AGREEMENT

Between

DUKE UNIVERSITY
Durham, NC

and

Local Union
No. 77
Durham, NC
AFSCME AFL-CIO

July 1, 2017
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AGREEMENT

This Agreement entered into between Duke University, hereinafter referred to as "the Employer," and Local 77, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "the Union," has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, for all employees described in Article 1, Recognition, of this Agreement.

ARTICLE 1
RECOGNITION

Pursuant to and in conformity with the Certification of Representative issued by the National Labor Relations Board on February 4, 1972 in Case No. 11-RC-3234, the Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the following described bargaining unit and for such other employees as may later be included either by mutual consent of the parties, or by certification issued by the National Labor Relations Board:

All biweekly service employees of the Employer at Durham, N.C.; EXCLUDING biweekly service employees performing a majority of their work in the hospital (except laundry workers in
the hospital, and housekeepers who work in the Medical Center and hospital, as stipulated in Joint Motion of the Parties dated December 16, 1971, as approved by the National Labor Relations Board), assistant laboratory mechanics in the Department of Chemistry and Mechanical Engineering, and other biweekly service employees who perform technical work, maintenance employees, Security Department employees, exterminators, sales clerks, office clerical, program managers, planners and assistant planners, buyers, and junior buyers, part-time food service aides (Dietetics), head cooks, head bakers, head butchers, and cashiers, dispatcher, repairmen, the musician, and all supervisors as defined in the Act.

ARTICLE 2
NON-DISCRIMINATION

The Employer and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, sex, age, national origin, political affiliation, religious creed, veteran's status (including disabled veterans and veterans of the Vietnam era), handicap, or because of union activity or membership.

ARTICLE 3
CHECKOFF

Upon receipt by the Employer of any employee's voluntary written authorization, which shall be revocable by the employee upon written notice to the Union made ten (10) days prior to any
anniversary date of this Agreement, the Employer shall deduct from such employee's wages such employee's union dues and remit same to the duly authorized representative of the Union, together with a list of the names of the employees from whose pay deductions were made.

The authorization to be signed by the employee, at his/her voluntary election, shall read as follows:

"I hereby voluntarily assign to Treasurer, Local 77 AFSCME from any wages earned or to be earned by me, the amount of my monthly dues in said Union."

"I authorize and direct my Employer to deduct such amounts from my pay each month and to remit the same to Treasurer, Local 77 AFSCME, in accordance with the terms of this authorization."

"This assignment, authorization, and direction shall be revocable by me upon written notice to the Union made ten (10) days prior to any anniversary date of this Agreement."

__________________________
(Date)

__________________________
(Employee Signature)

The Union agrees to indemnify and hold harmless the Employer from any and all liability arising between the Union and the employee out of the operation of this article.
ARTICLE 4
PERFORMANCE OF WORK

It is the policy of the university to provide jobs for students* to assist them in obtaining an education. The union may request the employer to verify the enrollment status of a student. It is the intent of the employer to verify the enrollment status of a student. It is the intent of the employer not to replace the regular work force by the use of student or part-time employees or persons outside of the Bargaining unit in the performance of Bargaining unit work. Supervisors shall not do Bargaining unit work for either regular or overtime work except for instruction, assisting employees, or in an emergency.

Any subcontracting or major reorganizing affecting employees represented by the union will be discussed with the union at least two (2) pay periods in advance of implementation. Any dispute regarding subcontracting may become a subject of the Grievance Procedure.

*A student is defined as anyone pursuing an education and enrolled in classes within the current semester or within the coming academic year. Students shall not be scheduled more than twenty hours per week or forty hours in a pay period during the academic year.
ARTICLE 5
RIGHTS OF THE EMPLOYER

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to: (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its work force; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 6
RIGHTS OF THE EMPLOYEE

Nothing in this Agreement shall be construed as reducing any existing benefits enjoyed by employees in their work area prior
to this Agreement, except as abridged by the terms of this Agreement. The rights of the employee shall include:

UNION REPRESENTATION

If requested, an employee may be represented by a Union Representative in matters arising out of the application and/or interpretation of this Agreement, (also see Article 9 Union Representation). When a need arises to conduct an investigative interview with an employee and the results from the interview could lead to disciplinary action, the employee will be advised of the purpose of the interview in advance so the employee may decide whether or not to ask for a union representative to participate. If the manager fails to inform the employee that the results of the investigative interview may be used in disciplinary action, then the information obtained from the interview may not be used to support the disciplinary action.

PAY INFORMATION

Each employee shall receive from the Employer on his/her biweekly paycheck stub an accounting of sick leave and vacation balance, and hours paid to include pay premiums such as overtime, shift premium, weekend or holiday. Overtime hours worked and overtime pay information will be made available to every employee in the area where his/her checks are distributed. All employees may inspect their time via the web before it is submitted at the end of the pay period. The employee will have access to print a copy of his/her time before it is sent in.
BENEFITS

Each employee in the bargaining unit can receive from his/her Union representative a copy of the current Agreement. The Employer will provide each employee during the employment sign-up process explanatory booklets of all appropriate employee benefits plans.

GRIEVANCE

A grievance shall be a complaint or dispute regarding the application and/or interpretation of the express provisions of this agreement or, other matters related to Union/Employer relations not removed by law from the area of collective bargaining.

All bargaining unit employees shall have the right to file a grievance pursuant to and in accordance with the applicable provisions of this agreement. The union shall have at every step the right to present witnesses and evidence to support the grievance. A grievance meeting shall be held at a place and time which will afford a fair and reasonable opportunity for all to attend, including witnesses, where appropriate. A copy of any material intended to be used by a management or union representative in the grievance procedure shall be given to the management representative, employee, and/or Union representative involved, prior to the grievance meeting. Failure by either party to provide the material prior to the grievance meeting may result in the grievance being rescheduled. When either side intends to introduce a written statement into the
hearing record in place of the appearance of a witness, both parties must agree.

When an employee is restricted from filing a grievance within the stated contractual time limits due to lack of access to either his/her Union Representative and/or Labor Relations because of restraining court action or a public safety order not to appear on campus, the time limit will be thirty (30) calendar days from the date of the incident to file such a grievance.

COUNSELING NOTICE

The intent of a counseling notice is to reinforce the employee’s understanding of a situation and/or performance expectation in an attempt to avoid future disciplinary action.

An employee may be counseled in situations where counseling may alleviate future problems and leave an employee’s record unblemished.

A counseling notice is not a formal step in the disciplinary action process. However when a counseling notice is issued it will be active for a period not to exceed six months from the date of issuance, if there are no similar occurrences.

DISCIPLINARY ACTION

An employee shall receive a copy of all disciplinary actions, including oral warning, at the time of generation of such material. If the employee is not at work to receive
disciplinary action where he/she has been previously notified of such action, the disciplinary action of Suspension or Termination may be issued via mail (certified/express mail) to the most current home address listed. The Union and Staff and Labor will be notified prior to the mailing of any disciplinary action. Disciplinary Actions shall not remain in an employee's file for a period to exceed one (1) year from the date of the disciplinary action for a written warning, final written warning, or suspension and six (6) months for an oral warning, unless further disciplinary action of any kind occurs during the one (1) year period. Once removed from an employee's personnel file, disciplinary infractions shall not be part of any future disciplinary actions and/or grievance proceedings.

The time limit to file a grievance for mailed disciplinary actions will be extended to fifteen (15) working days, if so requested by the Union Representative.

EMPLOYEE FILE

An employee and/or Union representative at the request of the employee shall be permitted to examine his/her personnel file during working hours. The employee and/or Union representative will arrange with the supervisor a mutually agreeable time to examine the file. A copy of any information contained in the file will be made available to the employee and/or Union representative upon said employee authorization. The employee shall be given full opportunity to submit written explanatory remarks pertaining to information contained in his/her personnel file.
The Employer recognizes the employee's right to use designated phones in their primary work area for personal reasons, during the employee's breaks and meal periods. Employees may be authorized by a supervisor to use designated phones in their primary work area during their work hours for limited lengths of time.

Messages will be relayed to the appropriate employee as soon as possible, and directly in the case of an emergency. Long distance phone calls for personal use will not be charged to the employer.

**ARTICLE 7**

**NO STRIKES -- NO LOCKOUTS**

During the period of this Agreement there shall be no strikes, stoppages, slowdowns, pickets or other interference with the operations of the Employer, caused or sanctioned by the Union, nor shall the Employer lock out any employees. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, and no employee shall participate in any strike.

It is agreed that employees are not required to cross a picket line, if after reasonable effort to gain entry to a required or assigned work area; it appears to the employee or employees that such entry may result in physical violence or injury to said employee or employees.

In no case will the employee or employees be required to enter the work area under the circumstances mentioned above until
such threat of resistance to such entry shall have been removed. Failure to gain entry to a work area under the circumstances mentioned above shall not in itself be deemed a violation of the terms of this Agreement, nor shall it result in the discharge, loss of seniority or pay to the employee or employees involved.

ARTICLE 8
DEFINITIONS

The term "employee" as used in this Agreement shall mean only employees within the bargaining unit described in Article 1, and as defined below with respect to seniority and regular work schedules:

Probationary: There shall be a probationary period of ninety (90) calendar days for any new employee during which time the employer may discharge or transfer such employee to a position that does not deny the seniority rights of other employees. Although termination or transfer during the probationary period is not grievable, such actions shall be made with just cause. The Union may inquire of Labor Relations as to the reason of termination of any employee in probationary status. A labor relations representative and the union president or designee may by mutual agreement, in writing, extend an employee's probationary period for an additional thirty (30) calendar days. Upon completion of the probationary period, seniority shall date from the last date of hire.
Full time: Employees who are regularly scheduled to work forty (40) hours per week.

Abbreviated: Employees who are regularly scheduled to work more than twenty (20) hours per week but less than forty (40), or more than forty (40) hours but less than eighty (80) per biweekly period.

Part-time: Employees who are regularly scheduled to work less than twenty (20) hours per week or less than forty (40) hours per biweekly period.

Student: A student is defined as anyone pursuing an education and enrolling in classes within the current semester or within the coming academic year. Students shall not be scheduled more than twenty hours per week or forty hours in a pay period during the academic year.

Temporary: A temporary employee shall be defined to mean “an employee who is hired for a period of up to 120 calendar days and so informed at the time of hire, and who is hired for a temporary assignment or special projects.” (1) Level 2 temporary employees hired for special projects or temporary assignments whose employment exceed the 120 calendar day period shall become a regular employee, however, temporary employees hired to fill vacancies created by leave or vacation may work for the duration of the vacation or leave period, in the assigned position of the employee on vacation or leave. (2) Temporary employees
working in positions at level 3 and above for at least 120 calendar days may be hired into a regular position which does not deny a transfer or promotional opportunity for regular employees. In the event there are no vacant positions within the bargaining unit for which the employee is qualified for or is not selected, he/she will be terminated.

Temporaries becoming regular employees under this provision will begin accruing vacation and sick leave from the 90th calendar day, all other benefits will accrue beginning on the 120th calendar day. The individual will have fulfilled the 90 day probationary period.

The benefits and work premiums applicable to the above employee categories are as established by this Agreement.

Employees hired as temporary employees must meet the same employment criteria as regular employees. Temporary employees who do not meet the employment criteria shall not perform work covered by the Bargaining Unit.

Upon request, management will provide the union with temporary employee information in writing no more frequently than once a month. The information will include the employee name, department, occupational classification, and start date.
ARTICLE 9
UNION REPRESENTATION

SECTION 1. The stewards of the Union shall be recognized officials of the Union in their representative districts. Districts are listed in this Agreement. The duties and activities of the stewards while acting as such in their districts shall include the handling of potential grievances on the shift they represent. Each employee in the bargaining unit may receive a copy of the current Agreement from his/her Union representative. The cost of printing the Union’s copies of the current Agreement shall be shared equally by the Employer and the Union. The Union shall determine the number of copies they require.

SECTION 2. There shall be alternate stewards by districts, whose activity shall be to substitute for the assigned steward who is absent or unavailable. There shall be three (3) Chief Stewards. Six (6) Assistant-Chief Stewards. There shall be no more than six (6) Assistant-Chief Stewards.

SECTION 3. The Employer agrees to recognize accredited Union representatives and shall permit them to the respective district in which they represent employees.
A non-employee Union representative shall have access to the Employee and Labor Relations office for the purpose of contacting Employee and Labor Relations to resolve any complaints or grievances. The non-employee Union representative shall have access to University departments for the sole purpose of contacting the steward, employee, and/or management concerning a grievance or potential grievance or matters arising out of the application of this Agreement.

Before entering University work areas for the above purpose, the non-employee representative shall request permission from the supervisor or department head to establish a mutually agreeable time for the visit. Permission to visit districts shall not be discriminatorily withheld.

SECTION 4. It is agreed that in the administration of this Agreement there will be a need for meetings between management and Union representatives that shall be arranged at a mutually convenient time. When such meetings are arranged during a Union representative's or employee's working hours, he/she shall not suffer any loss of pay.

SECTION 5. The local Union agrees to certify in writing to Employee and Labor Relations a list of the names and official positions of its duly authorized representatives as may be appointed or elected to deal with the University and to give the
University written notice of any changes which may thereafter be made to such list.

SECTION 6. All stewards shall continue at their regular work in the same manner as other employees except when notified of a potential grievance or grievances in which case the steward will arrange with the supervisor a mutually agreeable time to investigate the alleged violation. Stewards will inform their supervisor of the department they intend to visit. Upon returning to his or her regular work duties, the steward will initial the time of return in the Steward Log. When it becomes obvious that a steward will be unable to return to his/her work station to complete his/her work assignment, he/she should notify his/her supervisor. The Union shall be notified of any alleged abuse of steward privileges and agrees to take appropriate action deemed necessary by the Union.

SECTION 7. Periodic meetings may be arranged between the district steward and supervisor to discuss areas of mutual concern at an agreed to time.

SECTION 8. It is agreed that during the life of this Agreement representatives of Employee and Labor Relations may meet with representatives of the Union upon request at a mutually agreed upon date and time for the purpose of discussing matters of mutual interest to the Employer and the Union. The
party requesting the meeting shall give notice to the other party along with a written agenda.

ARTICLE 10
GRIEVANCE PROCEDURE

A grievance shall be submitted in writing within ten (10) working days following the day on which the Union or employee first had knowledge of the facts giving rise to the grievance. Failure by either party to meet the time limits in the following steps will mean forfeiture of the grievance by the party missing the deadline. (See also Article 8 for Grievance Definition).

FIRST STEP: The employee and/or Union representative shall discuss the problem directly with the appropriate management representative. If no satisfactory solution is reached, the grievance will be reduced to writing and presented to the management representative. The management representative shall reply to the grievance in writing within two (2) working days of receipt of the grievance. If the first step answer is not acceptable, the grievance may be referred to the second step of the grievance procedure. The referral may be made within three (3) working days following receipt of the first step answer.

In the case of suspension or discharge, it is agreed to by the parties to this Agreement that
Employee and Labor Relations and the non-employee representative of the Union may jointly investigate the action taken.

SECOND STEP: The second step grievance hearing shall be held within three (3) working days from the date of the referral. Included in the second step hearing shall be the manager or his/her designee of the department, supervisor, a Labor Relations representative from the Employer, the employee, and two (2) representatives from the Union. The manager or his/her designee of the employer shall reply in writing to the grievance within two (2) working days from the date of the hearing. Under no circumstances will the Step Two decision maker be subordinate to the management representative in the preceding step of the grievance hearing process. If the grievance answer is not acceptable, the grievance may be referred to the third step of the grievance procedure. The referral may be made within five (5) working days following the receipt of the manager's reply.

A grievance concerning a suspension or discharge may be introduced at second step of the grievance procedure and thereafter processed through the remaining steps of the grievance procedure including Arbitration, if necessary.
THIRD STEP: The third step grievance hearing shall be held within three (3) working days from the date of the referral. Included in the third step shall be the Director of Labor Relations and/or his/her designated representative, three (3) representatives from management, three (3) representatives from the Union and the non-employee union representative. The Director of Labor Relations shall reply in writing to the grievance within three (3) working days from the date of the hearing.

The meetings provided for in this article shall be at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses, see also Article 6, Rights of The Employee, Union Representation.

NOTE: The parties by mutual agreement, may extend any or all of the time periods established in this article.

When an employee is restricted from filing a grievance within the stated contractual time limits due to lack of access to his/her Union representative or Labor Relations because of a restraining court action or a Public Safety order not to appear on campus, the time limits will be thirty (30) calendar days from the date of the incident to file a grievance. If no satisfactory solution is reached the grievance may be submitted to Arbitration.
ARTICLE 11
ARBITRATION

SECTION 1. A grievance, as defined in this Agreement, which is properly submitted to Step 3 of the grievance procedure may be submitted to arbitration by the Union if no satisfactory written answer is received within fifteen (15) working days following the date of the third step answer.

Following written notice to the Manager of Employee and Labor Relations as to submission of the grievance to arbitration, the Union and the Manager of Employee and Labor Relations shall meet to select an arbitrator. If an arbitrator is not selected within the seven (7) calendar day period following receipt of the written notice, either the Union or Employer, or both, within the next seven (7) calendar days only, unless extended by mutual agreement may request the Federal Mediation and Conciliation Service to select an arbitrator under its rules. The arbitrator selected may not be in the employment of the Employer.

SECTION 2. Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

A. The Employer and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means of expediting the
hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.

B. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.

C. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments he may have received during his period of suspension from employment with the Employer.

D. An employee who loses time from his/her work during his/her assigned working hours when testifying during an arbitration hearing shall do so without loss of time or pay.

E. The arbitrator's decision when made in accordance with his/her jurisdiction and authority established by this Agreement shall be final and binding upon the Employer, the Union and the employee or employees involved.

F. The arbitration hearing, except as otherwise provided in this Agreement or as agreed to between the Employer and the Union, shall be

G. Each party will bear its own costs in presenting the arbitration. The arbitrator's fees, and any incidental expenses of the arbitrator, shall be shared equally by the Employer and the Union.

**ARTICLE 12**

**WORK RULES**

The Employer retains the right to establish, make, implement, and post reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations.

The Union will be notified by certified mail and/or express mail courier, at least thirty (30) calendar days in advance of implementation of new work rules, regulations, and/or amendments to existing work rules or regulations. During the above thirty (30) calendar days, the Union and the Employer will meet and discuss as is necessary such rules, regulations, and/or amendments within seven (7) calendar days of the Union's request to do so.

Employees will be notified by the Employer's posting of new work rules, regulations, and/or amendments at least seven (7) days prior to implementation.
The Union retains the right to grieve such rules. Such a grievance will not delay the establishment, implementation or enforcement of any rule or regulation.

ARTICLE 13
DISCIPLINARY ACTION

No employee will be disciplined without just cause. If disciplinary action is taken such an employee may request the assigned district union representatives be present. If the requested Union representative is not available, an officer or non-employee representative may be contacted to be present in the place of the requested district Union representative. The district steward will receive a copy of such disciplinary action at the time of issuance to the employee. The subject of the disciplinary action as stated at the time of issuance to the employee shall constitute the sole and entire subject matter of the disciplinary action.

In each situation requiring discipline the circumstances must be known and each action taken on the merits of the case. Under normal circumstances corrective progressive disciplinary action is taken following a thorough review of the incident, such as, oral warning, written warning, suspension and discharge, if the employee fails to respond to previous disciplinary action; however, the above steps will not necessarily apply in all cases, such as: an oral warning may not be warranted on the first occasion where personal counseling may alleviate future problems and leave an employee's record unblemished, in
addition, it may be proper to give an employee two (2) or more written warnings before giving a suspension.

A suspension, however, remains the more appropriate option when in the discretion of the supervisor it is in the best interest of all parties that the employee be removed from the work area immediately.

Time away from work on Suspension Pending Investigation shall be considered as hours worked for the purpose of vacation and sick leave accruals, Employer contributions and other applicable benefits.

ARTICLE 14
SENIORITY

SECTION 1. Seniority as used in this Agreement shall be bargaining unit wide and based on an employee's last date of entry into the bargaining unit.

The seniority of an employee will be broken for the following reasons:

A. Discharge for just cause unless the employee is reinstated through the grievance, arbitration, or hearing procedure.

B. Absence in excess of three (3) consecutive
working days or absence after the time of vacation, or other approved absence, without notice, either by telephone or written message to the employee's immediate supervisor, department head, or Employee and Labor Relations.

C. Failure to report for work after layoff within seven (7) calendar days after notice of return to work. Notice of recall shall be sent to the employee by certified mail, return receipt requested, addressed to the last address furnished to the Benefits Administration office.

D. Failure to report for reinstatement within ninety (90) calendar days following discharge from military service.

E. Voluntary quit.

F. Attainment of normal retirement date.

G. Layoff in excess of eighteen (18) months.

SECTION 2. Absences or failure to report as outlined in B, C, and D of Section 1 above shall be deemed resignation and the Employer shall notify such employees that their seniority has been broken.

SECTION 3. Seniority will accumulate during absences only under the following conditions:
A. During layoff.

B. During leaves of absence granted in accordance with Article 30, "Leaves of Absence."

SECTION 4. Seniority rosters will be prepared semiannually by the Employer showing each employee's seniority and five (5) copies will be distributed to the Union. The seniority dates appearing on the first roster following the date of the Agreement shall be considered correct unless the employee affected or the Union notifies the Employer to the contrary within a period of thirty (30) days from the date of posting. New hires and terminations will be submitted monthly to the Union.

When two (2) or more employees have the same hire date the question of their relative seniority shall be permanently settled by preference being granted in alphabetical order of the employee's last name. The last name shall be the name which is on record with the Employer.

SECTION 5. In the event of a reduction in force or layoff, district stewards shall be retained in their district in an equal rated or lower rated classification and be offered a position having the maximum shift hours available provided they can perform the job requirements of the equal or lower rated classification regardless of seniority. In the event of a reduction in force or
layoff, the President, Vice-President, Chief Stewards and Assistant-Chief Stewards shall be retained when one or more districts are at work, provided they can perform any of the work available.

SECTION 6. Full-time, abbreviated and part-time employees as in Article 8, "Definitions," shall be limited in the exercise of their seniority to positions requiring equal or less work hours.

SECTION 7. A non-bargaining unit University employee who transfers into a Local 77 bargaining unit position shall have his/her seniority date be the last date of entry into the bargaining unit.

ARTICLE 15
PROMOTIONS

SECTION 1. Promotions will be made on the basis of seniority and relatively equal job related experience in line with the following priorities and calculation of assigned points:

Seniority:
1 point for each year of seniority

Relative job experience up to:
- 2 years = 5 points
- 3-4 years = 10 points
- 5-6 years = 15 points
7 + years = 20 points

When two or more employees have the same number of seniority points, based on their Bargaining Unit entry date, partial years of service will be counted and the employee with the greater amount of time employed will receive an additional tie break point for seniority. For example: Employee “A” has ten (10) years of service and employee “B” has ten (10) years and two months of service. Employee “B” will be awarded an additional point for seniority.

First: From among bargaining unit employees within the department where the vacancy occurs.

Second: Senior bargaining unit employees from outside the department with related or prior experience.

Employees with active disciplinary actions will not be considered for a promotion.

SECTION 2. Procedure for filling vacancies.

A. When a job vacancy occurs it shall be posted for the following periods:
   1. Level one (1) positions will be posted for a period of five (5) calendar days.
2. Level two (2) positions and above shall be posted for a period of ten (10) calendar days.

B. Employees interested in promotions shall bid for the job by filling a completed "Upgrade Bid Card" with Employee and Labor Relations. A copy of the "Upgrade Bid Card" and the posting notice will be forwarded to the Union office at the conclusion of the posting period.

C. Candidates beginning with the most senior person who bid on posted jobs will be interviewed until a successful candidate is identified. This process will take place within twenty (20) working days of the closing date of the bid. The bidders will be notified of the status of the job within twenty (20) working days after the interview period. Every effort will be made to place the successful candidate in the position within twenty (20) working days of being selected. The successful candidate will be paid the proper rate of the new classification beginning with the first day that he/she works on the new job.

D. The employee(s) selected to fill the vacant job shall be in accordance with the provisions of this article and shall be given a thirty (30)
working day trial period to be oriented, evaluated and demonstrate his/her ability to perform the work involved.

An employee's failure to fully perform the job during the trial period shall not penalize the employee and such employee shall be allowed to return to the job and shift from which he/she came.

If the employee refuses the job and returns to his/her former position, the next most senior qualified applicant who initially bid on the position will be offered the position without reposting the position. This process will continue until a successful applicant has been installed into the position.

SECTION 3. When a new occupational classification is created such a vacancy shall be filled in accordance with the above procedures. This will not be required in the event the existing occupational classification is reclassified.

SECTION 4. Senior employees, as outlined in Section 1, who have knowledge of a job opening prior to vacation may place a bid card on file for the duration of his/her vacation and will be given the same option as the employee bidding within ten (10) calendar days.

SECTION 5. Should a less senior employee receive a promotion,
the reason for the promotion will be explained to the senior employee if requested.

SECTION 6. Employees on a unit wide basis may file with Employee and Labor Relations an "Upgrade Bid Card" indicating the position desired in any department covered by the bargaining unit. The "Upgrade Bid Card" shall indicate the employee's name, current classification, position desired, employment date, and job experience.

SECTION 7. In the event none of the applicants are selected for level 4 and 5 promotional vacancies such information will be provided to the Union no later than five (5) working days after the vacancy is filled.

ARTICLE 16
TRANSFERS

SECTION 1. A transfer shall be defined as the movement of an employee to an equal or lower rated occupational classification at the employee's request. The position must be vacant and posted for bid. A transfer will be made on the basis of seniority and relatively equal job related experience and in accordance with the following procedures:

The employee must have the necessary and appropriate transfer bid request card/form on file in writing with either his/her departmental designee or with
Labor Relations, depending on the type of transfer the employee is requesting. The transfer request information must be current, relating to a current and/or existing posting. If the required information for the transfer request is not on file in writing, the employee will be ineligible for the transfer. The transfer request must contain the following information for both External and Internal Lateral Transfers:

1. The employee’s name  
2. Current occupational classification  
3. Desired occupational classification (Req. # or position #)  
4. Employee’s Union Entrance Date  
5. Job Related experience

Upon completion of the process, a copy of the bid information will be forwarded to Staff and Labor for submission to the Union office.

A. An employee seeking a transfer to an occupational classification outside his/her current department that is equal to or lower than his/her current occupational classification will be defined as an External Lateral Transfer.

An employee seeking a transfer to an occupational classification within his/her current department that is equal to or lower
than his/her current occupational classification will be defined as an Internal Lateral Transfer.

B. When a vacancy occurs in a department, it will be posted for five (5) working days within the department before being posted for external bid. An employee working within the department where the vacancy occurred who did not bid during the internal posting period will not be granted a preference over the employees from outside the department during the external posting period. However, he/she will be allowed to bid during the external period.

C. The Employer may transfer an employee to an equal or lower rated occupational classification if the employee suffers a partial disability and is unable to fulfill the requirements of his/her current job. Such employee will be given five (5) scheduled work days written notice of the transfer. Employees whose partial disability is temporary shall return to their permanent job and classification level rate when their disability ceases to exist provided such period does not exceed three (3) months. A vacancy created by a disability transfer will not be permanently filled during the three (3) month period.
D. The employee(s) selected to fill the vacant job shall be in accordance with the provisions of this article and shall be given a thirty (30) calendar day trial period to be oriented, evaluated and demonstrate his/her ability to perform the work involved.

If the employee fails to perform the job or decides the job is not suitable during the thirty (30) calendar day period, the employee shall be allowed to return to the job and shift from which he/she left. If the employee refuses the job and returns to his/her former position, the next most senior qualified applicant who initially bid on the position will be offered the position without reposting the position. This process will continue until a successful applicant has been installed in the position.

E. The employee must file a lateral transfer request with his/her manager to be considered for assignment.

All lateral transfers, whether External or Internal, will be based on seniority and relative job related experience.

SECTION 2. If an employee transfers to a job in a lower occupational classification level, the wage rate will be
adjusted as follows:

A. If an employee's wage rate is higher than the maximum of the occupational classification level to which the employee is transferring, the employee will be placed at the maximum of the level.

B. If an employee's wage rate is lower than the maximum of the occupational classification level to which the employee is transferring, the employee shall be placed at the same classification step or longevity rate which corresponds to the step or longevity rate at which the employee was placed prior to the transfer and then he/she will progress in accordance with the "Wage Rate Progression Schedule."

SECTION 3. If and when an employee requests a transfer into a vacant position, which may result in promotional opportunities for other applicants within the bargaining unit, the employee requesting the transfer shall be given equal consideration.

SECTION 4. Employees bargaining unit wide may file a "Transfer Bid Card" with Employee and Labor Relations for the vacant position desired.

SECTION 5. An employee who transfers or enters into the bargaining unit shall be placed at the pay rate closest to their last rate of pay at the University. No such
employee shall receive a rate of pay above the maximum of the level of the position to which the employee enters.

Note:
A movement of an employee to an equal or lower rated occupational classification at the employee’s request involving a Lateral Transfer, Shift Preference and/or Preferred Schedule shall be awarded to the most senior qualified applicant having a bid on file pursuant to the applicable Article (s) of this Agreement.

SECTION 6. Employees applying for a transfer within the Bargaining Unit outside of his/her current department and who is in the disciplinary tract will have “seniority points” deducted for each type of active disciplinary action in his/her file. The points to be deducted for active disciplinary actions shall be as follows:

Oral Warning – Five (5) years of seniority points will be deducted.

Written Warning – Ten (10) years of seniority points will be deducted.

Final Written Warning – Fifteen (15) years of seniority points will be deducted.

Suspension – Twenty (20) years of seniority points will be deducted.
The employee with the most seniority points, assuming he/she is otherwise qualified to fill the vacant position, will be awarded the transfer.

In the event one or more employees bid on a position and each of them has a zero or negative balance of seniority points, the employee with the least amount of negative seniority points will be awarded the position.

If an employee is the only bidder for a transfer position and he/she has a zero or negative seniority point balance, he/she will be deemed ineligible for the position.

Employees who are in the disciplinary tract may apply for a transfer within his/her current department without seniority points being deducted.

**ARTICLE 17
VACANT POSITIONS**

Bargaining Unit positions which are vacant and determined by management to be available should be posted within 30 calendar days from the date the position was last occupied. This does not include positions covered by Article 15 Promotion, Section 2D and/or Article 16 Transfers, Section 1D. An employee seeking a Promotion and/or Transfer will be granted the thirty (30) day trial period specified in the above articles.
Management and/or Staff and Labor Relations will notify Local 77 in writing when vacant positions are deemed unavailable.

ARTICLE 18
SHIFT PREFERENCE

When a vacancy in an occupational classification exists in a department, employees on other shifts in the classification within the department shall be granted the opportunity to select such preferred shift provided:
SECTION 1. The senior employee requesting a shift change has signed a "Shift Preference Card" available from the payroll clerk or supervisor.

SECTION 2. If no vacancy on a preferred shift exists for a period of six (6) months, then the senior employee may displace the least senior employee in the classification in the department. Such least senior employee shall then be offered the remaining shift assignment.

SECTION 3. Upon completion of the probationary period, an employee may request a shift change in accordance with this article. Once an employee changes shifts, such employee must remain on that shift sixty (60) calendar days before requesting another shift change.

SECTION 4. A senior employee who submits a "Shift Preference Card" and is offered a position in accordance with his/her "Shift Preference Card" must accept the position or be ineligible to fill that position until it comes open again. The "Shift Preference Card" for the requested position shall remain active.

EMERGENCY SHIFT PREFERENCE

In situations where an employee informs management of adverse personal circumstances which are likely to affect the employee's availability for work, the management representative will meet with the employee and/or union representative to review the request and to make reasonable accommodations if
possible.

If an Emergency Shift Change is made, the employee must remain on such shift in accordance with the time limits of this provision, (section 3) unless agreed otherwise, in writing, between the employee and the employer.

Any lateness or absences agreed upon by the employee and management representative will be recorded in a manner which will not adversely affect the employee's attendance record.

SECTION 5.  

PREFERRED SCHEDULES

A. A preferred schedule shall be those work locations and hours that are:
   1. Monday – Friday,
   2. Thirty hours or more per week and
   3. Starting between the hours of 5:00 a.m. – 9:00 a.m.

B. Preferred Schedules shall be awarded to the most senior, interested, qualified employee, within the occupational classification of the department in which the vacancy exist. The department must post (internally) the opening for five days. Interested employees must submit their bids for the vacancy by signing a “Preferred Schedule” card available from the payroll clerk or supervisor. The selected employee
will be installed into the position as soon as possible.

A "Lateral Transfer", "Shift Preference", or "Preferred Schedule Change", will be awarded to the most senior qualified employee within the department were the vacancy exist. The employee must have the appropriate bid card(s) on file.

SECTION 7. **REGULAR ASSIGNED WORK AREA**

**Bargaining Unit employees will have a regular assigned work area within their unit of assignment.**

Employees will remain in their regular assigned work area within their unit of assignment.

Employees may be temporarily assigned to other work areas and/or schedules within their unit of assignment. In cases of emergencies, employees may be temporarily reassigned outside their regular unit of assignment. However, upon completing the temporary assignment, the employee will return to his/her regular assigned work area within his/her unit of assignment.

When a regular work area becomes available, employees will be allowed to bid on the vacant work area beginning with the most senior qualified person within the same occupational classification.

**An employee may request to be removed from a**
regular assigned work area if he/she believes the work environment is hostile. Pending the outcome of an investigation, the employee’s request may be granted.

Departments seeking a client based request to have an employee removed from their regular assigned area must discuss the proposed move with the Union and Staff and Labor Relations prior to the move. An approved client based request or an approved employee’s request to move from their regular assigned area will be done in accordance with the following procedures:

1. be placed into a current vacant position on the same shift.
2. replace the least senior qualified employee in the same unit on the same shift.
3. may be temporarily assigned to a work area until completion of “1” or “2”.

ARTICLE 19
REDUCTION IN FORCE

SECTION 1. The Employer will make every effort to place any employees faced with layoff in available bargaining unit classifications in accordance with the following sections.
SECTION 2. When a permanent reduction in the labor force is necessary, the Union will be notified and the employee will be provided information sixty (60) days prior to the layoff.

SECTION 3. When a reduction within an occupational classification within a department occurs the following procedure will apply, provided the affected employee is qualified to perform the work required.

A. Probationary employees in the occupational classification in the department affected will be laid off first.

B. Least senior employees in the occupational classification in the department affected will be displaced.

C. Employees unable to remain within their occupational classification within their department will exercise their seniority, by displacing a probationary or least senior employee, whichever is applicable, in an occupational classification of equal pay level within the bargaining unit provided he/she is qualified to perform the work required of the occupational classification.

D. Employees unable to remain in an occupational classification of equal pay level will displace a probationary or least senior employee, whichever is applicable, in an occupational classification of
successively lower pay levels within the bargaining unit provided he/she is qualified to perform the work of the occupational classification.

E. Employees unable to remain within successively lower pay levels within the bargaining unit will be laid off.

SECTION 4. The assignment of wage rates for employees involved in a reduction are as follows:

A. If the wage rate of the displaced employee is higher than the maximum rate of the occupational classification to which he/she is assigned in accordance with the reduction, the employee will receive the maximum rate of that occupational classification.

B. If an employee's wage rate is lower than the maximum of the occupational classification level to which the employee is claiming, the employee shall be placed at the same classification step or longevity rate which corresponds to the step or longevity rate at which the employee was placed prior to the claim, and then he/she will progress in accordance with the "Wage Rate Progression Schedule."

SECTION 5. In the event that employees with seniority are laid off because of a temporary closing down, or reduction in services, seniority procedures need not be employed unless the temporary layoff lasts for longer than
fifteen (15) working days. The Union will be notified two (2) weeks in advance of these temporary layoffs.

Designated holidays falling during periods of temporary layoffs of fifteen (15) working days or less shall be paid in accordance with the employee's established work schedule.

SECTION 6. Hospital care and life insurance may be continued by the employee with Employer contributions for the periods of layoff, not to exceed six (6) months. An additional twelve (12) months of health insurance may be continued, but the entire cost of the premium must be borne by the employee.

Employees shall continue to be eligible for the Tuition Grant Program as outlined in the Plan for a maximum of twelve (12) months following lay-off.

SECTION 7. Employees who are permanently laid off from the University as a result of an occupational classification elimination or a total shutdown of an operation may stop working two (2) weeks after the day they receive notice of layoff or shutdown or on the day of notice by mutual agreement. The employee at that time may request severance pay and receive same in accordance with seniority in the following manner:

A. One (1) week's base pay for each completed year of credited service. Severance pay will be a minimum of two (2) weeks pay and a maximum of twenty-six (26)
weeks pay.

B. Employees have two options as to how they want to receive their severance pay. They may receive their severance pay by installments paid on their regular payroll schedule or by opting to receive a lump sum payment. The option to take a lump sum payment will be granted to all employees requesting it, provided that they acknowledge, at separation, that they understand that they may be subject to higher income tax withholdings. Severance pay will be mailed to laid off employees or, for those with direct deposit, credited to their bank account on their regularly scheduled payday.

C. Severance pay will cease in the event that the laid off employees returns to work at the University.

SECTION 8. Notice of Reduction in Force (RIF) will be provided by the department to the Union and the Manager of Employee and Labor Relations as soon as possible. Upon receiving notice of pending layoffs, the Union and Labor Relations will freeze job postings and will make those vacant positions, at the same level or below, available to employees whose positions have been eliminated.

Employees who are placed in lower level positions will have first choice of vacant positions in their former levels, providing that the schedule is similar to the one they previously occupied.
A. When placed, the employee has one (1) week to decide whether he/she wants to remain in the position.

B. The wages of laid-off or bumped employees with ten (10) or more years of seniority who cannot remain in their job classification will be red-circled at their current rates of pay, and on the anniversary date of the Agreement, the same employees will receive fifty percent (50%) of the negotiated general increase.

ARTICLE 20
RECALL

SECTION 1. When a restoration of forces occurs in any occupational classification, the employees previously removed from that occupational classification in a reduction shall be returned in the following order:

A. Return of displaced working or laid off employees in reverse seniority to their previously held occupational classification.

B. Recall of laid off employees in reverse seniority to an equal or lower occupational classification level provided said employee can perform the work. The employee will have the right to his/her previously held occupational classification when a continuing restoration of forces creates such job openings.
C. New hires.

SECTION 2. Employees returning to their previously held occupational classification and level either from within the University or recall from layoff shall be placed at the wage rate they would have maintained as if the reduction had never occurred and then progress in accordance with the "Wage Rate Progression Schedule."

B. Laid off employees returning to an occupational classification in a lower level in accordance with Section 1, paragraph B above, will be placed at a rate as follows:

1. If the wage rate of the laid off employee was higher than the maximum rate of occupational classification to which he/she is assigned in accordance with the reduction, the employee will receive the maximum rate of that occupational classification.

2. If an employee's wage rate is lower than the maximum of the occupational classification level to which the employee is being recalled, the employee shall be placed at the same classification step or longevity rate which corresponds to the step or longevity rate at which the employee was placed prior to the recall, and then progress in accordance with the Wage Rate Progression Schedule.
SECTION 3. Employees being returned from layoff shall be notified to return to work by certified mail with return receipt requested, addressed to the employee's last address on file with the Benefits Administration office.

The failure of an employee to return to work within seven (7) calendar days after receipt of notification of recall notice to work shall result in the employee's loss of seniority and recall rights with the University and will be considered as a voluntary resignation.

However, said employee may refuse recall if the recall is not to the same occupational classification level and offers less scheduled hours than the employee worked when first reduced, without affecting his/her recall rights for a period not to exceed eighteen (18) months from the date of layoff. Any employee whose layoff exceeds eighteen (18) months will lose all seniority with the University.

SECTION 4. The Union will be provided with a list containing the names of the employees recalled from the layoff.
ARTICLE 21
BENEFITS

Eligibility for benefits shall be based upon continuous service and the employee's regular work schedule.

Such eligibility is outlined in Appendix II attached hereto and made a part of this Agreement.

ARTICLE 22
VACATION

SECTION 1. The following regulations shall govern the vacation plan for employees covered by this Agreement:

A. Service year:

The service year is the twelve (12) month period of earned seniority following an employee's last date of employment and each twelve (12) month period thereafter. Computation of vacation due shall be based on the employee's anniversary date of the last date of hire.

B. Vacation year:

The vacation year is the annual period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately prior to the first day of the first complete period of the following calendar year.
C. Eligibility:

1. A permanent employee must be employed for a period of ninety (90) calendar days before he/she will be credited with vacation earned during the first ninety (90) calendar day period.

To earn vacation, an employee must be "actively employed." "Actively employed" does not include any period of unpaid absence, and no vacation shall be accrued during such absence.

3. Full time employees participate with full accrual.

   a. Employees with less than four (4) years of service earn 3.077 hours for each biweekly pay period (two [2] weeks vacation per years of service).

   b. Employees with four (4) years of service but less than nine (9) years earn 4.615 hours for each biweekly pay period (three [3] weeks vacation per years of service).

   c. Employees with nine (9) or more years of service earn 6.154 hours for each biweekly pay period (four [4] weeks vacation per years of service).

4. Employees assigned to abbreviated work
schedules earn vacation for a biweekly period on a pro rata basis of the formula outlined above.

5. Part-time employees scheduled to work less than twenty (20) hours per week are not eligible for vacation.

SECTION 2. Payment of vacation shall be made at the employee's rate of pay at the time of vacation and shall not include any premium or differential payment.

SECTION 3. Maximum and minimum: Since the intent of vacation is to provide a period of rest and relaxation, the total amount of earned but unused vacation to an employee's credit may not exceed two (2) times the employee's rate of annual earning. Any vacation which accumulates above the maximum two (2) times the annual rate will be forfeited. Vacation may be taken in multiples of one (1) hour with the consent of the supervisor.

SECTION 4. Pay for unused vacation: Upon termination of employment, an employee will receive a lump sum payment of unused vacation which he/she has earned. In case of death, unused vacation standing to an employee's credit shall be paid in a lump sum to the person legally entitled thereto.

Except upon termination of employment, no employee will be paid in lieu of vacation.

SECTION 5. Reduced work schedules: Employees who, at their request, change their work schedule and employment status will take their vacation in accordance with their