

new work schedule. Those employees on reduced work schedules due to seasonal reduction of hours may take their vacation in hours equivalent to their full work schedule.

SECTION 6. Scheduling: Vacations shall be scheduled during the calendar year by the department head, according to the employee's seniority and in recognition of the work schedule needs of the department. Within the requirement to maintain work schedules, each department will attempt to grant vacations to accommodate the employee's personal preference, including the right to take his entire earned but unused vacation at one time. Any grievance concerning vacation scheduling will go directly to Step 3.

SECTION 7. Vacation pay: Employees may request that a vacation pay advance be issued on their last scheduled work day prior to vacation provided a regular payday falls within the vacation period and that scheduled vacation exceeds five (5) working days. A written request for vacation pay must be submitted to the employee's supervisor seven (7) days in advance of the requested vacation.

SECTION 8. An employee may arrange for a vacation day one (1) day prior to the requested day. Unscheduled vacation shall be granted to the employee who made the request first. (see section 6 of this article)

SECTION 9. Vacation, once scheduled for seven (7) or more calendar days in advance, may only be changed by the

mutual consent of the employee and supervisor.

SECTION 10. Once a vacation is approved it will be posted in the department.

ARTICLE 23 HOLIDAYS

SECTION 1. The Employer shall recognize the following days as holidays during:

A. The first year of this Agreement, **2017/2018:**

Independence Day – **Tuesday, July 4th**

Labor Day – **Monday, September 4th**

Thanksgiving Day and the day after --
**Thursday and Friday, November 23rd and
24th**

Christmas Eve, Christmas Day and the day
after --

**Friday, Monday, and Tuesday-
December 22nd, 25th, and 26th**

New Year's Eve and New Year's Day --
**Friday and Monday-
December 29th and January 1st**

***Martin Luther King's Birthday –
Monday, January 15th**

Easter Monday -- Monday, April 2nd

Memorial Day -- Monday, May 28th

Employee's Birthday

**B. The second year of this Agreement,
2018/2019:**

**Independence Day – Wednesday, July
4th**

Labor Day -- Monday, September 3rd

**Thanksgiving Day and the day after --
Thursday and Friday, November 22nd and
23rd**

**Christmas Eve, Christmas Day and the day
after --
Monday, Tuesday, and Wednesday-
December 24th, 25th & 26th**

**New Year's Eve and New Year's Day --
Monday and Tuesday-
December 31st and January 1st**

***Martin Luther King's Birthday –
Tuesday, January 15th**

Easter Monday -- Monday, April 22nd

Memorial Day -- Monday, May 27th

Employee's Birthday

**C. The third year of this Agreement,
2019/2020:**

Independence Day – Thursday, July 4th

Labor Day -- Monday, September 2nd

**Thanksgiving Day and the day after --
Thursday and Friday, November 28th and
29th**

**Christmas Eve, Christmas Day and the day
after --**

**Tuesday, Wednesday, and Thursday-
December 24th, 25th, and 26th**

**New Year's Eve and New Year's Day --
Tuesday and Wednesday-
December 31st and January 1st**

***Martin Luther King's Birthday –
Wednesday, January 15th**

Easter Monday -- **Monday, April 13th**

Memorial Day -- **Monday, May 25th**

Employee's Birthday

***See Letter of Understanding on page 126**

Where conditions permit, Medical Center employees will be scheduled off on both Thanksgiving, and the following day, as holidays. Medical Center employees not scheduled off on either one or both of these days may receive alternate days off surrounding either the Christmas or New Year's Holidays.

SECTION 2. All employees on full time or abbreviated work schedules, working twenty (20) or more hours per week, and on the active payroll will qualify for the holiday pay for the days listed above in accordance with the following provisions:

A. Employees must work their normally scheduled work hours on the days immediately preceding and following the holiday.

Exception: If an employee is absent on one or both such days with an excused absence, he/she will receive holiday pay. An employee

who is scheduled to work on a holiday and fails to work that schedule will not receive holiday pay, except where a supervisor excuses such an absence, and the employee has otherwise qualified for the holiday pay by working the scheduled day prior to and after the holiday.

- B. Pay for unworked holidays will be made at the employee's current rate of pay for a scheduled day's work, not to exceed eight (8) hours.
- C. Payment for a holiday worked shall be made at the employee's current rate of pay for the scheduled number of hours worked at the rate of time and one-half (1 1/2) plus the holiday payment outlined in Section 2 (B). The employee may elect to receive only the time and one-half (1 1/2) payment and take a day off with the holiday pay within sixty (60) days after the holiday.
- D. When work schedules require that employees be scheduled to work on holidays, the employees will be requested to work on the holidays. Upon failure to obtain the number of employees needed to fulfill the work required, the least senior employees will be required to work. If more employees want to work than need be scheduled, the most senior employees shall work.

Employees who are scheduled off because their primary work area is closed on a holiday, and who desire to work, will have the opportunity to exercise their seniority for such work as is available in their unit of assignment by signing their name(s) to a list which will be posted next to their work schedules prior to each holiday.

The sign-up list will be posted ten (10) calendar days prior to a holiday. Employees will have until five (5) calendar days before the holiday to sign-up.

- E. Any holiday(s) falling within a period of an employee's vacation shall be considered holiday(s) and shall not be deducted from the employee's accrued vacation. The vacation day(s) due may be taken immediately prior to or following the employee's vacation accrual at his/her election with the approval of the supervisor.
- F. Holidays falling on Saturday will be observed on the preceding Friday; those falling on Sunday will be observed on the following Monday.
- G. Holidays falling on an employee's first or second regularly scheduled day off within the

workweek may be observed, with the mutual consent of the employee's supervisor, on a day of the employee's choice, within sixty (60) days following the holiday. The employee will be granted a day off with pay.

- H. When an employee works an irregular schedule (different number of hours each day) he/she will receive holiday pay for time not worked equal to the number of straight hours that he/she was scheduled to work. If the holiday falls on one of his/her scheduled days off, he/she shall be entitled to a future day off within sixty (60) days equal in hours to the average of his/her work days calculated by dividing the number of hours in his/her biweekly work schedule by the number of worked days.
- I. Designated holidays falling during periods of temporary layoff of fifteen (15) working days or less shall be paid in accordance with the employee's established work schedule.
- J. The following employee categories are eligible for holiday benefits: probationary, full time work schedule and abbreviated work schedule.

ARTICLE 24

SICK LEAVE

- SECTION 1. All permanent full time employees, regularly scheduled for eighty (80) hours per biweekly pay period, shall accrue sick leave at the rate of twelve (12) days per year. Accrual of sick leave shall be at the rate of twelve (12) days per year. Accrual of sick leave shall be at the rate of 3.692 hours of leave for each biweekly pay period beginning from the date of employment.
- SECTION 2. Permanent employees who regularly work an abbreviated schedule of at least twenty (20) or more hours per week shall accrue sick leave on a pro rata basis.
- SECTION 3. Unused sick leave may be accumulated until termination or retirement. However, accumulated sick leave is not reimbursable upon termination or retirement.
- SECTION 4. Sick leave shall not be paid during the first ninety (90) calendar days of employment.
- SECTION 5. During approved unpaid leaves of absence, sick leave shall not be earned or accrued. The only exception to this Section shall be accruals or earnings during National Guard or Reserve Component Training.

SECTION 6. Sick leave benefits may be taken as follows:

All days of illness qualify for sick payment for those employees who have accumulated accrued unused sick leave.

Exception: Essential employees who do not report to work due to illness when the Severe Weather Policy has been activated should notify their department in accordance with departmental procedures. The essential employee shall be on a non-pay status unless they were on sick leave the day prior to the Severe Weather Policy being activated. This absence will be considered an excused absence.

Hours of accumulated unused sick leave shall be determined each pay period.

SECTION 7. Employees may elect to receive accrued vacation and holidays. Such an election must be communicated by the employee to his/her supervisor and/or requested by said supervisor on the first day of illness. In the event that an employee fails to notify his/her supervisor on the first day of illness, accrued vacation and/or holiday pay may not be utilized for sick leave. If an employee elects to receive accrued vacation and/or holiday pay, such an election will extend for the entire applicable sick leave period for that incident

or until accrued vacation and/or holidays are expended, whichever occurs first.

SECTION 8. Absences due to illness of an employee's spouse, children or parents may be charged against an employee's sick leave. Such sick leave absences shall be paid in accordance with Sections 6 and 7 of this article.

SECTION 9. Employees who are absent due to Workers' Compensation injuries may, at the employee's request, be paid accrued sick leave during the period prior to entitlement to Workers' Compensation benefits as defined in Section 6 of this article. Sick leave payment may be utilized at the option of the employee during the receipt of Workers' Compensation benefits but only to the extent that the sum of Workers' Compensation payments together with sick leave payments will be calculated on the basis of dividing the dollar difference between weekly straight time earnings and Workers' Compensation paid, by the employee's hourly rate to arrive at sick leave hours to be paid and deducted from accrued sick leave.

SECTION 10. Employees who report to work as scheduled but cannot continue to work due to illness will be paid sick leave for the remainder of their day's work schedule. Any further absence shall be subject to Sections 6 and 7 of this article.

SECTION 11. In accordance with Sections 6 and 7 of this article, sick leave may be taken during the regular workday with the consent of the employee's supervisor for his/her annual health check ups, prenatal care, doctor's appointments due to illness, and dental appointments.

SECTION 12. If an employee's sick leave has been expended, an employee may request that vacation be charged for additional time off required by illness or injury.

SECTION 13. Employees who have given notice of termination may not utilize sick leave during the period between notice of termination and actual termination.

ARTICLE 25

HEALTH CARE PLANS

- A. The "Duke University Comprehensive Plan and Personal Care Plan", consisting of hospital, surgical, medical services, and major medical coverage shall be provided for all eligible employees throughout the life of this Agreement, in accordance with the provisions of the plans which are made a part of this Agreement by reference.
- B. The amounts and/or percentages of the Employer's and employee's contribution to the premium rate for any coverage under the "Duke University Comprehensive Plan

and Personal Care Plan" are set for this in the "Summary Plan Description" which is made a part of this Agreement by reference and which establishes the allocation, computation and method of premium rate contributions.

ARTICLE 26

GROUP LIFE INSURANCE PLAN

SECTION 1. The "Duke University Group Life Insurance Plan", in existence on the effective day of this Agreement, shall continue throughout the life of this Agreement to provide a method for eligible employees to acquire life insurance for themselves and their dependents at reduced costs. The major provisions of this plan are life insurance for each employee, life insurance for dependents, accidental death insurance, and dismemberment insurance.

Part-time employees are not eligible.

SECTION 2. Employees may continue their life insurance program under the group plan, without Employer contribution while on an approved leave of absence other than military leave.

SECTION 3. In the event of total disability, and the employee is on illness/injury leave, and the disability is certified by a doctor's statement, the total life insurance premium of the enrolled employee will be borne by the Employer until the employee returns to work or attains age sixty-five (65).

There is attached hereto and made a part of this Agreement by reference a "Duke University Life Insurance Plan" booklet which outlines in detail the provisions of this benefit. A copy of this booklet will be furnished to each employee.

ARTICLE 27

LONG-TERM DISABILITY

SECTION 1. Employees who have completed three (3) years of continuous employment and regularly work full time or abbreviated work schedules of thirty (30) hours or more per week have income protection under the existing Employer plan in the event of long-term disability.

SECTION 2. The employee or his/her representative must present satisfactory evidence of total disability, and after a waiting period of four (4) months following the beginning date of total disability, the employee will receive an amount equivalent to sixty percent (60%) of his/her regular pre-disability gross salary, such amount to include any benefits from Workers' Compensation or Social Security. Such payment will continue until the employee recovers, reaches age sixty-five (65) or dies.

SECTION 3. When long-term disability benefits commence, and

the employee is covered by the Retirement Plan, age twenty-one (21), and one (1) year of seniority; the Employer will continue regular contributions to the retirement program, including the employee contribution, if any, until the employee recovers, reaches age sixty-five (65), or dies.

SECTION 4. Upon presentation of medical certification that a covered employee is totally disabled, the Employer will continue the employee's group life insurance plan, paying the full premium until the employee recovers, reaches age sixty-five (65), or dies.

The Employer will also continue to pay the full premium of the health care premium for a period not to exceed four (4) months. During the period of long-term disability benefit payments, the Employer will pay the employer's portion of the health care premium as long as the employee continues to pay the employee's portion.

ARTICLE 28

SURVIVOR BENEFITS

A gratuity will be paid to the spouse or estate of an employee who has completed one (1) year of full-time service, who dies while actively employed by the University, and who, at the time of death, was employed on a permanent basis with a thirty (30) hour per week or more work schedule.

The amount of gratuity shall be pro rata portion of the employee's salary for the month in which death occurs up to the date of death, plus: (a) a sum equal to one (1) month's normal salary (based on his/her salary at the time of death) for each year of continuous service with the University, up to a maximum of six (6) month's salary and, (b) the amount of earned but unused vacation as of the date of death.

ARTICLE 29

TRAVEL ACCIDENT INSURANCE

Coverage is provided in an amount up to \$200,000 in the event of injuries which result in death, dismemberment or loss of sight and for up to \$5,000 for related medical expenses, provided the injuries sustained, (a) occurred while the employee was traveling on University business and, (b) were in consequence of and occurred during the course of the trip, the destination of which required the employee to travel outside the city in which he was regularly employed or in which he lived. For this purpose, "University business" is used to mean an assignment by or with the authorization of the University, and where expenses are reimbursed by the University.

Coverage is not provided, (a) while the employee is on vacation, leave of absence, or commuting between his/her residence and place of employment, or, (b) for any loss resulting from suicide, disease or medical/surgical treatment thereof, declared or undeclared war, racing, an endurance test, or participation in any performance contest.

The employee is covered for the duration of any period of covered travel commencing when the employee leaves his/her residence or place of employment, whichever occurs last, and ending upon his/her return to his/her residence, or place of employment, whichever occurs first. Any loss which occurs within one hundred (100) days after the date of the accident from injuries sustained during a covered accident shall be considered to have occurred during the effective duration of coverage.

ARTICLE 30 FUNERAL LEAVE

SECTION 1. An employee who is absent from his/her regularly scheduled work to attend the funeral of a member of his/her immediate family (the employee's spouse, child/stepchild, parent/stepparent, brother/ step-brother, sister/stepsister, grandparent or grandchild), may schedule up to five (5) regularly scheduled workdays off to attend the funeral, as long as one of the days off includes the funeral. These days can be taken anytime from the day of actual death to three (3) scheduled workdays following the funeral. The employee will be paid for any missed regularly scheduled workdays (up to forty [40] hours paid) that fall within the funeral leave period.

An employee who is absent from their regularly scheduled work to attend the funeral of a member of his/her extended family (which includes parents-in-law, brothers-in-law, sisters-in-law, sons-in-law,

daughters-in-law, aunts, uncles; extended family members [aunts and uncles] are through marriage as well as through blood relations) may schedule up to two (2) regularly scheduled workdays off to attend the funeral, as long as one of the days off includes the funeral. The employee will be paid for any missed regularly scheduled workdays (up to sixteen [16] hours paid) that fall within the funeral leave period.

NOTE: The purpose of Funeral Leave is to prevent loss of pay to an employee who must be absent from work to attend the funeral of an immediate or extended family member. Days off with pay may be taken anytime during the Funeral Leave period and need not be consecutive.

Immediate and extended families are defined in Section 1 and specific members are outlined in a Funeral Leave chart.

Funeral Leave Period is defined as follows:

1. Immediate Family: From the day of actual death to three (3) scheduled workdays following the funeral.
2. Extended Family: From the day of actual death to one (1) scheduled workday following the funeral.

If the funeral day occurs during an employee's scheduled vacation, upon the employee's immediate notification to the department, funeral leave will override the vacation.

Part-time employees are not eligible for funeral leave.

SECTION 2. Employees advised of a death in their family, as defined above, during working hours may be released from work with pay for the remainder of the day. Such fraction of the day applied to funeral leave shall be deducted from the maximum days allowable under this article.

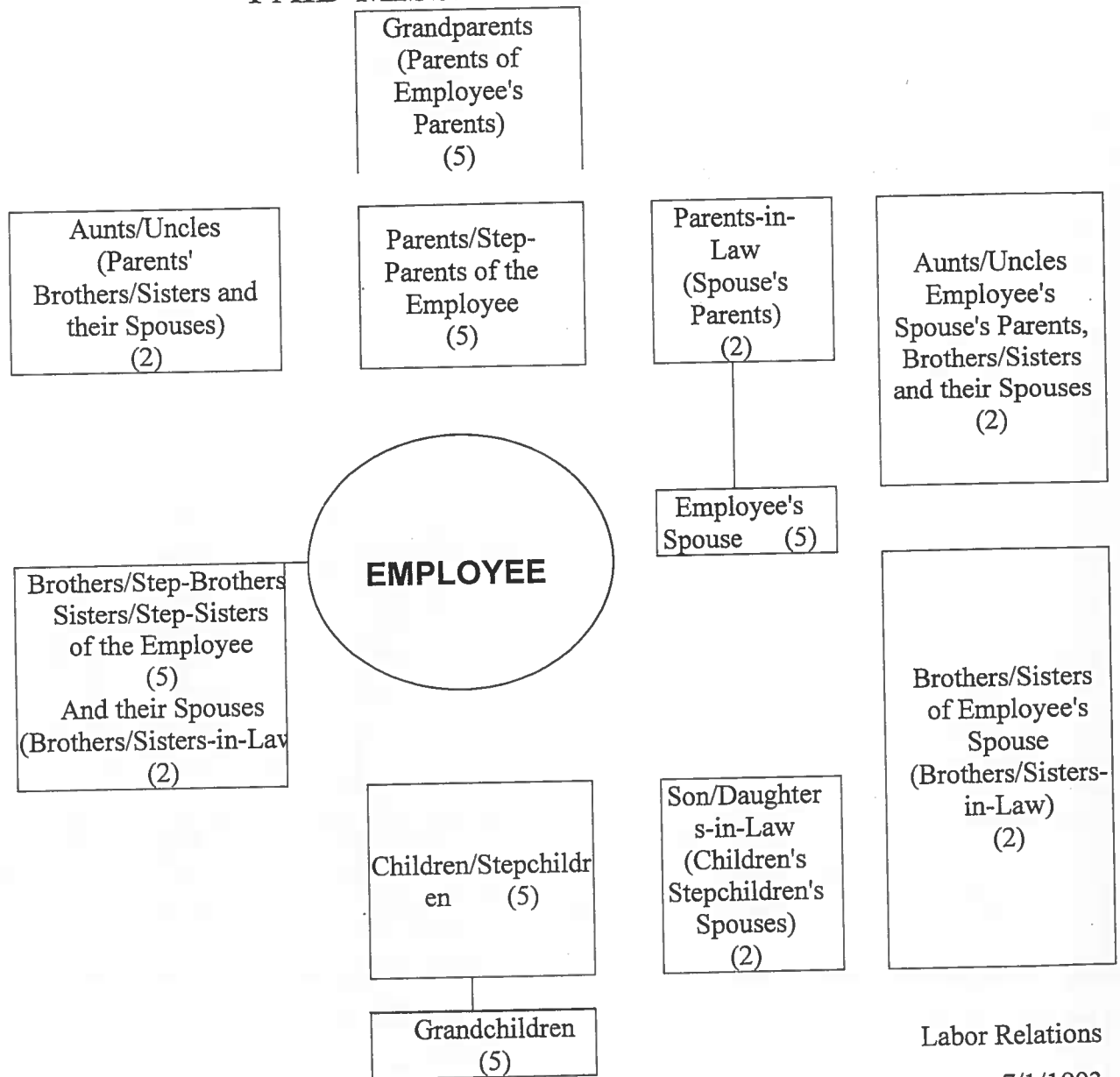
SECTION 3. Pay for each day of funeral leave taken will be made at the employee's current rate of pay for a scheduled day's work not to exceed eight (8) hours. Verification of the reason for this absence such as a funeral program or obituary should be presented to the employee's supervisor immediately upon return to work. Verification is the employee's responsibility.

SECTION 4. If the funeral day occurs on the same day as a contractually designated holiday, the funeral day will take precedence and the employee will observe the holiday as mutually agreed upon within sixty (60) calendar days following the date that the holiday had actually occurred. Leave beyond these amounts may be approved under special circumstances but shall be charged against accrued

vacation. In the event the employee is without sufficient accrued leave time, a leave of absence without pay may be granted.

FUNERAL LEAVE CHART LOCAL 77

SHOWING RELATIONSHIP OF THE DECEASED TO THE EMPLOYEE AND THE MAXIMUM NUMBER OF PAID MISSED WORK DAYS.



Funeral Leave Examples

A

1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Day of death Window opens					Off
2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off		Funeral			Funeral leave window closes	Off

B

1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Day of death	Work day	Work day	Funeral Leave	Funeral Leave	Off
2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Funeral Leave	Funeral	Funeral Leave	Work day	Work day	Off

Funeral Leave Examples

C

Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Day of death	Work day	Work day	Work day	Funeral Leave	Off
Week 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Work day	Funeral	Funeral Leave	Funeral Leave	Funeral Leave	Off

D

Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Work day	Day of death	Off	Off	Funeral Leave	Funeral Leave	Funeral Leave
Week 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Funeral	Work day	Off	Off	Funeral Leave	Work day	Work day

ARTICLE 31 LEAVES OF ABSENCE

SECTION 1. Leaves of absence shall be granted to employees for the following purposes when the absence is excused and exceeds seven (7) calendar days duration: military service, National Guard or Reserve Component Training, maternity leave, illness or injury leave, personal leave, Union leave, and educational leave.

Employees having a need for a leave of absence shall submit a request for such leave in writing and shall be responsible for submitting supporting documentation to verify the need for the requested leave.

SECTION 2. Conditions, duration of, and payment of any leave of absence, if any, shall be outlined and limited below:

- A. Military Leave -- An employee who leaves his/her job to serve in the armed forces of the United States shall be granted military leave without pay for the duration of the initial enlistment period. Seniority shall continue to accrue from date of last hire. An employee returning from military leave within ninety (90) days of discharge will be placed in a position equal in status, benefits and pay to the position which was vacated, and will be

credited with sick leave and vacation accruals during the year of his/her return based upon his/her seniority plus balances previously accrued.

- B. National Guard or Reserve Component Training Leave -- An employee obliged to annual temporary training duty may use accrued vacation or elect to be reimbursed by the University for the difference between the pay received on training duty and the pay normally received for the same number of hours worked. During temporary training duty employees will continue to be eligible for all benefits.
- C. Illness/Injury Leave -- An employee may request a leave of absence not to exceed three (3) months if he/she becomes incapacitated by illness or injury. Such requests shall be substantiated by an attending physician's statement. Once approved as medically necessary, the leave may be extended in three (3) month increments up to one (1) year. The application for extensions and return to work must be supported by the attending physician's statement.

It is the employee's responsibility to keep the Employer informed and to request an illness/injury leave within seven (7) days of the

start of an illness/injury absence. The employee or his/her family or a representative or the employee's physician must make written request to the employee's department head and attach the physician's statement containing diagnosis and tentative duration of illness or injury. An illness/injury leave must be approved by the department head who approves and then forwards the request to the Manager of Employee and Labor Relations.

An employee returning from an illness/injury leave must, before returning to work, provide the Employee Occupational Health Service with evidence from the attending physician that the employee has been released for active employment and is permitted to return to work. An employee returning from such leave must also pass a physical exam administered by Employee Occupational Health if required by his/her supervisor. The cost of the exam shall be borne by the Employer.

An employee may elect to use accrued sick leave and/or vacation for the duration of the absence or until the appropriate benefit (disability, Workers' Compensation, etc.), if any, takes over. Any dispute shall be governed by the grievance procedure.

Employees returning from illness/injury leave

within their initial leave period will be offered their prior occupational classification and shift in their department. If an employee's initial leave is extended by physician's statement, then an employee will be offered his/her prior occupational classification and shift in the department upon his/her return.

- D. Maternity Leave -- Maternity leave shall be granted and approved by the department head and Employee and Labor Relations after submission by the employee of a statement from her attending physician. Employees shall be permitted to return to work upon submitting to the department head a statement from her attending physician that her physical condition permits her to return to work. Accrued sick leave and vacation may be used at the employee's option during maternity leave.

An employee may be granted a maternity leave of up to three (3) months. Once approved, as medically necessary, the leave may be extended in three (3) month increments up to one (1) year.

Employees returning from maternity leave within their initial leave period will be offered their prior occupational classification and shift in their department. If an employee's initial leave is extended by physician's statement,

then an employee will be offered her prior occupational classification and shift in the department upon her return.

- E. Personal Leave -- Employees with one (1) or more years of seniority may seek approval for a personal leave of absence of up to three (3) months. Such request for leave must be made to the department head at least seven (7) days prior to the beginning of the desired leave period. Requests for personal leave must include information as to the nature and duration of the requested leave. Once approved, extensions may be requested in three (3) month increments, up to one year. Accrued vacation may be used during periods of personal leave.

Employees returning from personal leave within their initial leave period will be offered their prior occupational classification and shift in their department.

An unpaid leave of less than six (6) days may be arranged with the mutual consent of the employee and supervisor.

- F. Union Leave -- Employees with seniority who are elected to Union office or selected by the Union to work requiring absence from the

Employer's facilities shall, upon written request from the Union, be granted a leave of absence not to exceed two (2) years. Such leave may be extended by mutual agreement for additional periods of two (2) years. A Union leave of designated Union officials may be arranged through the Employee and Labor Relations department, up to a maximum of thirty (30) days. Accrued vacation may be used during period of Union leave.

G.Educational Leave -- Employees who have one (1) or more years of seniority who are accepted at an advanced school of study shall upon documentation of such, receive leave of absence for up to two (2) years. Accrued vacation may be used during an educational leave. Employees returning from educational leave shall be offered: (1) a position in his/her prior classification, if vacant and available or (2) a lower occupational classification within his/her department, if vacant and available. If there are no vacancies in the employee's former department, he/she will have priority bid on vacant and available positions that are open in other Bargaining Unit departments that have not been bid on by Bargaining Unit employees currently in the workforce and for which the employee is qualified. If two or more employees return from educational leave at the same time, the job offer will be made to

the more senior employee. Employees who desire a return to active employment at the conclusion of educational leave should contact Staff and Labor Relations and/or Local 77 at least 30 days prior to the conclusion of their leave.

SECTION 3. Accrued sick leave and/or vacation may be used as provided in Section 2, during leaves of absence. However, in order to continue to receive the University contribution to health insurance benefits, the employee must use at least thirty (30) hours per week. When the employee chooses to use less than thirty (30) hours per week, a "Personnel Change Notice" must be processed to reflect a change in the fringe benefit code. If the employee subsequently goes on unpaid leave, the "Personnel Change Notice" should be changed to reflect prior work hours and the fringe benefit code.

Employees on maternity, illness/injury, personal, Union and educational leaves may continue their health care and life insurance coverage for the duration of any unpaid leave provided they pay the full premium. Should an employee become totally disabled, as established by medical certification, benefits are continued as outlined in Article 26.

SECTION 4. During the period of leaves, seniority will continue

to accrue. Vacation and sick leave will not accrue during leaves, except for National Guard and Reserve Component Training.

ARTICLE 32

JURY DUTY

Jury duty leave with pay shall be approved immediately upon submission by the employee to the department head of an authentic summons, subpoena, or notice for such duty upon receipt of such notice by the employee.

Pay for each day of jury duty will be made at the employee's current rate of pay for a regularly scheduled workday not to exceed eight (8) hours. This pay will be made for the entire period of jury duty served.

Employees who are on jury duty and are scheduled to work on night shifts the same workday shall be protected from loss of pay for the entire twenty-four (24) hour period in accordance with Article 35, "Hours of Work," Section 2 of this Agreement.

Employees who are subpoenaed for court appearance as witnesses shall not suffer loss of pay for performing such duty. Attendance at a trial as a plaintiff or defendant shall not result in entitlement to any benefit under this article. Proof of appearance must be presented to the supervisor prior to and after completion of such service.

Part-time employees are not eligible for jury duty pay.

ARTICLE 33 VOTING TIME

Employees who are registered voters, if they so request, at least 24 hours in advance, shall be granted absence up to two (2) hours without pay for the purpose of voting on Presidential and general elections. This time off will be scheduled by a supervisor at either the beginning or the end of the work period or other times most advantageous to maintaining work schedules.

ARTICLE 34 EDUCATIONAL ASSISTANCE

Bargaining unit employees will have available to them, on the same terms and conditions as is or may become available for non-bargaining unit biweekly employees, the following educational benefits:

SECTION 1. Duke Employee Tuition Assistance Program will provide reimbursement of tuition for a maximum of six classes per calendar year (two per semester) up to \$5,000 for full-time employees (scheduled at least 30 hours per week) with at least two consecutive years of service at Duke University or Health System. To be eligible for reimbursement, the courses must meet the following guidelines:

- Must be related to the employee's current job or continued career growth at Duke University
- Must provide academic credit (as opposed to

continuing education units)

- Must be accredited academic through the Southern Association of Colleges and Schools (SACS) and have a physical location in North Carolina
- Must be in good standing with satisfactory performance and documented as part of an employee's professional development plan
- Must complete with a grade of "C" or better or "pass" if a grade is not provided

Once participants receive reimbursement for at least five courses and the amount of tuition reimbursed exceeds \$2,500, they must agree to work at Duke for two years afterward in return for the financial assistance. If they leave prior to fulfilling the two year commitment, they will be required to repay the cost of tuition. Eligibility for this benefit is suspended during a personal leave of absence.

SECTION 2.

Duke Tuition Grant Program

Currently, the benefit provides as follows:

Employees with five (5) or more years of active, regularly scheduled full time continuous service are eligible to receive a tuition grant to pay, in accordance with the terms and conditions of the program, undergraduate tuition charges for children of eligible employees. Currently, each employee is

eligible for up to sixteen (16) semesters of educational assistance at approved institutions, with a maximum grant of seventy-five percent (75%) of the Duke tuition, minus an annual deductible.

ARTICLE 35

EMPLOYEE TRAINING

Employees are eligible for training programs currently in existence at Duke University. There is no cost to the employee for participation in the Career Planning training program. When the Career Planning training program is implemented, it will be made available to bargaining unit employees under the same terms and conditions of other eligible employees.

The Career Planning program will aid employees in examining job opportunities that are best for them at Duke University. It will assist employees in their self-development by providing training information, personal evaluation and vocational and educational counseling. Participation in the counseling and assessment of job opportunities is not considered as hours worked. Employee training information will be made available to all bargaining unit employees.

ARTICLE 36

HOURS OF WORK

- SECTION 1. A. The "workweek" shall be the period of time from midnight Sunday night continuing for seven (7) consecutive twenty-four (24) hour periods ending midnight the following Sunday night. The "work week" begins at 12:01 a.m. Monday and ends at 12:00 midnight the following Sunday.
- B. The "workday" shall be the calendar day of twenty-four (24) consecutive hours, from midnight to midnight.
- C. Work schedules -- Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Reductions in regular work schedules, except for emergencies, shall not be made without twenty-four (24) hours notice to the employee.
- D. Meal period -- All employees who normally receive a lunch break will receive a lunch break at the middle of their shift when possible. An employee who is scheduled to work four (4) hours of overtime, shall receive a fifteen (15) minute break as close to the middle of the overtime shift as possible.

- E. Rest period -- Employees' work schedules shall provide for a fifteen (15) minute paid rest period for each four (4) hours worked. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
- F. Clean-up – When it becomes necessary for an employee to clean up because of exposure to work causing abnormal uncleanliness, a maximum of fifteen (15) minutes will be allowed for cleaning up at a mutually agreeable time during the shift.

SECTION 2. Call out

Prompt and consistent attendance at work during scheduled times is expected and is essential to providing timely service. Each department shall communicate and post the call out procedure in a visible area.

In the event of unscheduled absences, all employees scheduled to work any shift shall call the designated number to notify their department at least thirty (30) minutes prior to the start of their shift. The notification may be provided by as designee of the employee.

For those employees working in Environmental

Services, they shall notify their department at least sixty (60) minutes prior to the start of their shift. The notification may be provided by a designee of the employee.

If the absence is expected to extend beyond one (1) day, the employee should make such notification at the time of the call.

If the employee is to absent for an undetermined period, the employee will inform management as soon as possible. The employee should speak with their supervisor to discuss leave options and benefits.

In the case of tardiness, the employee will inform the department as soon as possible and indicate an approximate time of arrival.

Nothing in this Article is intended to prevent an employee from receiving sick pay as governed by Article 23, Sick Leave.

An employee will be counseled on the first instance of not calling out within the prescribed time period before receiving disciplinary action. This counseling will be active for 6 months from the date of issuance. The disciplinary process shall commence at the written warning step.

SECTION 3. Hours:

- A. Day Shift: When employees' regular work schedule starts between the hours of 5:00 a.m. and 11:59 a.m., they shall be considered working the 1st or Day Shift.
- B. Evening Shift: When employees' regular work schedule starts between the hours of 12:00 noon and 7:59 p.m., they shall be considered the 2nd or Evening Shift.
- C. Night Shift: When employees' regular work schedule starts between the hours of 8:00 p.m. and 4:59 a.m., they shall be considered the 3rd or Night Shift.

SECTION 4. Overtime:

- A. Compensation for overtime work shall be calculated as follows:
 - 1. Forty (40) hour workweek: Compensation for time worked up to and including eight (8) hours in any one workday or forty (40) hours in any one workweek will be made at the employee's straight time current rate of pay.

Compensation for all overtime worked in excess of eight (8) hours in any one workday or forty (40) hours in any one

workweek will be made at one and one-half (1 1/2) times the employee's current rate of pay.

2. Eighty (80) hour biweekly workweek: Except for employees working the Second (2nd) or Evening Shift in Duke South, compensation for all employees working in the hospital for hours up to and including eight (8) hours in any workday or eighty (80) hours in any biweekly pay period will be made at the employee's straight time current rate of pay. Compensation for all overtime worked in excess of eight (8) hours in any one workday or eighty (80) hours in any biweekly pay period will be made at one and one-half (1 1/2) times the employee's current rate of pay.

B. Overtime will be calculated on the basis of time actually worked or hours paid for and considered by the Employer as time worked specifically:

1. Attendance at training classes related to the employee's work (including career planning programs) and where attendance is required, or during which work is performed.

2. Holidays or an employee's elected day off due from a holiday previously worked.
 3. Donation of blood to an Employer-sponsored blood program.
- C. Where overtime has been earned, it shall be paid either for over eight (8) hours in one day or forty (40) hours in a week, (except as provided in Section 2, paragraph A, subparagraph 2, above). However, the Employer may grant time off if the employee so elects within the same pay period at a time agreeable to both the supervisor and employee. This time off may be granted to employees for the number of hours of overtime worked times one and one-half (1 1/2). In such cases, the employee's total pay within the pay period is balanced so as not to exceed his regular pay. Time off is, by law, not cumulative and must be taken in the same pay period as accumulated.
- D. Overtime work shall be distributed to employees working within the same job classification in the primary work area of their unit of assignment by seniority. When necessary overtime schedules have not been filled, because senior employees and/or those low in overtime to their credit have refused the opportunity, the least senior employee within

the primary work area of the unit of assignment shall be required to perform the work.

No employee shall be required to work overtime on more than two (2) consecutive days in a workweek.

- E. A record of overtime hours worked by each employee shall be maintained and made available to district stewards.
- F. An employee shall not be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period continuing from the start of the required shift.
- G. An employee shall not be compensated twice for the same hours of overtime.

ARTICLE 37

NIGHT SHIFT PREMIUM

Employees who regularly work Second (2nd) or Evening Shift shall be compensated for such hours at their regular rate plus a shift premium of seven percent (7%) per hour. Employees who regularly work Third (3rd) or Night Shift shall receive a shift premium of twelve percent (12%) per hour.

Such night shift premiums shall not be paid to employees who work into the hours specified as a result of extended hours beyond their regular work schedule.

ARTICLE 38

EMERGENCY CALLBACK – REPORTING FOR WORK

SECTION 1. Emergency callback:

An employee who, as a result of an emergency (having left work) is called back to work for other than his regular shift, shall receive a minimum of four (4) hours work or a minimum of four (4) hours pay, at the rate of time and one-half (1 1/2) his/her regular rate plus night shift premium, if applicable.

Part-time employees are not eligible for the emergency callback premium except where the emergency callback occurs after such employee has completed eight (8) hours of work within the regular workday.

SECTION 2. Reporting for work:

If an employee reports to work at the start of a shift he/she is scheduled to work unless notified not to so report and is sent home through no fault of his/her own, he/she will receive a maximum of two (2) hours pay at their straight-time rate.

This would not apply in situations beyond the control of the University such as acts of God, power failure, etc.

ARTICLE 39 WEEKEND WORK PREMIUM

Premium payment shall be made to employees who work a scheduled shift of both Saturday and Sunday for two (2) or more consecutive weekends.

A twenty percent (20%) premium shall be paid for all hours worked on the second and following consecutive weekends.

Example:

Hourly rate	\$6.00
-------------	--------

20% premium (per hour)	1.20
------------------------	------

Second Saturday worked - (8 hours)	
------------------------------------	--

Second Sunday worked -- (8 hours)	16
-----------------------------------	----

16 hours x 1.20 =	\$19.20
-------------------	---------

Employees who work Saturday and Sunday work schedules only are not eligible for this premium.

Overtime Premium Pay and Weekend Work Premium Pay shall not be paid on the same hours worked. If weekend hours worked result in overtime, Overtime Premium Pay will override Weekend Work Premium Pay.

Weekend Work Premium and Holiday Premium can be paid on same hours.

ARTICLE 40

OCCUPATIONAL CLASSIFICATION AND AUTOMATIC WAGE RATE PROGRESSION

SECTION 1. It is agreed that during the terms of this Agreement, the hourly wage rates as set forth in "Wage Rate Progression" Schedules A and B shall be in effect. The rates and/or progressions contained herein shall be applied as follows:

Employees will be hired at the hire rate of the occupational classification and after one year of seniority shall move to the job rate as set forth in the "Wage Rate Progression Table".

In the event that an employee is promoted to a higher occupational classification level while still at

the hire rate level, the promotion date shall supersede the seniority date for purposes of determining the one year requirement to progress to the job rate.

All employees in occupational classifications levels 1 through 5 who obtain five (5) years of seniority shall be moved to the five (5) year rate.

All employees in occupational classification level 1 who obtain ten (10) years of seniority shall be moved to the ten (10) year rate.

SECTION 2. Employees who are temporarily assigned or promoted to a classification of a higher wage level shall be paid the hire rate or job rate of the higher level which corresponds to their current hire rate or job rate as set forth in the "Wage Rate Progression Table".

ARTICLE 41

NEW OR CHANGED OCCUPATIONAL CLASSIFICATIONS

SECTION 1. In the event the Employer should establish new occupational classifications or change existing occupations, the hourly rates applicable thereto shall be determined by negotiations between the Employer and the Union, such negotiations will be based upon the proper application of the Employer's

Job Classification and Evaluation Plan and the duties of the job.

- SECTION 2. Employer will supply the Union ten (10) calendar days prior to such negotiations, the occupational classifications, number, occupational classification title, the proposed hourly rate, and the job description pertaining thereto.
- SECTION 3. Job performance shall not be delayed through failure to immediately agree upon hourly rates applicable to any new or changed occupational classification. In such cases, pending the results of negotiations, the Employer will establish the occupational classification and the Employer proposed hourly rate applicable thereto and shall place such occupational classifications and such hourly rate into effect.
- SECTION 4. Wage rates finally established through negotiations of the parties or arbitrator which are higher than the Employer proposed rate will be paid retroactive to the date of the start of the occupation.
- SECTION 5. If the parties are unable to agree to a rate of a new or changed classification, the issue may be submitted to arbitration within thirty (30) days of the date on which the new or change job(s) is posted or filled. The arbitrator shall base his/her decision upon the proper application of the Employer's Job Classification and Evaluation Plan.

ARTICLE 42 BULLETIN BOARDS

The Employer shall provide the Union with space on not less than thirty-one (31), unless the parties mutually agree to a different number, glass enclosed, lockable bulletin boards. The Union will be furnished with one (1) key for each board and a list of locations. Union notices may be posted by the steward in his district and, although not limited to the following notices, they shall be of this type:

- A. Recreational and social events of the Union
- B. Union meetings
- C. Union elections, appointments
- D. Results of Union elections

In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by Employee and Labor Relations of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 43 HEALTH AND SAFETY

SECTION 1. The Employer will make reasonable provisions for the health and safety of employees during the hours

of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Employer in accordance with safety and health practices now prevailing or as such practices may be improved from time to time.

SECTION 2. The Union will cooperate with the Employer in encouraging employees to observe reasonable safety regulations and to work in a safe manner.

SECTION 3. An employee may bring to the attention of his/her supervisor alleged unsafe or unhealthy conditions or practices or a resolution to the condition. In the event of failure to agree as to the condition or practice, the employee shall have the opportunity of a meeting between his/her district steward and the supervisor. If the supervisor and steward cannot agree to a resolution, a meeting will be arranged with the Employer's safety coordinator. Unresolved disputes shall be directed through the grievance procedure.

SECTION 4. Once a month, the Employer will make available to the Union, through the Manager of Employee and Labor Relations, a copy of any information received by the Employee and Labor Relations Department from the University and/or Medical Center safety representatives concerning accident reports filed by the Employer relating to a bargaining unit employee. Such reports shall include the

information, if known, on the cause and/or prevention of the accident.

The Employer, through the Manager of Employee and Labor Relations, will make available to the Union a listing of the safety equipment required by the Employer to be worn by the employees in the performance of their duties. The listing of safety equipment will be updated as necessary. The Employer will inform employees of any known hazards in their work areas.

ARTICLE 44 RETIREMENT

There is attached hereto and made a part of this Agreement by reference a Duke University "Employees Retirement Plan" booklet which outlines in detail the provisions of this benefit. A copy of this booklet will be furnished to each employee.

ARTICLE 45 ABSENTEEISM

Purpose

Duke depends on the prompt and regular attendance of each staff member to provide the highest quality services. Each staff member is expected to be at his/her work area and ready to work at the scheduled times. Despite this expectation, Duke

understands that there will be times that an employee will not be able to attend work. To balance the operating needs of the employing unit and the personal and family needs of employees, the following guidelines are intended to assist supervisors and staff members in addressing absenteeism, tardiness and early departure problems. These guidelines are intended to support and encourage successful performance and, as necessary, to correct or modify undesirable performance.

Section 1: Definitions

Scheduled Time Off - Time away from work that has been requested and approved in advance by the supervisor.

Unscheduled Absence - When an employee does not report to work for his/her scheduled shift or misses greater than two (2) hours of work and the absence is not approved in advance.

Tardy- Not reporting for work at the beginning of the scheduled shift, up to the first two (2) hours of the scheduled shift. Five (5) minutes after the start of the employee's scheduled shift will be considered the grace period for purposes of tardy.

Early Departure-Leaving work with less than 2 hours remaining in the shift.

Unscheduled time away from work that does not exceed the maximum unscheduled absences are not subject to disciplinary action.

Section 2: Unscheduled Absences

Non-Illness/Injury Absences – An unscheduled absence of a single day will be counted as one unscheduled absence. Non-illness/injury absences will not be charged to sick leave pay. Such absences may be charged to vacation time if available or may be taken as time without pay, at the employee's discretion.

Illness/Injury Absences - In the case of illness or injury, absences up to 3 consecutive days will be counted as one unscheduled absence if the employee has seventy-two (72) sick leave hours or more to his/her credit. For employees with less than seventy-two (72) sick leave hours to his/her credit, absences of up to two (2) consecutive days will be counted as one unscheduled absence. In the event that an employee is absent for greater than 2 and/or 3 days (as defined above), they will be required to bring in a doctor's note substantiating the medical necessity for the extended absence. Failure to bring in a doctor's note will result in an additional unscheduled absence for each two or three day period described above, and will result in an employee not being allowed to charge time in excess of the first two or three consecutive days to sick leave. Such absences may be charged to vacation time if available or may be taken as time without pay, at the employee's discretion.

Excessive absenteeism will be determined when an employee has exhausted his/her maximum unscheduled absences except for absences that are granted in accordance with the applicable

provisions of this Agreement. The maximum number of unscheduled absences will be determined by the sick leave balance as of December 31 of each year.

In evaluating each situation of excessive absenteeism the criteria to be used shall be as follows:

Sick Leave Balance	Maximum Unscheduled Absences
< 72 hours	6 absences per year
>72 hours	8 absences per year

Any absence exceeding the maximum unscheduled absences stated above will be subject to disciplinary action of the following type and progression: written warning, final written warning and termination. Prior to commencing the written warning step a meeting with the employee and union representative will occur to review the employee's attendance record and to confirm attendance expectations.

Section 3: Corrective Action for Incidents of Tardy or Early Departure:

The 11th tardy/and or early departure will result in a written warning.

The 12th tardy/and or early departure will result in a final written warning.

The 13th tardy/and or early departure will result in termination.

Prior to commencing the written warning step a meeting with the employee and union representative will occur to review the employee's attendance record and to confirm attendance expectations.

A six (6) month period without any unscheduled absences will result in the removal of all absence related disciplinary actions. A six (6) month period without any tardy/early departure incidents will result in the removal of all tardy/early departure related disciplinary actions. Once the attendance record is cleared, one unscheduled absence or one tardy/ early departure incident will be allowed before any disciplinary action will be taken.

Notes: Individuals may be exempt from termination, providing their sick leave accrual balance is in excess of 193 hours. Such circumstances will be discussed with the employee, supervisor, union representative, department director, and staff and labor representative. (See also Letter of Agreement)

ARTICLE 46

SEVERE WEATHER POLICY

It is the policy of the University to remain open and continue operations during periods of bad weather. Many critical functions on Campus and the Medical Center must be staffed regardless of weather conditions. It is recognized, however, that some individuals may find it difficult to travel to the University because of hazardous conditions. Essential staff are required to report to work when the Severe Weather Policy has been activated.

Employees designated essential staff reporting for work when the Severe Weather Policy has been activated will be given available work and paid for the shift. Employees reporting to work on days determined to be severe weather days will be given a one hour "grace period" in reporting to their shifts. Essential employees reporting to work will be paid a 10% premium. Essential employees reporting more than one hour late will be paid only for hours worked.

A severe weather day may be designated as such by the University. Communication of the severe weather day will be by general public announcement. If you do not hear or see the announcement on the broadcast stations listed above, you may dial 684-INFO (684-4636) for a recorded message. If the telephone line is busy, try again. Your inability to access the recording or public broadcast announcements should not prevent you from reporting to work.

Essential employees who do not report to work because of weather conditions should notify their departments in accordance with departmental procedures. This absence will be considered an excused absence. These employees will be on a non-pay status.

Essential employees who do not report to work due to illness when the Severe Weather Policy has been activated should notify their department in accordance with departmental procedures. The essential employee shall be on a non-pay status unless they were on sick leave the day before prior to the Severe Weather Policy being activated.

Essential employees in areas requiring continuous service are expected to come to work. Each department head is responsible for developing a plan to provide staff coverage in critical areas during periods of severe weather. Employees working in a critical area who are unable to come to work must call their department according to established departmental procedures. In exceptional situations, transportation may be provided for these employees, depending on the circumstances involved.

In areas where transportation services are available, and the department agrees to pick up the essential employee, then the employee will receive a minimum of 6 hours. The employee must call in according to the departmental call out policy.

Should you have any questions, please call Employee/Labor Relations at 684-2808 or Medical Center Human Resources at 684-5557.

ARTICLE 47 SEVERABILITY

If any provision of this Agreement is or hereafter shall be in violation of applicable federal or state laws or regulations, such provision shall be superseded by the appropriate replacement provisions as may be negotiated by the parties to this Agreement. If the parties are unable to agree as to whether or not any provision hereof is in violation of any such laws or regulations, the provisions of the Agreement shall remain in effect until the disputed matter is settled by the court of competent jurisdiction or any state or federal agency having jurisdiction over the subject

matter of this Agreement and such provision is not superseded by an applicable law or regulation, the Employer and the Union will promptly meet to negotiate a substitute provision for the one declared invalid. In any of the above cases, the remaining terms and provisions of this Agreement shall continue in full force and effect.

ARTICLE 48

WAIVER

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

After this Agreement has been signed, no provision may be altered or modified during the life of this Agreement except by mutual consent in writing between the Union and the Employer, and only at a conference called for such purpose by the parties and after ratification by the Union.

ARTICLE 49

TERM AND TERMINATION

NOTICE OF CHANGE AND MODIFICATIONS

- SECTION 1. This Agreement shall become effective on **July 1, 2017**, (except as otherwise provided) upon ratification, and shall continue in full force and effect until 12:01 a.m., **July 1, 2020**, and thereafter shall be automatically renewed from year to year unless notice in writing shall be given by either party to the other of its termination ninety (90) days prior to its expiration date of **July 1, 2020**, or a subsequent applicable expiration date after automatic renewal, in which event it shall terminate on its expiration date.
- SECTION 2. Either party may give written notice ninety (90) days prior to **July 1, 2020**, or ninety (90) days prior to any subsequent anniversary date of this Agreement, of any proposed change or changes, term or termination of this Agreement. Whenever such a notice of change is given, the party giving the notice shall submit its proposals in writing to the other party prior to the end of thirty (30) days from the date of notice. If the parties do not reach an agreement with respect to such proposals on or before 12:01 a.m., **July 1, 2020**, or on or before a subsequent anniversary date of the Agreement, whichever is applicable, then this Agreement shall be terminated unless extended by mutual agreement.

Wage Rate

SCHEDULE A

FOR EMPLOYEES HIRED BEFORE JULY 1, 1999

Effective July 1, 2017			
<i>Level</i>	<i>Hire Rate</i>	<i>1 Year Step</i>	<i>5 Year Step</i>
2	13.03	13.44	15.80
3	13.28	13.84	16.77
4	13.57	14.87	18.04
5	14.39	15.83	19.79

Effective July 1, 2018			
<i>Level</i>	<i>Hire Rate</i>	<i>1 Year Step</i>	<i>5 Year Step</i>
2	13.29	13.71	16.12
3	13.55	14.12	17.11
4	13.84	15.17	18.40
5	14.68	16.15	20.19

Effective July 1, 2019			
<i>Level</i>	<i>Hire Rate</i>	<i>1 Year Step</i>	<i>5 Year Step</i>
2	13.56	13.98	16.44
3	13.82	14.40	17.45
4	14.12	15.47	18.77
5	14.97	16.47	20.59

SCHEDULE B

FOR EMPLOYEES HIRED AFTER JULY 1, 1999

Effective July 1, 2017			
<i>Level</i>	<i>Hire Rate</i>	<i>1 Year Step</i>	<i>5 Year Step</i>
2	13.03	13.44	15.61
3	13.28	13.84	16.61
4	13.57	14.87	17.87
5	14.39	15.83	19.02

Effective July 1, 2018			
<i>Level</i>	<i>Hire Rate</i>	<i>1 Year Step</i>	<i>5 Year Step</i>
2	13.29	13.71	15.92
3	13.55	14.12	16.94
4	13.84	15.17	18.23
5	14.68	16.15	19.40

Effective July 1, 2019			
<i>Level</i>	<i>Hire Rate</i>	<i>1 Year Step</i>	<i>5 Year Step</i>
2	13.56	13.98	16.24
3	13.82	14.40	17.28
4	14.12	15.47	18.59
5	14.97	16.47	19.79

APPENDIX I

OCCUPATIONAL CLASSIFICATIONS

<u>Level 1:</u>	Lab Assistant Laborer
<u>Level 2:</u>	Food Service Worker I Grounds Equipment Operator Housekeeper Specialist
<u>Level 3:</u>	Bio-Medical Waste Handler Floor Finisher Food Service Worker II Grounds Equipment Operator, Sr. Phytotron Service Attendant Recycler Sanitation Equipment Operator Truck Driver Uniform and Linen Room Attendant Utility Worker
<u>Level 4:</u>	Athletic Equipment & Locker Room Attendant EVS Lead Worker General Utility Attendant Lead Food Service Worker Material Control Clerk Phytotron Service Attendant, Sr. Production Worker Truck Driver, Sr.

Level 5:

Lead Production Worker
Material Control Clerk, Sr.
Sanitation Equipment Operator, Sr.
Sr. Lead Production Worker
Tree Pruner

APPENDIX II BENEFITS ELIGIBILITY

According to continuous service date and regular work schedule.

Key: A -- Full eligibility B -- Pro rate eligibility C -- No eligibility

EMPLOYEE STATUS	HOL	VAC	SICK LEAVE	JURY DUTY	FUNERAL LEAVE	LTD	HOSP. INS.	LIFE INS.	WORK. COMP.	UNEMP INS	SURV. BENEFIT
Probation (90 cal. days)	A	A'	A'	A	A	C	A	A	A	A	A
Full-time (40 hr. week)	A	A	A	A	A	A"	A	A	A	A	BC"
Abbreviated (20 but less than 40 hours)	B	B	B	B	B	BC'	BC	A	A	A	BC"
Part-time (less than 20 hr/wk)	C	C	C	C	C	C	C	C	A	A	C

A' - Cannot be used until the completion of the probationary period.

A" Eligible after three (3) years of continuous service.

BC -Twenty to twenty-nine (20-29) hours per week work schedule; employee eligible for enrollment but will receive no Employer contribution.

Thirty (30) hours or more per week work schedule; Employer contributes.

BC' - Eligible only after three (3) years of continuous service of a thirty (30) hours per week or more work schedule.

BC" - Eligible only after one (1) year of continuous service of a thirty (30) hours or more per week work schedule.

APPENDIX III STEWARD ASSIGNMENTS

DISTRICT NO. 1 --

Assistant-Chief Steward (1), stewards (6).

Duke North

Duke South

Eye Center

Assistant-Chief Steward (1), stewards (4).

Medical Center Housekeeping

DISTRICT NO.2--

Assistant-Chief Steward (1), stewards (2).

Housing Management (West)

FMD Grounds

Sanitation

Golf Course

Fuqua

DUAA

DISTRICT NO. 4 --

Assistant-Chief Steward (1), stewards (2)

University Housekeeping (West)

LSRC

Public Policy

Terry Sanford Building

Assistant-Chief Steward (1), stewards (4).

University Stores

Dining Services (West Central)

Bryan Center

Finch-Yeager

DISTRICT NO. 3 --

Assistant-Chief Steward (1), stewards (5).

University Housekeeping (East)

Housing Management (East)

Dining Services (East)

Central Campus

APPENDIX IV CHANGE IN BENEFITS

July 1, 1996

Any change to non-bargaining unit service biweekly employees will be automatically extended to bargaining unit employees represented by Local 77 -- AFSCME for: vacation accumulation, number of holidays, sick leave accumulation, improvement in health care plans, amount of life insurance, improvement in Long Term Disability, and improvements in Biweekly Retirement Plan.

APPENDIX V
**Scheduled Weekends Off for Local 77 Employees in Dining
Services**

July 1, 1993

TO: Local 77 Negotiating Committee

FROM: Wes Newman
Director, Dining & Special Events

SUBJECT: Scheduled Weekends Off for Local 77 Employees
in Dining Services

During the life of this Agreement, Duke University Dining Services commits to scheduling its full time bargaining unit employees off at least one (1) weekend (Saturday/Sunday) per calendar month.

This commitment would be waived only in the case of emergency.

Wes Newman
Director, Dining & Special Events

Letter of Understanding
Secured Personal Space (Lockers)
Local Union 77 AFSCME and
Duke University

Management recognizes the need for employees to have a secured space to store their personal belongings in the work place. Management will make an effort to provide secure space and will update Local 77 on its progress.

Management reserves the right to open and/or inspect this secured space if given probable cause such as unauthorized or illegal items stored in the secured space. Management will provide the employee an explanation of its suspicious and request the employee to open the secured space. If the employee refuses, the secured space can be opened by management. The employee will be given the opportunity to be present at the time of inspection.

Letter of Agreement
Sick Leave Incentive Program
Local Union 77 AFSCME and
Duke University
June 30, 2008

It is agreed that during the first year of this contract Duke University management and representatives of Local 77 and Staff and Labor Relations will meet in order to design an incentive program that will provide individual recognition for employees who reduce the overall sick leave utilization of the Bargaining Unit. This committee will recommend the eligibility criteria for achieving the incentives as well as the incentives themselves.

The goal of this committee is to have a recommendation in place by December 31, 2008.

Letter of Agreement
New Employee Start Rate - Animal Caretaker/Sanitation
Equipment Operator
Local Union 77 AFSCME and
Duke University

Until a longer-term approach is developed and agreed to between the Union and the University, and Sanitation Equipment Operator jobs, hiring supervisors may start new employees at the one-year rate, based on a review of applicant qualifications and the supply of available candidates. All internal employees in those classifications will be adjusted to the one-year rate when an external candidate is hired at the one-year rate.

Letter of Agreement
Attendance Criteria Implementation
Local Union 77 AFSCME and
Duke University

This letter of Agreement is intended to outline the implementation process for the use of the attendance criteria found in Article 44 of the Agreement between Local 77 and the University.

Implementation of Revised Article 45 will be effective **January 1, 2018**. The 2014 Article 45 Provision will remain in effect **until December 31, 2017**.

The employee's sick leave balance as of the last pay period in December will determine usage of the maximum unscheduled absences for the upcoming year, unless the employee is on the disciplinary action track for attendance.

Employees not on the disciplinary track as of December 31st of each year will have all occurrences and tardy/ early departures removed from their record.

Once an employee is on the disciplinary track, each unscheduled absence thereafter will progress the employee to the next step in the disciplinary process.

Employees who enter the disciplinary track during the year shall have the opportunity to redeem themselves. A six (6) month period without any unscheduled absences will result in the removal of all absence related disciplinary actions. A six (6)

month period without any tardy/early departure incidents will result in the removal of all tardy/early departure related disciplinary actions. Once the attendance record is cleared, one unscheduled absence or one tardy/early departure incident will be allowed before any disciplinary action will be taken. Employees who are already in the disciplinary track at the beginning of the New Year and redeem themselves during that year, will have access to those unscheduled absences and tardy/early departures they would have been granted had they not been in the track.

As of **December 31, 2017**, employees at the final written warning or written warning step for absences shall receive a one-time redemption exemption exception. These employees shall have their redemption time as of **January 1, 2018**, cut in half.

As of **December 31, 2017**, employees at the final written warning or written warning step under the tardy/early departure track shall receive a one-time redemption exception. These employees shall have their redemption time as of **January 1, 2018**, cut in half.

Letter of Agreement
Uniforms
Local Union 77 AFSCME and
Duke University

When uniforms are required to be worn, the Employer will furnish to the employee usable uniforms appropriate for use in connection with the particular job being performed.

The employer will also provide the employee an initial Duke Identification Badge (ID Badge). The ID badge is considered part of the uniform. Any employee reporting for work not in the appropriate uniform to include the ID badge will be subject to disciplinary action. The disciplinary action will be of the following type and progression.

- 1st occasion – Counseling
- 2nd occasion- Oral Warning
- 3rd occasion – Written Warning
- 4th occasion – Final Written Warning
- 5th occasion – Discharge

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 or final written warning and six (6) months for counseling and an oral warning, unless further disciplinary action of any kind occurs during the one (1) year period.

An employee cannot work in certain designated areas without an ID badge. In those areas if an employee reports to work without an ID badge he/she will not be allowed to work until an ID badge is obtained.

Letter of Agreement
Bio-Medical Waste Handler
Local Union 77 AFSCME and
Duke University

This letter of agreement is intended to clarify the role of the Bio-Medical Waste Handler responsible for the collection and transportation of bio-medical waste and needle boxes and the Bio-Medical Waste Handlers responsible for terminal cleaning in the specified areas of Operating Room, Emergency Room, North Pavilion OR and the Labor and Delivery unit.

It is agreed that it is not the intent for the employees regularly assigned to transport and collection to perform the terminal cleaning in the areas outlined above.

The Bio-Medical Waste Handler responsible for terminal cleaning in the areas specified above can be assigned to perform routine housekeeping duties in their assigned units based on the needs of the operation.

The reassignment of Bio-Medical Waste Handlers responsible for terminal cleaning shall be distributed as evenly as possible among the available employees. Any dispute regarding reassignments may become a subject of the grievance procedure.

Letter of Understanding
Timely Issuance of Disciplinary Actions
Local Union 77 AFSCME and
Duke University

The Union and University agree that disciplinary actions issued to employees should be done in a timely manner. The focus should be on corrective behavior at or near the time of the occurrence. In some circumstances, i.e. an extensive investigation, an extended absence or other unusual circumstances, the appropriate corrective action may not be administered in as timely of a manner.

Disciplinary Actions, which have become inactive, should not remain part of the employee's file. Once removed from the file the disciplinary actions should not be used in determining further disciplinary actions or be a part of files transferred to other departments.

Letter of Understanding
Joint Union/Management Training
Local Union 77 AFSCME and
Duke University

It is agreed that during each year of this contract that Duke University management and representatives of Local 77 will conduct joint steward and supervisory training in the administration of the Local 77 contract. The purpose of this collaborative effort is to enhance the understanding by both groups of the contractual language and how it is administered in the work place. Topics to be covered will include such items as:

- Review of contract
- The role of supervisor and stewards in contract administration
- Conducting grievance hearings-roles, responsibilities
- The hiring and use of temporaries
- Avoiding excessive use of overtime through schedule management overtime priorities (i.e. Bargaining Unit Employees with less than 40 hrs., Temps)

Participants will include supervisory management staff, stewards, and Human Resource representatives. Within three months following contract signing, management and union representatives will meet to discuss workshop content, schedule, and location.

Letter of Understanding
Dr. Martin Luther King, Jr. Holiday
Local Union 77 AFSCME and
Duke University

An employee will be given the choice of honoring Dr. Martin Luther King, Jr. by requesting either the National Holiday (third Monday in January), or the actual date of his birth (January 15th). Employees will state their individual preference to their supervisor by January 1st and scheduling preference will be based on seniority. If a preference is not stated, it will be assumed the employee would prefer January 15th. Any further proposed changes to the date of celebration must be mutually agreed to by both parties.

Letter of Agreement
Temporary Placement – Dining Services
Local Union 77 AFSCME and
Duke University

It is agreed that during the first year of this contract Duke University management and representatives of Local 77 will meet in order to design a program for the temporary placement of Dining Service workers during times when services are significantly reduced in Dining Services. The intent of this program will be to provide Dining employees with priority referrals for temporary placement in vacant positions in other departments with jobs covered by the labor agreement when work is not available for them in dining.

The committee will include representatives of Local 77, hiring department representatives and Staff and Labor Relations. The goal of this committee is to have a plan in place by December 1, 2002.

Letter of Agreement
Extreme Working Conditions
Local Union 77 AFSCME and
Duke University

Duke University is committed to the safety and well being of its employees. This letter of Agreement is intended to outline the process that Grounds and Sanitations Services will use during times of extreme weather conditions.

1. The manager/supervisor will monitor the weather forecast to establish planning strategies for inclement weather.
2. Training and instructions will be provided seasonally on environmental conditions to include heat stress and cold exposure.
3. All employees are encouraged to let supervisors know of special health conditions that may impact their job performance during extreme weather conditions.
4. Air quality index reading (ozone action days) will be considered when planning summer work activities.
5. Workday starting times may be altered to take advantage of cooler morning hours.
6. Work tasks that are more strenuous in nature will be done earlier in the day when possible, to avoid the hottest time of the day.
7. Appropriate t-shirts and shorts will be allowed to be worn during the summer months. Under certain circumstances it may not be appropriate to wear shorts; the Union and Management must mutually agree to the circumstances under which the wearing of shorts may be appropriate.

8. Ice machines and water coolers will be conveniently available to all employees.
9. Each employee will be provided with a set of coveralls, jackets, ear warmers, insulated gloves and rain gear for weather protection.

Letter of Agreement
JOB POSTING
Local Union 77 AFSCME and
Duke University

All Bargaining Unit Job Postings shall contain the following information:

When and where to apply for the job
Posting Date
Closing Date
Job Title
Job Summary
Hourly Rate
Job Level
Hours Per Week
Shift
Job Identification Number (EAR)
Supervisor/Location

Labor Relations will forward a copy of all job postings to the Business Manager of ASFCME Local 77 and/or his /her designee at the beginning of the posting period.

Letter of Agreement
Regular Assigned Work Areas
Local Union 77 AFSCME and Duke University

It is agreed that during the first year of this contract, Duke Dining Services and EVS management and representatives of Local 77 will meet in order to review and discuss the definition of primary work areas and regular assigned work areas.

The committee will include representatives of Local 77, Dining, EVS department representatives, and Staff and Labor Relations. The goal of this committee is to have a plan in place by July 1, 2018.

Letter of Agreement

Duke Hospital Performance Partnership Plan

We recognize that during the term of the Local 77 Agreement, hospital reimbursements from the Centers for Medicare/Medicaid Services, and others, will be based in part, on Value Based Purchasing Options. This mechanism relies on feedback from our patient customers, as measured by HCAHPS (Hospital Consumers Assessment of Healthcare Providers and Systems) scores for satisfaction with the overall cleanliness of Duke Hospital. Because of this change in the way Duke will be paid for services, we believe Duke and Local 77 should partner to design strategies to improve our cleanliness satisfaction scores and that Duke Hospital EVS employees should benefit in a direct way if those strategies produce significant and sustained improvement in our customer satisfaction scores as measured by HCAHPS. To that end, we propose that the Environmental Services staff members who are assigned to work in Duke Hospital be eligible for a performance partnership payment if target improvement scores are met in Years Two and Three of the contract. This payment will be in addition to the agreed upon annual salary increase for the bargaining unit. This agreement would apply to those staff who are employed in Duke Hospital Environmental Services in Duke North, Duke Medicine Pavilion, Children's Health Center, and Hospital Addition for Surgery (HAFS).

Formula:

Year 1 - Eligible employees will receive a performance payment of \$500.00 if the 'percent always' for hospital cleanliness, as measured by HCAHPS, (CMS reported score) if the average score reaches 75% or more measured on July 1, 2017 through June 30, 2018. This payment will occur in August of 2018.

Year 2 – Eligible employees will receive a performance payment of \$500.00 if the 'percent always' for hospital cleanliness, as measured by HCAHPS, (CMS reported score) if the average score reaches 76% or more measured on July 1, 2018 through June 30, 2019. The performance payment will occur in August of 2019.

Year 3 – Eligible employees will receive a performance payment of \$500.00 if the 'percent always' for hospital cleanliness, as measured by HCAHPS, (CMS reported score) if the average score reaches 76% or more measured on July 1, 2019 through June 30, 2020. The performance payment will occur in August of 2020.

Note: *If another survey is implemented that would impact the HCAHPS cleanliness score, that survey would not be included in the 'percent always' score until the beginning of the next fiscal calendar year.*

Eligibility Criteria:

All regular full-time and part-time staff members who work in Duke Hospital Environmental Services within Duke North, Duke Medicine Pavilion, Children's Health Center (CHC) and Hospital Addition for Surgery (HAFS) are eligible to participate in the Performance Partnership Plan. Part-time employees will receive a pro-rated payment based upon their full time equivalency (FTE) as June 30th of each of the performance years. The following criteria must be met for payment of the Performance Partnership Plan:

- Employed by DUHS as of January 1 of each year.

The payout is subject to any legally required withholdings, including federal and state taxes, and FICA (OASDI and Medicare).

SIGNATURE PAGE

In witness thereof, the parties hereto have executed this Agreement on this first day of July 2017

LOCAL 77 -- AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

DUKE UNIVERSITY

Michael Gibson, Chief Spokesperson
Business Manager

Kyle J. Cavanaugh, Chief Spokesperson
Vice President, Administration

Charles Gooch, President

James K. Powell, Vice President
Duke University Hospital

William McKnight, Vice President

Denise L. Evans, Assistant Vice President
Staff and Labor Relations

Erika Daniels, District Steward

Deborah G. Page, Chief HR Officer
Duke University Hospital

Georgia Terrell, District Steward

Lynne Deitch, Director Human Resources
Staff and Labor Relations

Wilford Hamm, District Steward

Michelle Carter-Jenkins, Director, HR
Facilities Management Department

Janice Anderson, Executive Board

Richard Lee, Manager
Human Resources

Dwight Parham, Executive Board

Wade Cotton, Executive Board

Lorrie Alexander, Jr, Senior HR Rep
Staff and Labor Relations

Shawn Easterling

Jermall McRae

