid during the time spent by the employee during the employee's regular working hours in fighting fires or in answering other public alarms, provided that the employee is a member of the volunteer fire department that is engaged in the activity or, in the event of a forest fire, the employee is engaged in an organized forest fire fighting operation in the area in which the employee's campus or center is located (see Section 28.7 below). A member of a volunteer fire department shall be permitted to wear a device necessary for receiving alarm messages, but shall not respond to an alarm unless permission to leave work has been granted by the employee's supervisor either at the time or by advance arrangement.

### **28.3 Ambulance Driving**

(a) A member of a volunteer ambulance club or organization shall be permitted to wear a device necessary for receiving alarm messages, but shall not respond to an alarm unless permission to leave work has been granted by the employee's supervisor either at the time or by advance arrangement.

(b) The full pay of an employee shall be paid during the time spent by the employee during the employee's regular working hours in nonscheduled driving of an ambulance for a volunteer ambulance club or organization serving the community where the employee's campus or center is located.

(c) If an employee is a volunteer ambulance driver for a volunteer ambulance club or organization that does not primarily serve the community where the employee's campus or center is located, the full pay of the employee shall be paid during the time spent by the employee during the employee's regular working hours in driving an ambulance provided:

1. The driving is limited to unplanned emergencies, and
2. The employee is not called from work to drive (see Section 28.7 below).

### **28.4 Emergency Rescue**

The full pay of an employee shall be paid during the time spent by the employee during the employee's regular working hours when engaged in an organized emergency rescue of someone trapped in a cave, provided the employee is a member of an established spelunking club or organization and the rescue activity is in the area in which the employee's

campus or center is located.

### **28.5 Subpoenaed Witness**

If an employee is subpoenaed as a witness, the employee's full salary shall be paid for the time spent by the employee during the employee's working hours as a witness (see Section 28.7 below).

### **28.6 Certified Air-Raid Wardens, Airplane Spotters, Civil Defense Officials, and Civil Air Patrol Members**

An employee who is certified as an air-raid warden, airplane spotter, or civil defense official shall be paid the employee's full salary for the time spent by the employee during the employee's regular working hours on such duties provided there is an authorized alert and the Civil Defense authorities have requested him to report for duty. A member of a Civil Air Patrol Group involved in an air search and rescue mission shall be paid the employee's full salary for the time spent by the employee during the employee's regular working hours provided there is an authorized mission and the Civil Air Patrol authorities have requested the employee to report for duty (see Section 28.7 below).

### **28.7 Definition of Paid Time Off**

In Sections 28.1 through 28.6 above paid time off shall include time spent in the activity described, plus reasonable travel time, time necessary for normal sleeping, etc., as determined by management.

### **28.8 Death in Family**

Absence from work because of death in an employee's family shall be allowed with full pay on the fol-

lowing basis:

(a) Up to five days (40 hours) to be used consecutively, provided such amount of leave is required, for

1. an employee's: partner (spouse or an individual with whom the employee shares a committed, domestic relationship); parent (including stepparent, guardian, or foster parent); brother or sister (including half-brother or half-sister); child or stepchild and partners of same; and grandchild;

2. an employee's partner's: parent (including stepparent, guardian, or foster parent); child and partner of same; and grandchild.

A guardian as used in this Section 28.8 shall mean a person who raised the employee and served in the place of the parent for a substantial portion of the employee's minority life.

(b) Up to one day (8 hours) from the date of death through the date of the funeral inclusive for

1. an employee's: grandparent; niece or nephew; aunt or uncle and partners of same; and brother's or sister's partner;

2. an employee's partner's: brother or sister and partners of same; grandparent; niece or nephew; and aunt or uncle and partners of same.

(c) An employee who would qualify for death-in-family paid time off for regular work hours missed under the provisions of this Section who already is receiving paid time off chargeable either to vacation accumulation, compensatory time, a personal holiday or sick leave accumulation shall have such time off as applicable charged instead to death-in-family paid time off, up to the limits allowed under the provisions of this Section.

Additional time off shall be charged against the employee's vacation accumulation or as a payroll deduction, at the employee's option.

## **ARTICLE XXIX — HEALTH CARE INSURANCE**

**(See also Additional Agreements  
34 through 37 on pages 151-153.)**

**29.1** An employee in the bargaining unit has the option to be insured or not insured in the University's health care programs for medical, dental, and vision care coverage. Eligible dependents of an employee may be insured at the option of the employee.

**29.2 (a)** Effective January 1, 2015, an employee who opts to be insured in the University's health care programs will have a choice between either the PPO Blue or the PPO Savings medical plans. Employee contributions will be determined by salary indexing and a four-tier rate structure. The percentage of salary contributions per tier will be based upon an employee's base salary on September 30 of the preceding year. Base salary is defined as the employee's hourly rate x 2080; and hourly rate is defined as the point in the salary scale attained by the employee.

1. The following applies to the PPO Blue plan option:

The 2015 percentage of salary contributions per tier will be as follows:

<b>Tier</b>	<b>Percentage</b>
Individual	2.26%
Two persons	4.88%
Parent & child/children	4.55%
Family	6.10%

The 2016 percentage of salary contributions per tier will be as follows:

<b>Tier</b>	<b>Percentage</b>
Individual	2.37%
Two persons	5.12%
Parent & child/children	4.78%
Family	6.42%

The percentage of salary contributions for calendar year 2017 will be capped at the following percentages:

<b>Tier</b>	<b>Percentage</b>
Individual	2.56%
Two persons	5.53%
Parent & child/children	5.16%
Family	6.93%

Coinsurance and deductible amounts that were in place effective January 1, 2011, will remain the same through June 30, 2017.

2. The following applies to the PPO Savings plan option, a qualified high-deductible healthplan:

The 2015 percentage of salary contributions per tier will be as follows:

<b>Tier</b>	<b>Percentage</b>
Individual	1.04%
Two persons	1.81%
Parent & child/children	1.71%
Family	2.17%

The percentage of salary contributions for calendar years 2016 and 2017 will be capped at the following percentages:

<b>Tier</b>	<b>Percentage</b>
Individual	1.25%
Two persons	2.20%
Parent & child/children	2.05%
Family	2.60%

The coinsurance and deductible amounts will be as governed by the Internal Revenue Service.

In calendar years 2015, 2016, and 2017, the University will contribute to a Health Savings Account for employees enrolled in this plan. The University's contribution will be \$400 for those enrolled in an Individual plan and \$800 for those enrolled in a Family plan. The Family plans are the Two person, Parent & child/children, and Family tiers.

3. Effective January 1, 2015, an employee participating in a University medical plan will pay a \$75.00 surcharge per month if he indicates at initial enrollment or during the annual open enrollment period that he is a tobacco user and does not plan to cease using tobacco. In addition, if a spouse covered by the medical plan indicates at initial enrollment or during the annual open enrollment period that he is a tobacco user and does not plan to cease using tobacco, a \$75.00 surcharge per month will be paid as well.

4. In calendar year 2015 employees participating in a University medical plan who obtain a voluntary biometric screening from their primary care physician and in accordance with the University's requirements for same, shall receive a \$100.00 payment, less applicable taxes.

(b) The University shall assume the major share of basic dental care and vision care costs at 80% for the employee and 70% for covered dependents. Thus, the employee's contribution for a portion of the cost of the dental and vision programs in which the employee is enrolled shall be 20% for the employee only and 26% (the weighted average of 20% and 30%) for employee and dependent(s).

(c) In consultation with the Union, the University will establish a committee on benefits responsible for making recommendations to the University on benefits coverages and costs. The Union shall have the right to appoint a member of the bargaining unit or a full-time paid Union officer to serve on the committee. The Union representative will be provided necessary relevant information, including information as may be provided by a consultant retained by the University to assist the committee.

**29.3** Health care coverage for the employee and for dependents is effective on the first day of employment, provided the employee enrolls within thirty-one (31) calendar days of that date. If the employee or dependents are not insured by the employee within thirty-one (31) calendar days after becoming eligible, the next eligibility period to enroll shall be the annual open enrollment period, for coverage to be effective the next following January 1. No dependent coverage can be elected unless the employee is covered.

**29.4** If employment is terminated, the employee's, and dependent(s) if applicable, health care insurance coverage is terminated on the last day of the employee's final pay period, provided however, if an

employee or a covered dependent is totally disabled as of the time of the employee's termination, a major medical claim established for that disability shall continue to the end of the next following calendar year.

**29.5** When an employee or covered spouse becomes eligible for Medicare coverage, the University-sponsored medical plan remains primary. Information regarding Medicare coverage shall be provided by the University prior to the sixty-fifth (65th) birthday. Dental and Vision Care coverages for employees and their eligible dependents continue until retirement.

**29.6** In the event of layoff, coverage shall be in accordance with Article X concerning layoff.

**29.7** In the event any state or federal health care legislation as may be enacted during the term of this Agreement requires a revision of any article or section of this Agreement, including the supplements or riders thereto, or requires the University to provide to its employees a level of health care benefits which would constitute a reduction, duplication or expansion of the health care benefits provided under the provisions of Article XXIX, the parties shall enter into immediate collective bargaining negotiations, after receipt of written notice of desired amendments by either the University or Union, solely for the purpose of ensuring compliance with the applicable legislation and coordinating the health care benefits required under such legislation with the benefits provided under the provisions of Article XXIX, it being understood and agreed that the parties shall attempt, in good faith and to the extent practicable

under such legislation, to ensure that there is no reduction, duplication or expansion of the benefits provided under Article XXIX. If the parties do not reach agreement within sixty (60) days after receipt of such written notice, either party may submit the matter to arbitration in accordance with the provisions of this Agreement.

### **ARTICLE XXX — LIFE INSURANCE**

**30.1** Each employee shall have the basic amount of \$5,000 of life insurance which shall be paid by the University. In addition, employees hired prior to January 1, 1994 may continue participation in the Level Premium Plan, or choose to participate in the Age-Graded Plan. Employees hired on or after January 1, 1994 may choose to participate in only the Age-Graded Plan. Once an employee discontinues participation in the Level Premium Plan, he may not re-enroll in that program.

**30.2** Under the Level Premium Plan, the amount of insurance coverage shall be in accordance with the following schedules and conditions.

<b>Annual Salary</b>	<b>Life Insurance</b>	<b>A.D.&amp;D.</b>
\$14,000 to 15,999	28,000	28,000
16,000 to 17,999	32,000	32,000
18,000 to 19,999	36,000	36,000
20,000 to 21,999	40,000	40,000
22,000 to 23,999	44,000	44,000
24,000 to 25,999	48,000	48,000
26,000 to 27,999	52,000	52,000
28,000 to 29,999	56,000	56,000
30,000 and over	60,000	60,000

(a) For employees who were on the payroll prior to October 1, 1979 and who continue employment past the June 30 following their 65th birthday, the amounts of insurance and cost shall be the following:

	<b>Life</b>	
<b>Annual Salary</b>	<b>Insurance</b>	<b>A.D.&amp;D.</b>
\$14,000 to 15,999	18,200	18,200
16,000 to 17,999	20,800	20,800
18,000 to 19,999	23,400	23,400
20,000 to 21,999	26,000	26,000
22,000 to 23,999	28,600	28,600
24,000 to 25,999	31,200	31,200
26,000 to 27,999	33,800	33,800
28,000 to 29,999	36,400	36,400
30,000 and over	39,000	39,000

(b) For employees who are hired on October 1, 1979 or later, the amounts of insurance and cost shall be in accordance with the following charts following age 60:

**Effective July 1 coincident with or next following the 60th birthday**

	<b>Life</b>	
<b>Annual Salary</b>	<b>Insurance</b>	<b>A.D.&amp;D.</b>
\$14,000 to 15,999	18,200	18,200
16,000 to 17,999	20,800	20,800
18,000 to 19,999	23,400	23,400
20,000 to 21,999	26,000	26,000
22,000 to 23,999	28,600	28,600
24,000 to 25,999	31,200	31,200
26,000 to 27,999	33,800	33,800
28,000 to 29,999	36,400	36,400
30,000 and over	39,000	39,000

**Effective July 1 coincident with or next following the 65th birthday**

<b>Annual Salary</b>	<b>Life Insurance</b>	<b>A.D.&amp;D.</b>
\$14,000 to 15,999	11,900	11,900
16,000 to 17,999	13,600	13,600
18,000 to 19,999	15,300	15,300
20,000 to 21,999	16,900	16,900
22,000 to 23,999	18,600	18,600
24,000 to 25,999	20,300	20,300
26,000 to 27,999	22,000	22,000
28,000 to 29,999	23,700	23,700
30,000 and over	25,400	25,400

This plan provides a total and permanent disability benefit of the first \$20,000 of group term insurance, paid over a period of five years.

**30.3** Under the Age-Graded Plan, an employee may elect an amount of coverage equal to 1, 2, 3, 4 or 5 times salary (rounded to the nearest \$1,000 of salary) to a maximum of \$500,000. During the first year of enrollment the maximum amount of insurance is limited to the lesser of three times salary or \$150,000 without proof of insurability. In subsequent years, an employee may elect an amount of coverage equal to an additional one (1) times salary not to exceed the \$500,000 maximum. The amount of insurance under the age-graded plan will be reduced beginning at the 65th birthday according to the following schedule:

	Percent
Age	Reduction
65	35%
70	50%
80	75%

This plan provides for a waiver of premium in the event of total and permanent disability prior to age 60.

**30.4** Life insurance is effective on the first day an employee is appointed to a regular position in the bargaining unit, provided the employee has enrolled within thirty-one (31) calendar days of that date. If employment is terminated, except for retirement, an employee's life insurance coverage is terminated at the end of thirty-one (31) calendar days following the last day of an employee's final pay period.

## **ARTICLE XXXI — ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

An employee in the bargaining unit may be insured, at the employee's option, in the University's plan of accidental death and dismemberment insurance, in accordance with the terms and conditions thereof. This plan is separate and distinct from the benefit provided by the Level Premium Plan referenced in Section 30.2.

## **ARTICLE XXXII — BENEFITS INTO RETIREMENT**

### **32.1 Health Insurance**

For employees hired prior to January 1, 2010, those who retire but do not qualify for Medicare

coverage may continue to be insured, together with their eligible dependents who do not qualify for Medicare, in the medical coverage by continuing to make contributions for themselves and, if applicable, for dependent coverage. Upon qualification for Medicare coverage, all eligible retirees or dependents may continue to be insured in a University-sponsored Medicare plan by continuing to make contributions for themselves and, if applicable, for dependent coverage. Retirees and dependents are expected to participate in Medicare at their own expense.

Employee eligibility to continue into retirement group insurances listed in this section is determined as follows:

(a) The employee had at least fifteen (15) years of continuous participation in the applicable group insurance plan immediately preceding retirement at age 60 or older (employees hired prior to July 1, 1984 shall be subject to terms and conditions in effect at time of hire), or

(b) The employee had at least twenty-five (25) years of regular University employment, including at least ten (10) years of continuous participation in the applicable group insurance plan immediately preceding retirement, regardless of age.

(c) An employee whose participation in a group insurance plan involuntarily ceased because a lay-off exceeded 120 calendar days in accordance with Article X, Section 10.5, shall not be considered to have had a break in participation and, for the purpose of determining eligibility under this Section 32.1, the years of continuous participation already accumulated

will be included with years of continuous participation accrued following recall to active employment.

### **32.2 Retirement Health Care Savings Plan**

For employees hired on or after January 1, 2010, the University will contribute funds each month on their behalf to a retirement health care savings plan to help pay for qualified medical and health-related expenses in retirement, including the purchase of a health insurance policy.

Eligibility to access upon termination the plan listed in this section is determined as follows:

(a) The employee has completed twenty-five (25) years of continuous full-time service and is age 60 or older or,

(b) The employee has completed a minimum of fifteen (15) years of continuous full-time service and is age 65 or older.

### **32.3 Amount of Life Insurance**

Eligible employees as defined in Sections 32.1 and 32.2 may continue \$5,000 of life insurance into retirement, which shall be paid by the University.

### **32.4 Dental and Vision Coverage**

Benefits coverage for employees and their eligible dependents, except for certain continuances as specified in the insurance contracts, shall terminate on the last day of the pay period in which an employee retires.

### **32.5 Implementation of New or Revised Plan**

In the event a new or revised plan for continuation of benefits into retirement for University employees becomes effective during the term of this Agreement, bargaining unit members hired on or after the effective date of University implementation of such new or revised plan will be subject to conditions governing such plan as applicable to all other University employees not represented by a collective bargaining representative. Bargaining unit members hired prior to the implementation date of any such new or revised plan will continue under the conditions set forth in Sections 32.1 and 32.2 above.

## **ARTICLE XXXIII — PENSION**

Each employee in the bargaining unit, except those who previously waived participation, shall be a member of the appropriate retirement plan in effect at the University.

## **ARTICLE XXXIV — NOTICE OF TERMINATION OF EMPLOYMENT**

An employee shall give two (2) calendar weeks' notice of termination of employment.

## **ARTICLE XXXV — SAFETY AND HEALTH CONDITIONS**

### **35.1 Safety**

The safety of employees is an important concern to both the University and the Union.

(a) If an employee has reason to believe that a par-

ticular assignment or piece of equipment or apparatus would present undue hazard to the employee or to others, the employee has responsibility for informing the employee's supervisor of this condition.

(b) If an employee refuses to perform a particular assignment giving abnormal safety hazard as the reason for refusal, a University Safety Representative shall conduct a review of the facts to determine if such refusal was justified. If the refusal was not justified, the employee may be subject to disciplinary action.

(c) If an employee has knowledge that a University vehicle that he operates violates local, state, or federal codes or regulations governing weight, width or defective equipment, the employee has responsibility for informing the employee's supervisor of the condition. The University shall be responsible for the payment of monetary fines for such violations, unless the employee knew or should have known of the defect or condition and failed to report the same to the employee's supervisor, or unless the employee failed to follow directions to remedy the defect or condition.

(d) The University shall provide such items of safety equipment to an employee as are required by law.

(e) The University shall notify the Union of a bargaining unit employee lost-time accident.

(f) The full-time paid Union Officers shall be members of the University's Safety Council.

### **35.2 Safety Glasses**

The University shall provide safety goggles or shields where necessary for the safety of an employ-

ee. Where an employee's regularly assigned duties require the use of machine tools to work to precise or close tolerances, the University shall pay the additional costs for having the lenses made of tempered, industrial quality glass, provided the employee submits a statement to the employee's supervisor from a licensed optometrist or ophthalmologist on which the cost of the treated glass (excluding the prescription and grinding) is indicated.

### **ARTICLE XXXVI — EDUCATIONAL PRIVILEGES**

A regular employee is subject to the provisions of the University policy of educational privileges for employees and their eligible dependents in effect on July 1, 2014; provided, however, the University may amend or entirely eliminate said policy only to the extent required by any act of the General Assembly or in order to receive any appropriation from the Commonwealth of Pennsylvania.

### **ARTICLE XXXVII — EMPLOYEES HOLDING PUBLIC OFFICE**

**37.1** A regular employee in the bargaining unit may hold public office provided it does not interfere with the employee's performance of University duties.

**37.2** An employee who campaigns for any public office shall resign from the position or request formal leave of absence without salary for the duration of the campaign, if the campaign would interfere in any way

deemed significant by officers of the University with the performance of assigned University duties.

**37.3** If an employee is elected or appointed to a public office that would interfere in any way deemed significant by officers of the University with the performance of assigned University duties, the employee shall resign from the position or petition the University for a leave of absence without salary which may or may not be granted at the discretion of the University.

### **ARTICLE XXXVIII — STEWARDS**

**38.1** The University recognizes the rights of the Union to designate a reasonable number of Shop Stewards and alternates from the University's employment roles. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities within their assigned areas of responsibilities as mutually agreed upon by the parties:

(a) The investigation and participation in the processing of grievances with the University or its designated representatives in accordance with the provisions of the collective bargaining agreement.

(b) The collection of initiation fees and dues when authorized by the Union, provided that such collection shall be made at a time other than the work duty time of either the employee or the Steward.

(c) The transmission to the University of such messages and information which shall originate, and are authorized by the Union or its officers, and which are in writing unless of a routine nature, provided that

the act of such transmission does not cause any work stoppages, slowdowns, or other interference with the operation of the University.

**38.2** Stewards and alternates have no authority to take any strike action, or any other action interrupting the University's functions. The University recognizes these limitations upon the authority of the Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The University, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event a Steward has caused unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

**38.3** Stewards shall be permitted reasonable time to investigate or participate in the processing of grievances in accordance with the grievance procedure for employees in the Steward's area of responsibility on the University's property without loss of time or pay during their regular working hours; and where mutually agreed to by the Union and the University, off University property without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Steward shall make arrangements with the supervisor before making such investigations and shall also make arrangements with the supervisor of the employee to whom the Steward is rendering assistance.

A Steward may participate in the grievance proce-

ture unless such participation is specifically objected to by the employee.

**38.4** The Union shall notify the Manager of Employee Relations of the name of the Steward and alternates for each specific area of responsibility mutually agreed upon by the parties. Any change in the number of Stewards or alternates or any change in the specific geographic area served by a Steward or alternate shall be mutually agreed upon by the parties. The assignment of a specific area for a Steward shall not prohibit a Steward from serving as a substitute in another work unit at the campus location in the absence of a regular Steward or alternate for a meeting to be held between the University and an employee in accordance with Article VI of this Agreement, upon mutual agreement of the parties. If the University cannot reach a paid Union Officer, or if mutual agreement cannot be reached, the University may select an available Steward to serve as a substitute.

**38.5** The Steward is entitled to time off without salary to attend Union functions such as labor institutes, or the time may be counted as part of the Steward's annual vacation period. The Steward shall select which option the Steward desires. Arrangements for such time off shall be scheduled far enough in advance to enable the supervisors to provide coverage for the Steward's work in the Steward's absence.

### **38.6 Superseniority for Stewards**

A Steward shall have bargaining unit seniority that supersedes all other employees in the Steward's job title within the Steward's work unit for layoff pur-

poses only. This superseniority shall be contingent upon continued active service as a Steward. Such superseniority shall not apply to alternate Stewards.

In the event of layoff where there is a reduction in the number of operating areas to be served by Stewards, and where there are more Stewards with superseniority than the number of areas to be served, the determination of which Stewards shall have superseniority shall be determined by the Stewards' regular bargaining-unit seniority.

## **ARTICLE XXXIX — UNION ACTIVITIES**

**(See also Additional Agreement**

**38 on page 153.)**

### **39.1 Holding Meetings**

The Union may hold a meeting in a University building with the prior approval of the University. Such approval shall be granted by the Manager of Employee Relations.

### **39.2 Posting Notices**

The University agrees to provide space on existing bulletin boards to enable the Union to post notices. Such notices shall be posted by Union Stewards in their own area of responsibility.

(a) If any notices are posted that are detrimental to the interest of the University or derogatory to the University, such notices shall be immediately removed by the Union upon request by the University.

(b) Such notices shall be posted by the Steward or an alternate at times other than the Steward's University working hours.

**39.3** An employee may not attend a meeting of the Union during the employee's working hours unless permission is granted by the supervisor. The time off shall be charged against vacation accumulation or shall be treated as a pay deduction.

#### **39.4 Visits to Work Areas**

A full-time paid Union Officer or Business Agent designated under Article XIV of this Agreement may visit a University work area not otherwise restricted by University requirements upon request made to the Manager of Employee Relations or his designee. Such request shall be made sufficiently in advance to provide for arrangements for an alternate time for the visit if the time first requested would interfere with University operations. During such visit the Union Officer or Business Agent shall not interrupt the employees in the performance of their duties or permit interruption to take place, without the consent of the University. Nothing in this section, however, shall preclude the Union Officer or Business Agent conferring with an employee on the employee's own time.

### **ARTICLE XL — EMPLOYEE WORK UNIT PERSONNEL FILES**

**40.1** After the effective date of this Agreement, all internal correspondence to an employee regarding conduct or performance, warning letters, letters of commendation and formal performance evaluations may not be placed in the employee's work unit personnel file unless the employee shall have had an opportunity to review the material and sign

it; such signature by the employee shall not indicate concurrence in its contents. The employee shall have the right to submit two copies of a written statement concerning any material the employee finds objectionable within thirty (30) days of the receipt of such material. One (1) copy of such statement shall then become part of the employee's work unit personnel file and one (1) copy shall be provided to the employee's supervisor.

**40.2** (a) An employee shall be given reasonable access to the employee's work unit personnel file to review the file during regular business hours of the office where the file is maintained. Request for such access to the file shall be made by the employee to the employee's supervisor, and a member of management shall be present with the employee during the employee's review of the file.

(b) An employee shall be permitted to make handwritten notes from the file, but shall not be permitted to remove the file or portions thereof. A copy of any material in the file that, initially, had also been provided to or by the employee, but which the employee no longer has in his possession, shall be provided to the employee upon request.

## **ARTICLE XLI — AGREEMENT SUBJECT TO APPLICABLE LAW**

**41.1** If any article or section of this Agreement or of the supplements or riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be

restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and all supplements or riders thereto shall not be affected thereby.

**41.2** In the event any article or section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of desired amendments by either the University or Union solely for the purpose of arriving at a mutually satisfactory replacement for such article or section. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of such written notice, either party may submit the matter to arbitration in accordance with the provisions of this Agreement.

## **ARTICLE XLII — TERM OF AGREEMENT**

Subject to the wage reopener option, this Agreement shall be in full force and effect from July 1, 2014 through June 30, 2017, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and in the year first above written:

THE PENNSYLVANIA STATE UNIVERSITY

By: David J. Gray  
Sr. Vice President for Finance and  
Business/Treasurer

TEAMSTERS LOCAL UNION NO. 8, AFFILIATED  
WITH THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, REPRESENTING THE  
SCHOLASTIC TECHNICAL SERVICE  
EMPLOYEES OF THE PENNSYLVANIA STATE  
UNIVERSITY.

By: Jonathan M. Light

By: Charles A. Addleman

## **UNION NEGOTIATING AND EXECUTIVE COMMITTEE**

Jonathan M. Light, President

Charles A. Addleman, Secretary-Treasurer

Patrick J. Ebeling, Vice President

Leisa A. Hall, Recording Secretary

Clifford Hixson, Trustee

David A. McCaslin, Trustee

Ricardo Veruete, Trustee

Jay Aukamp

Larry Robertson

Mike Howe

Jen Bortz

## TABLE OF CONTENTS ADDITIONAL AGREEMENTS

<b>Number</b>		<b>Page</b>
1.	Article I Regular Job .....	129
2.	Article III Special Deductions .....	130
3.	Article III Checkoff.....	130
4.	Article V University Directives and Policies Identified by the Union.....	130
5.	Article VI Discipline and Discharge-Third Parties.....	131
6.	Article VIII Job Bid Grievances .....	131
7.	Article X Housing and Food Services Information at Time of Layoff.....	131
8.	Article X Layoff Obligations and Options.....	131
9.	Articles X & XXVI Sick Leave/ Alternate Work .....	132
10.	Article X Housing and Food Services Alternate Work .....	133
11.	Article X Housing and Food Services Core Group .....	133
12.	Article XII Warning Letters .....	133
13.	Article XII Job Announcements.....	134
14.	Article XII Multiple Job Vacancies.....	134
15.	Article XII Nonregular (Wage-Payroll) Employee Job Bids .....	134
16.	Article XII Written Tests.....	134

17.	Articles XIII, XXIV & XXVI	FMLA .....	135
18.	Article XV	Wage Reopener Option.....	136
19.	Article XV	Direct Deposit of Paychecks.....	137
20.	Article XVII	Required Work During Christmas/New Year's Holiday Break.....	137
21.	Article XVII	Overtime Rotation in Food Service Operations...	137
22.	Article XVII	Overtime Rotation in the Office of Physical Plant....	138
23.	Article XVII	Temporary Transfer in the Office of Physical Plant....	140
24.	Article XVIII	Training Commitment.....	141
25.	Article XIX	Housing and Food Services Policy Manual .....	143
26.	Article XIX	Temporary Assignment to a Different Location.....	143
27.	Articles XIX & XXV	Penn State Hospitality Services .....	143
28.	Article XIX	80 Hours in Fourteen Day Cycle .....	147
29.	Article XXIV	Vacation Relief Crew .....	147
30.	Article XXV	Martin Luther King, Jr.'s Birthday.....	149
31.	Article XXV	Airport Operations and Bryce Jordan Center .....	150
32.	Article XXV	December Holidays.....	150
33.	Article XXVII	Doctor's Visit For Work Related Illness or Injury	

		For Employes Hired on or Before June 30, 2014.....	151
34.	Article XXIX	Health Care Benefits.....	151
35.	Article XXIX	Maintenance Drugs .....	152
36.	Article XXIX	Health Screens .....	152
37.	Article XXIX	Flexible Benefits .....	153
38.	Article XXXIX	Payment of Union Negotiating Team Members .....	153
39.		Vehicle Registration Fee.....	153
40.		Committees .....	154
41.		Employees Performing Essential Services .....	155

## **ADDITIONAL AGREEMENTS**

**for the period July 1, 2014 through June 30, 2017**

### **1. ARTICLE I — REGULAR JOB**

a. For purposes of the clause “if it is determined that nonregular employees have worked on a job thirty (30) hours or more each week for twenty (20) weeks within a thirty (30) calendar week period” in the second sentence of Section 1.3(b) of the Agreement, the parties intend that said language shall apply to the following general situations:

(1) Employee A works on a job for thirty (30) hours or more each week for ten (10) weeks and Employee B then works on the same job for thirty (30) hours or more each week for ten (10) weeks, thus totaling twenty (20) weeks within a thirty (30) week calendar period for purposes of Section 1.3(b);

(2) Employee A works on a job for thirty (30) hours or more each week for five (5) weeks and five (5) weeks later, Employee B works on the same job for thirty (30) hours or more each week for fifteen (15) weeks, thus totaling twenty (20) weeks within a thirty (30) week calendar period for purposes of Section 1.3(b).

b. The above referenced clause shall not apply to the following general situation:

(1) The hours worked by six nonregular employees, each working five (5) hours per week on the same job and at the same time (e.g., noon to 1:00 p.m. Monday through Friday), or approximately the same time (e.g., one employee working noon to 1:00 p.m. and another working noon to 2:00 p.m.) would

not be combined or calculated so as to equal thirty (30) hours of work on a job, i.e., work performed by nonregular employees on a job at the same time shall not be combined for purposes of Section 1.3(b).

c. The University shall not reduce the hours of a job regularly scheduled forty (40) hours per week and use nonregular employees for the purpose of making up the difference between the reduced schedule and forty (40) hours.

## **2. ARTICLE III — SPECIAL DEDUCTIONS**

A special Union political action committee deduction shall be made from the wages of members of the bargaining unit who authorize the University in writing to make such deductions. Such deductions shall be remitted biweekly to the Union. An employee's authorization of a special deduction can be cancelled at any time.

## **3. ARTICLE III — CHECKOFF**

The checkoff procedures in effect shall be maintained for the term of this Agreement.

## **4. ARTICLE V — UNIVERSITY DIRECTIVES AND POLICIES IDENTIFIED BY THE UNION**

Upon request and as specifically identified by the Union, the University shall provide a copy of any University work-unit policy or directive pertaining to members of the bargaining unit. It is understood that stewards normally inform the Union of such policies or directives.

## **5. ARTICLE VI — DISCIPLINE AND DISCHARGE — THIRD PARTIES**

The University and Union agree that the decision to take disciplinary action should not be based solely on information provided by undisclosed third parties. The University and Union recognize, however, that in special circumstances the identity of a third party must be shielded, such as, for example, University students or customers.

## **6. ARTICLE VIII — JOB BID GRIEVANCES**

If more than one (1) written job bid grievance is filed for the same announced vacancy, the Union shall, if it wishes to pursue the matter, select one (1) of the grievances to be heard at the second step, and the remaining grievances shall be considered closed.

## **7. ARTICLE X — HOUSING AND FOOD SERVICES INFORMATION AT TIME OF LAYOFF**

In the event of a layoff, the University will furnish to the Union within fifteen (15) calendar days of the layoff:

- a. The dates of layoff and recall (if anticipated);
- b. Either the names of employees scheduled to work during the layoff with days of employment if known, or the names of those laid off, whichever is less burdensome.

## **8. ARTICLE X — LAYOFF OBLIGATIONS AND OPTIONS**

The following procedures will be followed in establishing work assignments for employees subject

to layoff:

a. Employees in Housing and Food Services will be offered the opportunity to apply for a leave of absence. Such leaves will be granted to the extent possible on the same basis used in previous years.

b. Employees shall exercise their bumping obligations to jobs in the same grade or next two (2) lower grades.

c. Employees shall be placed on alternate work positions available which are not more than two (2) grades below the employees' regular jobs; provided, however, that grade 7 and 8 employees in Housing and Food Services may decline alternate work that is two (2) or more grades below their regular jobs.

d. Employees will be offered an opportunity to bump into available jobs more than two (2) grades below their regular jobs.

e. Employees will be offered an opportunity for alternate work more than two (2) grades below their regular jobs.

f. The University will not contest unemployment compensation claims submitted by employees who do not elect to bump into or accept alternate work in jobs more than two (2) grades below their regular jobs (see d and e above).

## **9. ARTICLES X AND XXVI — SICK LEAVE/ ALTERNATE WORK**

It shall not be cause to deny pay for work time missed by an employee scheduled for alternate work who cannot report at the beginning of the alternate work because of an illness or injury; provided, how-

ever, that all provisions of Article XXVI, Sick Leave, shall apply.

## **10. ARTICLE X — HOUSING AND FOOD SERVICES ALTERNATE WORK**

No nonregular or student employee shall be hired in a Housing and Food Services (HFS) work area to perform work that could be alternate work, if qualified regular HFS employees on layoff express interest in and are available to perform the work.

## **11. ARTICLE X — HOUSING AND FOOD SERVICES CORE GROUP**

Work unit employees by bargaining unit seniority shall have the option to be assigned either core group work or alternate work; provided, however, if insufficient employees in a job title select core group positions, the least senior employee in the job title will be assigned to the available core group work. The provisions of Article X, Section 10.6 — Alternate Work, will be applicable to alternate work selected or assigned.

## **12. ARTICLE XII — WARNING LETTERS**

The Recruitment and Compensation Division will not forward to an area considering an employee who bid on a job a copy of a warning letter which had been on file for a period of more than twelve (12) months following the date of the letter.

### **13. ARTICLE XII — JOB ANNOUNCEMENTS**

Job announcements will include the following statement:

“In the absence of any applicants who meet the stated minimum requirements for an announced job in grades 5 through 1, extended learning periods may be provided for individuals who do not meet the minimum requirement.”

### **14. ARTICLE XII — MULTIPLE JOB VACANCIES**

If within two (2) calendar weeks of the closing date of an announcement an additional vacancy or vacancies become available in the work unit in the same job title, such additional vacancy or vacancies do not have to be announced under Section 12.3. The Union shall be notified in such instance within said two-week period and such vacancy or vacancies shall be so identified on the notice of job vacancy status issued pursuant to Section 12.5.

### **15. ARTICLE XII — NONREGULAR (WAGE-PAYROLL) EMPLOYEE JOB BIDS**

The University shall not accept formal job bids from nonregular (wage-payroll) employees for job vacancies announced in accordance with Article XII.

### **16. ARTICLE XII — WRITTEN TESTS**

a. The questions contained in a written mechanical or trades, landscape, or cook type of test administered by the University for the purposes of Article XII, Job

Vacancies, shall be made available for a confidential review with bargaining unit employees in the work unit selected by the University, in consultation with the Union, who have expertise in the job for which the test is being used.

The University shall reword or clarify, or shall eliminate, any questions that are identified by these employees as being unclear or not related to the duties of the job.

b. No later than September 30, 1999, the University shall provide to the Union a list of Office of Physical Plant and Housing and Food Services written tests described herein, along with each test's passing score, and the guidelines for test administration and security. Prior to changing the passing score or guidelines of any such test, the University will meet and discuss the change with the Union.

c. Upon the request of an employee who does not pass a written test, a representative of the human resources office of the work unit in which the test was given will meet with the employee to discuss areas where improvement is needed.

## **17. ARTICLES XIII, XXIV AND XXVI — FMLA**

The federal Family and Medical Leave Act (FMLA) of 1993 applies to an employee who has at least twelve (12) months of University employment (regular or nonregular), and who has worked at least 1,250 hours during the twelve (12) month period immediately prior to an FMLA-qualifying absence.

Applicable unpaid and paid time off will be counted by the University as FMLA-qualifying in calculating the legally mandated entitlement of up to a total of twelve (12) weeks of FMLA time off within a twelve (12) month period.

## **18. ARTICLE XV — WAGE REOPENER OPTION**

The Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (CPI-W, 1982-84=100), as reported by the Bureau of Labor Statistics for the month of June, 2014, shall be the base index for the wage reopener option. In the event the index for the month of April, 2016 shall exceed an increase of fifteen percent (15%) of the June, 2014 base, the wage rates to be paid from July 1, 2016 to June 30, 2017 shall be subject to renegotiation, at the option of the Union.

If the Union elects to request such renegotiation, it shall so notify the University in writing on or before June 15, 2016. If following such notification by the Union the parties are unable to agree on wages prior to July 1, 2016, the provisions of Article IV, Strikes and Lockouts, shall become inoperative until agreement is reached and the scheduled July 1, 2016 wage increase shall not be implemented. Provided, however, the fact that Article IV is inoperative shall not be deemed to grant to the employees any right to strike not permitted by state law governing public employees.

## **19. ARTICLE XV — DIRECT DEPOSIT OF PAYCHECKS**

An employee hired on or after November 1, 1993 shall be required as a condition of employment to participate in the University's program for the electronic direct deposit of paychecks. To the extent that this requirement is modified in a favorable manner for University employees not represented by a collective bargaining representative, such action(s) similarly shall apply to members of the collective bargaining unit represented by the Union.

## **20. ARTICLE XVII — REQUIRED WORK DURING CHRISTMAS/NEW YEAR'S HOLIDAY BREAK**

An employee on layoff who is required to work while the employee is receiving holiday pay during a Christmas/New Year's holiday break shall receive overtime pay in accordance with Section 17.3 of the Agreement for the hours worked, if the employee's pay that week exceeds the number of hours of the employee's normal weekly work schedule.

## **21. ARTICLE XVII — OVERTIME ROTATION IN FOOD SERVICE OPERATIONS**

The following job titles in Housing and Food Services operations will be combined for purposes of overtime rotation (Section 17.4) of the Agreement:

1. Food Preparer A and Food Preparer B at all locations.

2. Snack Bar Worker A, Snack Bar Worker B, Snack Bar Attendant, and Snack Bar/Janitorial

Worker A at locations other than University Park.

## **22. ARTICLE XVII — OVERTIME ROTATION IN THE OFFICE OF PHYSICAL PLANT**

The following procedures will be followed in assigning work for certain overtime situations in the Office of Physical Plant:

### **a. Renovation Services**

1. When overtime is required on a job, the University may keep one (1) employee per trade on the job who has been working on that job, without rotating that assignment; provided, however, in such event, the University shall rotate additional positions in the applicable trade and further provided, a majority of the employees on the job during the regular shift shall determine an equitable method for deciding which employee will remain on the job.

2. This provision affects only Renovation Services in the trades of refrigeration, electrical, heating and ventilating, plumbing, carpentry, welding, painting, sheet metal, and floor covering.

3. Employees subject to this provision shall not be unreasonably required to work overtime.

4. This provision applies only to jobs already in progress, and is not intended to be a mechanism to distribute overtime unfairly among employees.

### **b. Work beyond the end of a shift, any OPP area**

1. When overtime less than three (3) hours is required at the end of the shift for the employee(s) to complete a job, rotation of overtime shall not be required. If such employee(s) work(s) three (3) or more hours, the employee(s) to whom the work otherwise would have been rotated, if any, shall be

provided an opportunity to work sufficient overtime hours to compensate for the overtime hours missed, at a time mutually agreeable to the employee(s) and the supervisor, and the employee(s) shall be paid at the rate of two and one-half (2 1/2) times the hourly rate for such hours worked.

2. Employees subject to this provision shall not be unreasonably required to work overtime.

3. This provision is not intended to be a mechanism to distribute overtime unfairly among employees, and any disputes shall be settled in accordance with the grievance procedure. If it is determined by agreement of the parties or decision of an arbitrator that an employee was distributed overtime unfairly, that employee shall not be eligible for overtime under Section b(1) herein for a period of six (6) months from the date of such determination.

4. Upon request of the Union, the University shall provide overtime information for a job title in a specified work area.

c. Overtime rotation, all OPP areas except janitorial

1. All rotated overtime will be from one list by job title. If there is mutual agreement by employees and the University, rotated overtime may be from one list by job titles. This rotation list will be used for all rotated overtime purposes; no separate scheduled overtime or call-out overtime rotation lists will be maintained.

2. This subsection (c) will not apply to regular annual overtime (as defined under Section 17.6), already-established annual overtime (rotations such as football and snow removal), and emergency overtime (as defined under Section 17.5).

## **23. ARTICLE XVIII — TEMPORARY TRANSFER IN THE OFFICE OF PHYSICAL PLANT**

Effective January 1, 2015, the following conditions apply for temporary transfer assignments within the Office of Physical Plant (OPP).

a. Employees will indicate their interest in temporary transfer assignments by providing complete information in writing on their background and experience; such list shall be maintained centrally within OPP by human resources personnel.

b. A temporary transfer assignment available under the purview of a supervisor, expected to last ten (10) consecutive weeks or less:

1. Shall be made within the crew under the purview of that supervisor without any obligation to choose from the list, provided the employee is available and has the qualifications to perform the work.

2. Should no employee within the crew be available and have the qualifications to perform the work:

(a) An assignment expected to last six (6) consecutive weeks or less shall be made to an employee deemed most appropriate from the list of employees who have indicated interest, provided the employee is available and has the qualifications to perform the work.

(b) An assignment expected to exceed six (6) consecutive weeks shall be made in work unit seniority order from the list of employees who have indicated interest, provided the employee is available and has the qualifications to perform the work.

3. If no available employee with the qualifica-

tions to perform the work has indicated interest in an assignment, the University may assign the work to the employee it deems most appropriate to perform the work.

c. A temporary transfer assignment, expected to exceed ten (10) consecutive weeks:

1. Shall be made in work unit seniority order from the list of employees who have indicated interest, provided the employee is available and has the qualifications to perform the work.

2. If no available employee with the qualifications to perform the work has indicated interest in an assignment, the University may assign the work to the employee it deems most appropriate to perform the work.

## **24. ARTICLE XVIII — TRAINING COMMITMENT**

a. Housing and Food Services employee (defined as any technical-service employee in the following work units: Food Service Dining Commons, HUB Dining, Café Laura, Campus Catering, Food Production and Distribution, HFS Maintenance Services, Housing, Penn State Altoona HFS, Penn State Beaver HFS, Penn State Berks HFS, Penn State Erie–The Behrend College HFS, Penn State Harrisburg HFS, Penn State Hazleton HFS, Penn State Greater Allegheny HFS, Penn State Mont Alto HFS, Penn State Schuylkill HFS) may request payment for the cost of a correspondence course(s) at 100%, and tuition for a vocational-technical classroom course(s) at 50%, up to an annual maximum as

established by the University. Such course(s) must be directly related to specific HFS career goals identified by the employee in consultation with his supervisor and approved by the HFS Human Resources office at University Park.

Approval for course payment must be obtained in advance from management, which shall not unreasonably deny an employee's request. An employee who fails to complete a course successfully shall reimburse the University for the University share of the course. All time spent by the employee during his regular work hours in activities relating to taking a course, such as traveling and attending class, shall be charged against the employee's accumulated vacation if any.

b. All other employees may request payment for the cost of a correspondence course(s) at 100%, and tuition for a vocational-technical classroom course(s) at 50%, up to an annual maximum as established by the University. Such course(s) must be directly related to specific work unit related career goals identified by the employee in consultation with his supervisor and work unit's Human Resources office. Approval for course payment must be obtained in advance from management, which shall not unreasonably deny an employee's request. An employee who fails to complete a course successfully shall reimburse the University for the University share of the course. All time spent by the employee during his regular work hours in activities related to taking a course, such as traveling and attending class, shall be charged against the employee's accumulated vacation if any.

## **25. ARTICLE XIX — HOUSING AND FOOD SERVICES POLICY MANUAL**

Housing and Food Services (HFS) shall maintain an employee copy of the HFS policy manual for each work area, for review by HFS employees during paid break time or meal periods.

Such manual shall include the dining commons shift schedules. The manual also shall include a copy of the June 18, 1993 letter agreed to by the parties regarding summer alternate work schedules.

## **26. ARTICLE XIX — TEMPORARY ASSIGNMENT TO A DIFFERENT LOCATION**

In the event an employee is required to directly report for work on a temporary basis at a campus or other Penn State location other than that to which he regularly reports, any travel time in excess of his normal commute from his residence, in both directions, shall be considered as time worked.

## **27. ARTICLES XIX AND XXV — PENN STATE HOSPITALITY SERVICES**

This Additional Agreement is expressly limited in scope and applies only to Penn State Hospitality Services employees. The parties mutually recognize that Penn State Hospitality Services presents a unique business dynamic that does not exist in other work units within the University. Among other things, Penn State Hospitality Services must respond to customer needs and related unpredictable work loads, and further must effectively compete for the services it provides. For these reasons,

the parties have created innovative mechanisms to address the unique needs of Penn State Hospitality Services. However, the parties wish to stress that this Additional Agreement is specifically tailored to Penn State Hospitality Services only and shall not be applicable to other work units. This limitation is not intended to affect or limit the applicable scope of any other Additional Agreement.

### **Work Schedules**

a. All work schedules shall be posted at least two weeks in advance of the effective date.

b. If customer needs unexpectedly require that additional staff be scheduled after a work schedule has been posted, the following order for filling such assignments with qualified employees is established:

1. Temporary transfer or temporary change of work location within the work unit

2. Regular employees who volunteer to change their scheduled shift and/or day(s) off

3. Student employees

4. Nonregular employees (wage payroll)

5. Involuntary change of regular employees' work schedules by reverse seniority order

c. If customer needs unexpectedly require that fewer staff be scheduled after a work schedule has been posted, the following order for changing posted work schedules is established:

1. Nonregular employees (wage payroll)

2. Student employees

3. Temporary transfer or temporary change of work location within the work unit

4. Regular employees who volunteer to change their scheduled shift and/or day(s) off

5. Involuntary change of regular employees' work schedules by reverse seniority order

d. When changes in scheduling require that regular employees' work schedules be changed, the following conditions will apply:

Whenever possible, employees will be given at least seventy-two (72) hours' notice of changes in scheduled days of work and/or changes in shift. If Penn State Hospitality Services is unable to give an employee seventy-two (72) hours' notice and the change in schedule requires the employee to work on a day previously scheduled as a day off, the employee will receive one and one-half times the hourly rate for hours worked on that day. If Penn State Hospitality Services is unable to give an employee seventy-two (72) hours' notice of change of shift, the employee will receive one and one-half times the hourly rate for hours worked on the new shift which fall outside of the originally scheduled shift. [The trigger for the seventy-two (72) hours' notice shall be either the originally scheduled start time or the new start time, whichever is earlier.]

e. If after a work schedule has been posted, an employee requests that his scheduled day(s) off be changed, such request shall be granted provided that customer needs can be met satisfactorily.

No minimum time is required for a request for change in schedule or time off. If a number of requests for schedule changes or time off are received for the same job title, or work group, every effort will be made to honor such requests, as long as customer needs can be met.

f. The Laundry will have three positions on a fixed

schedule: one (1) grade 8 Laundry Operator/Truck Driver and two (2) grade 11 Laundry Workers. In addition, the Laundry will maintain four (4) positions on a “various/various” schedule. All other positions in the Laundry in existence as of June 30, 2006, which have been identified as fixed schedule positions, will remain fixed schedule positions for as long as those employees remain in those positions.

### **Holidays**

The following days are established as holidays for Penn State Hospitality Services employees hired on or after January 1, 1991:

A Personal Holiday	Independence Day
New Year’s Day	Labor Day
Memorial Day	Christmas Day

Such employees shall earn six (6) service days each calendar year in lieu of the Thanksgiving Day holiday and the additional holidays granted at Christmas time to other regular employees pursuant to Section 25.1. The earning and application of service days shall be in accordance with provisions elsewhere in the Agreement.

Employees holding positions in the Laundry as of June 30, 2006 will remain covered by the provisions of Article XXV — Holidays for as long as those employees remain in the Laundry. Should such an employee move to the Nittany Lion Inn or the Penn Stater, and he was hired on or after January 1, 1991, he will be subject to the holiday provisions outlined in this section of Additional Agreement 27.

### **Assignment of Tables**

Every attempt shall be made to distribute equitably

the assignment of dining room customers to Table Attendants. However, recognizing the importance of customer service and satisfaction, the University and the Union agree that customer requests and accommodations shall be the first priority in the assignment of tables.

### **Job Announcements**

Job announcements for vacancies in Penn State Hospitality Services will identify the “home base” of announced vacancies, i.e., Nittany Lion Inn, Penn Stater, or Laundry.

## **28. ARTICLE XIX — 80 HOURS IN FOUR-TEEN DAY CYCLE**

Where permitted by law, employees may be scheduled to work their regular hours on a fourteen (14) day cycle basis during which eighty (80) hours may be scheduled without the payment of overtime; provided however, it is understood that there are no positions subject to the foregoing as of the effective date of this Agreement.

## **29. ARTICLE XXIV — VACATION RELIEF CREW**

To provide for granting requests for short-term use of accumulated vacation, compensatory time, personal holidays, and no-pay days each year from the first day of class of Fall Semester to the last day of class of Spring Semester, excluding final cleanup periods (except for cases of extreme emergency), in University Park Food Service Dining Commons, Food Production and Distribution, HUB Dining, and

Housing, four (4) grade 10 positions shall be maintained to serve as a relief crew.

These employees shall fill in as necessary in order that employees in the aforementioned work units may be granted short-term vacation (including compensatory, personal holiday, or no pay) time off. The relief worker may fill in for an employee other than the employee requesting vacation, if temporary transfer or other arrangements cover the requesting employee's work.

A total of thirty (30) days of vacation per week to requesting employees is guaranteed.

Requests shall be granted on the basis of work unit seniority.

Within a work area on any given day, only one (1) Food Preparer may be off. Within a work area on any given day, no more than a total of four (4) employees [including one (1) Food Preparer] may be off.

Requests for vacation time off shall be made at least twenty-one (21) calendar days in advance of the first day of the requested vacation period (pre-scheduled time). The University will respond to the request at least seven (7) calendar days prior to the first day of the requested vacation period.

Pre-scheduled time off shall be limited to no more than five (5) consecutive days, and the maximum pre-scheduled time off hereunder, together with time off charged to vacation, compensatory time, personal holidays, and no pay for other than illness or injury [time off of less than four (4) hours in any day shall not be counted] shall be seven (7) days during the period described herein.

If relief workers are available for requests for pre-

scheduled time off, such requests shall be granted without regard to the reasons for the requests.

Requests for vacation time off made less than twenty-one (21) calendar days in advance of the first day of the requested vacation period shall be granted without regard to the reasons for the request or the number of days of time off previously taken, if relief workers are available.

If the number of vacation requests does not require assignment of all relief worker time, available relief worker time shall be utilized in other Housing and Food Services operations. However, a vacation request shall have first priority provided the request is received at least seventy-two (72) hours in advance of the beginning of the employee's shift on the day requested.

Relief worker positions shall have flexible days off and shifts.

With the approval of the Union, the University from time to time may adjust the number of relief workers to the extent that four (4) such workers are not needed to meet the short-term vacation needs of the employees. The reasonableness of a refusal by the Union to approve such a reduction shall be subject to the grievance procedure.

### **30. ARTICLE XXV — MARTIN LUTHER KING, JR.'S BIRTHDAY**

Any official observance by the University in recognition of Martin Luther King, Jr.'s Birthday that affects other regular staff employees shall be extended in like manner to members of the bargaining unit.

### **31. ARTICLE XXV — AIRPORT OPERATIONS AND BRYCE JORDAN CENTER**

The following days are established as holidays for Airport Operations employees hired on or after July 1, 2011 and Bryce Jordan Center employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Such employees shall earn six (6) service days each calendar year in lieu of the personal holiday and the additional holidays granted at Christmas time to other regular employees pursuant to Section 25.1. The earning and application of service days shall be in accordance with provisions elsewhere in the Agreement. No layoffs shall occur during Christmas time, except in the event of an emergency.

### **32. ARTICLE XXV — DECEMBER HOLIDAYS**

An employee entitled to the December holidays established in Section 25.1, who regularly works forty (40) hours per week on a schedule of fewer than five (5) days per week, shall not be granted another day of time off with pay pursuant to Section 25.5 if the December holiday schedule results in all of the employee's workdays in a workweek being considered as holidays, and the employee accordingly receives forty (40) hours of holiday pay for that week.

### **33. ARTICLE XXVII — DOCTOR’S VISIT FOR WORK RELATED ILLNESS OR INJURY FOR EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2014**

For employees hired on or before June 30, 2014, the Agreement provides for charging absence from work as a result of an injury or illness compensable under the Workers’ Compensation Act, Occupational Disease Act or similar legislation at the rate of one-third (1/3) of a day of sick leave for each workday of absence.

In the event an employee hired on or before June 30, 2014 needs to miss work for a doctor’s visit for such injury or illness, the one-third (1/3) charge rate shall apply, even though the employee is not eligible for Workers’ Compensation insurance compensation checks for lost time; provided, however, that the University shall have the right to require the employee to sign a waiver permitting the University to obtain medical verification that the absence from work for the doctor’s visit is bona fide and medically necessary for treatment of the on-the-job injury or illness.

### **34. ARTICLE XXIX — HEALTH CARE BENEFITS**

In the event a new or revised health care plan becomes available during the term of this Agreement, the University will make the plan available to technical-service employees on the same basis as it is made available to all other University employees not represented by a collective bargaining representative. To the extent that employee contribution rate(s) for

health care coverage(s) applicable to technical-service employees are eliminated, reduced, restructured or otherwise modified in a favorable manner for University employees not represented by a collective bargaining representative, such action(s) similarly shall apply to members of the collective bargaining unit represented by the Union.

### **35. ARTICLE XXIX — MAINTENANCE DRUGS**

The wholesale cost plus handling for filling common maintenance drug prescriptions through University facilities shall continue in effect for the term of this Agreement.

An employee who retires on a pension and is eligible for continuation of insurance into retirement in accordance with Article XXXII is eligible to participate in the University's Maintenance Prescription Drug Plan. Provided, however, that if this provision shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of this provision shall be restrained by such tribunal pending final determination as to its validity, Article XLI, Section 41.2 shall not apply; the Plan simply shall be discontinued for the aforementioned retirees.

### **36. ARTICLE XXIX — HEALTH SCREENS**

The University will continue to offer certain health screens to employees at no cost with no loss for work time missed.

### **37. ARTICLE XXIX — FLEXIBLE BENEFITS**

Bargaining unit employees hired on or after January 1, 1994 will be automatically enrolled in Flexible Benefits Option #1 and have their deductions for health and life insurance taken on a pretax basis. To the extent that this requirement is modified in a favorable manner for University employees not represented by a collective bargaining representative, such action(s) similarly shall apply to members of the collective bargaining unit represented by the Union.

### **38. ARTICLE XXXIX — PAYMENT OF UNION NEGOTIATING TEAM MEMBERS**

In respect to collective bargaining sessions for a new Agreement, the University and Union will share equally (50-50 basis) the amount of straight time wages, for up to eight (8) hours, for up to eight (8) employees attending each joint negotiation session during their scheduled working hours. Furthermore, if more than eight (8) such employees attend any joint negotiation session, this calculation of wages will be based on the eight (8) highest graded employees attending. The Union will reimburse the University for the Union's share of the employees up to eight (8) and will reimburse the University for 100% of the wages for those employees, if any, over eight (8) on the Union's negotiating team who attend any joint negotiation session during their scheduled working hours.

### **39. VEHICLE REGISTRATION FEE**

- a. The vehicle registration fee for individuals who

park in University Park parking lots shall be in accordance with the following schedule:

Effective Date	Open Lots	Reserved Lots	Commuter Lots
July 1, 2014	\$37.00	\$37.00	\$10.00
July 1, 2015	37.00	37.00	10.00
July 1, 2016	37.00	37.00	10.00

b. The registration fee at all other University locations away from University Park will be the Open Lot fee as provided by Section (a) herein.

c. The Union may designate one (1) University Park employee to serve on an area-specific parking advisory committee; provided, however, that no employee may serve on more than one (1) such committee.

d. Scheduled bus service to and from the Commuter Lot, currently provided by the Campus Loop and Campus Link routes, shall be at no charge to the employee for the term of the Agreement.

e. To the extent that the fees set forth herein are not implemented, delayed in their implementation, reduced, restructured or otherwise modified in a favorable manner for University employees not represented by a collective bargaining representative, such action(s) similarly shall apply to members of the collective bargaining unit represented by the Union.

#### **40. COMMITTEES**

The parties agree that interactions between employees and management contribute to the mutual goals of good communication, cooperation, and understanding. With the exception of the safety,

parking, and benefits committees mentioned elsewhere in this Agreement, the parties also agree that such interactions should not include discussion of wages, hours, and terms and conditions of employment which are under the purview of the collective bargaining agreement. The Union must approve the participation of an employee invited or requested by the University to serve on a formally appointed committee. It is understood that a group discussing such things as work processes, quality improvement, or areas of work-related expertise does not constitute a formally appointed committee.

#### **41. EMPLOYEES PERFORMING ESSENTIAL SERVICES**

An employee identified by the University as performing essential services shall be so notified in writing at the beginning of each fall semester. Unless notified otherwise by the University, all such employees are expected to report to work during any official University closedown of a campus or facility.

## Effective July 1, 2014

<b>Grade</b>	<b>Hiring Rate</b>	<b>B Rate</b>	<b>A Rate</b>	<b>Job Grade Rate</b>
1	\$25.10	\$26.76	\$28.43	\$30.22
2	23.97	25.49	27.18	28.90
3	22.90	24.41	25.91	27.66
4	21.91	23.31	24.75	26.35
5	20.78	22.12	23.55	24.99
6	18.03	20.04	21.33	22.71
7	16.91	18.74	19.96	21.24
8	16.33	18.19	19.32	20.54
9	13.50	15.04	16.01	17.03
10	13.08	14.63	15.46	16.47
11	12.68	14.15	15.03	16.00
12	12.37	13.78	14.65	15.55

**Effective July 1, 2015**

<b>Grade</b>	<b>Hiring Rate</b>	<b>B Rate</b>	<b>A Rate</b>	<b>Job Grade Rate</b>
1	\$25.60	\$27.30	\$29.00	\$30.82
2	24.45	26.00	27.72	29.48
3	23.36	24.90	26.43	28.21
4	22.35	23.78	25.25	26.88
5	21.20	22.56	24.02	25.49
6	18.39	20.44	21.76	23.16
7	17.25	19.11	20.36	21.66
8	16.66	18.55	19.71	20.95
9	13.77	15.34	16.33	17.37
10	13.34	14.92	15.77	16.80
11	12.93	14.43	15.33	16.32
12	12.62	14.06	14.94	15.86

## Effective January 1, 2016

<b>Grade</b>	<b>Hiring Rate</b>	<b>B Rate</b>	<b>A Rate</b>	<b>Job Grade Rate</b>
1	\$25.98	\$27.71	\$29.44	\$31.28
2	24.82	26.39	28.14	29.92
3	23.71	25.27	26.83	28.63
4	22.69	24.14	25.63	27.28
5	21.52	22.90	24.38	25.87
6	18.67	20.75	22.09	23.51
7	17.51	19.40	20.67	21.98
8	16.91	18.83	20.01	21.26
9	13.98	15.57	16.57	17.63
10	13.54	15.14	16.01	17.05
11	13.12	14.65	15.56	16.56
12	12.81	14.27	15.16	16.10

## Effective July 1, 2016

<b>Grade</b>	<b>Hiring Rate</b>	<b>B Rate</b>	<b>A Rate</b>	<b>Job Grade Rate</b>
1	\$26.50	\$28.26	\$30.03	\$31.91
2	25.32	26.92	28.70	30.52
3	24.18	25.78	27.37	29.20
4	23.14	24.62	26.14	27.83
5	21.95	23.36	24.87	26.39
6	19.04	21.17	22.53	23.98
7	17.86	19.79	21.08	22.42
8	17.25	19.21	20.41	21.69
9	14.26	15.88	16.90	17.98
10	13.81	15.44	16.33	17.39
11	13.38	14.94	15.87	16.89
12	13.07	14.56	15.46	16.42

**Effective January 1, 2017**

<b>Grade</b>	<b>Hiring Rate</b>	<b>B Rate</b>	<b>A Rate</b>	<b>Job Grade Rate</b>
1	\$26.90	\$28.68	\$30.48	\$32.39
2	25.70	27.32	29.13	30.98
3	24.54	26.17	27.78	29.64
4	23.49	24.99	26.53	28.25
5	22.28	23.71	25.24	26.79
6	19.33	21.49	22.87	24.34
7	18.13	20.09	21.40	22.76
8	17.51	19.50	20.72	22.02
9	14.47	16.12	17.15	18.25
10	14.02	15.67	16.57	17.65
11	13.58	15.16	16.11	17.14
12	13.27	14.78	15.69	16.67

## INDEX

	<b>Section</b>	<b>Page</b>
Absence		
chargeable as sick leave	26.2	89
due to death in family	28.8	101
for child care	13.1	52
for family member	13.1	52
for maternity leave	13.1	50
for military service	13.1	50
in excess of accumulated sick leave	26.5	91
leave of	13.1	49
on the job injury	27	94
unauthorized	9.8	32
vacation	24	80
Accident		
insurance (Accidental Death and Dismemberment)	31	111
on the job	27	94
Agreement		
term of	42	123
Agreements, additional		
appendix		125
Air-raid wardens	28.6	101
Airplane spotters	28.6	101
Alternate work	10.6,12.6	38, 49
Ambulance driving	28.3	100

	<b>Section</b>	<b>Page</b>
Announcements		
job	12.3	45
union related	39.2	120
Annual		
notification of Food Service		
vacancies	12.2	44
rotation of overtime	17.6	67
Arbitration		
decisions	8.7	24
expenses	8.8	24
selection of arbitrators	8.6	23
Attending meetings	8.14,39.1	25, 120
Bargaining unit seniority	9.5	30
Bidders		
consideration of	12.4	46
Civil Air Patrol members	28.6	101
Civil Defense officials	28.6	101
Computing time limits	8.2	19
Death in family	28.8	101
Discharge	6.3	18
Discipline	6.2	17
Dues checkoff	3.1	12
Employee		
definition of	1.3	6
holding public office	37	116
nonregular	1.3	6

	<b>Section</b>	<b>Page</b>
regular	1.3	6
student	1.3	7
Educational privileges	36	116
Fair share fee	2.3	11
Grievance procedure	8	19
Holidays		
definition of	25.1,25.3	84, 86
listing of	25.1,25.2	84, 85
pay provisions	25.4,25.5	86, 87
Illness		
notification of	26.7	92
Injury		
absence (on-the-job)	27	94
Insurances		
accidental death and dismemberment insurance	31	111
amounts of life	30.1	108
continuation of into retirement	32.1	111
dental	29.1	103
during leave without pay	13.5	56
health care	29.1	103
vision	29.1	103
Job announcements	12.3	45
Job evaluation grievance	8.3	20
Job information	20.1	77
Job vacancies		

	<b>Section</b>	<b>Page</b>
superseniority	10.9	40
Jury service	28.1	99
Lateral moves	12.1	43
Layoff		
definition of	10.1	33
employee rights during	10.5	36
notice of	10.4	35
order of	10.2	34
time of issuance of paycheck	10.8	40
Leave of absence		
early return from	13.8	58
for child care	13.1	52
for family member	13.1	52
for maternity	13.1	50
for military	13.1	50
for other reasons	13.1	54
for Union business	14.1	60
length of	13.2	54
membership in group insurances	13.5	56
purpose of	13.1	49
return to active service	13.6	57
Meal costs for eligible employees	15.2	61
Meetings		
attendance at (special)	8.12	25
holding of (Union)	39.1	120
Membership in the Union	2	10

	<b>Section</b>	<b>Page</b>
Military leave of absence	13.1	50
Nondiscrimination	23	80
Notice of recall	11.2	42
Notification of job vacancies	12.1	43
On the job injury	27	94
Order of recall	11.1	40
Other paid time off	28	99
Overtime		
call outs	17.8	68
definition of	17.1	65
emergency	17.5	67
limitation of	17.2	65
meals	17.9	69
pay for	17.3	66
regular annual	17.6	67
rotation of	17.4	66
Pay rate for paid time off	10.7	39
Pension	33	114
Postings		
of union notices	39.2	120
of seniority lists	9.10	33
Probationary employee	9.4	29
Recall		
order of	11.1	40
Reclassification		
into or out of bargaining unit	21.1	78

	<b>Section</b>	<b>Page</b>
Retirement	33	114
Safety Council	35.1	114
glasses	35.2	115
grievance	8.4	21
Seniority		
bargaining unit	9.5	30
superseniority	38.6	119
work unit	9.6	30
Seniority listings	9.10	33
Shift		
change of	9.6,19.1	30,72
premium	16	64
Sick leave		
absence chargeable	26.2	89
accumulation of	26.1	88
fitness to return to employment	26.3	90
requirement of doctor's certificate	26.6	91
sick family days	26.2	89
termination payoff	26.4	91
unusual use of	26.6	91
Sickness and Accident		
Supplement	26.8	93
Stewards	38	117
Strikes and lockouts	4	13
Subcontracting	22	79
Subpoenaed witness	28.5	101

	<b>Section</b>	<b>Page</b>
Supervisory functions	5.2	15
Tardiness	7.1	19
Temporary transfer		
definition of	18	69
on a full time basis	18.3	72
to a higher grade	18.2	70
to a lower grade	18.1	70
to a same grade	18.1	70
Term of Agreement	42	123
Termination		
notice of	34	114
of employment	9.8	32
of seniority	9.8	32
Trial period	12.4	46
Union activities	39	120
Vacations		
accumulation of	24.2	80
eligibility	24.1	80
rights at termination of		
employment	24.4	83
scheduling of	24.3	82
Volunteer fire fighting	28.2	99
Wages	15	61
appendix		156
employees receiving		
gratuities	15.2	61

	<b>Section</b>	<b>Page</b>
Warning letters	6.2	17
Work schedules		
change of	19.1	72
establishment of	19.1	72
meal periods	19.1	72
paid break time	19.3	75
Work units		
identification of	9.3	26