

COLLECTIVE BARGAINING AGREEMENT

by and between

MARIST COLLEGE

and

**LOCAL 200UNITED
SEIU**

July 1, 2008 – June 30, 2011

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: AGREEMENT, made this First day of July, 2008, by and between MARIST COLLEGE, located at 3399 North Road, Poughkeepsie, New York, 12601 (hereinafter referred to as the "Employer" or "College") and LOCAL 200United, SERVICE EMPLOYEES' INTERNATIONAL UNION, CTW-CLC, located at 1153 West Fayette Street, P.O. Box 1540, Syracuse, New York, 13201 (hereinafter referred to as the "Union").

1.2 Purpose and Intent

1.2.1 The purpose of this Collective Bargaining Agreement is to promote and maintain good relations between the College, the Union, and the employees represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the College and Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as to adjust, misunderstandings or grievances relating to employment. Both the College and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of this Collective Bargaining Agreement. The Employer, the Union, and Union members agree to address each other respectfully and professionally. To achieve these goals the parties mutually agree to treat each other with dignity and respect.

1.3 Staffing Procedures

1.3.1 The Union and the Employer agree to the principle of a fair day's work for a fair day's pay.

1.4 Construction of Collective Bargaining Agreement

1.4.1 Reorganization of Document: The "reorganization" of the contents of this Collective Bargaining Agreement, including the titles and subtitles of articles and sections, in no way is meant to change the intentions and/or applications of the previous Collective Bargaining Agreement.

1.4.2 Use of Male Pronoun: The use of male pronouns in this Collective Bargaining Agreement shall not describe any specific employee or group of employees, but is intended to refer to all employees regardless of sex.

2 UNION RIGHTS

2.1 Union Recognition

2.1.1 Collective Bargaining Unit: The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining of all full-time and regular part-time housekeeping employees, maintenance employees, dietary employees, and groundskeeping employees employed by the Employer at its Poughkeepsie, New York facilities, as certified in NLRB certification No. 3-RC-6942. Excluded are full-time and part-time students enrolled in Marist College, office clerical employees, professional employees, technical employees, watchmen and guards and supervisors as defined in the Act, and all other employees. Also excluded are employees who are regularly employed less than sixteen hours per week.

2.2 Employment Status

2.2.1 Full-Time Employees: Regular full-time employees covered by this Collective Bargaining Agreement are those who normally work forty hours per week and whose employment is not temporary or probationary.

2.2.2 Part-Time Employees: Regular part-time employees covered by the terms of this Collective Bargaining Agreement are those who work less than forty hours and more than sixteen hours per week. Regular part-time employees are those who are employed sixty continuous days or more. The total amount of part-time employees hired after March 1, 1998 shall not exceed ten percent of the bargaining unit.

2.2.3 Temporary Employees: Temporary Employees shall be hired only to fill Union positions vacated for leaves of absence, personal leave, disability or illness, workers' compensation and vacations. The College shall notify the Marist College Chapter Chairperson of the name and date of hire of any employees hired pursuant to this section. Students enrolled at Marist College as part of the work-study program shall be excluded from the provisions above.

2.2.4 Other Employees: Part-time employees who work less than sixteen hours per week, student employees and all other categories of employment are not covered by this Collective Bargaining Agreement. Temporary employees who are hired specifically to fill Union positions vacated for reasons of disability or workers' compensation may work up to one-hundred-twenty work days and shall not be covered by this Collective Bargaining Agreement. Any extension of the one-hundred-twenty day period must be agreed to by both parties.

2.3 Union Membership

2.3.1 Union Shop: Subject to the limitations of any applicable Federal or State law, it shall be a condition of employment that all employees who are members of the Union in good standing on or before the date of execution of the Collective Bargaining Agreement shall remain members in good standing.

All new employees covered by this Collective Bargaining Agreement hired after the execution of this Collective Bargaining Agreement shall as a condition of employment, beginning on the 30th calendar day after being hired, become and remain members in good standing of the Union. This period shall include a minimum of nineteen days worked.

2.3.2 Non-Payment of Dues: It is understood that non-payment of dues and initiation fees shall be the only reason for the Union to request dismissal of any employee under this Article.

2.3.3 Indemnification Clause: It is specifically agreed that the Employer assumes no obligation arising out of the provisions of this Article. The Union hereby agrees it will indemnify and hold the Employer harmless from any claims, action or proceeding by an employee arising from the employee's failure to tender such dues and fees to the Union.

2.4 Union Dues

2.4.1 Dues Check-Off: The Employer agrees during the term of this Collective Bargaining Agreement to a "check-off" of the initiation fees, assessments, and monthly Union dues of each Union member in its employ for whom written authorization is received. The Employer shall remit to the Union a check in the amount of the deduction so made, once each month, together with a list of names, job classifications and department designations of the Employees from whose wages such deductions were made. Such deductions shall be made only from wages due the Employee on the first day of each month, provided that proper authorization has been filed with the Employer.

2.4.2 Termination of Dues Check-Off: The Employer shall be relieved from such "check-off" deductions upon: (a) termination of employment; or (b) transfer to job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed leave of absence; or (e) revocation of the check-off authorization, in accordance with its terms or with applicable law.

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

2.5 Union Business

2.5.1 Leave for Grievances and Arbitration: No more than three employees in the bargaining unit covered by this Collective Bargaining Agreement shall be compensated at their base rate for time lost during the work day in the processing of grievances at all steps. Witnesses may be scheduled for grievance and arbitration hearings without loss of pay or leave credits.

2.5.2 Requests for Leave (outside normal worksite): Union business conducted outside of an employee's normal worksite during work hours must have prior approval of the employee's immediate supervisor. Such prior approval shall not be unreasonably denied.

2.5.3 Release Time for Daily Union Business: The Union Chapter Chair may have one and one-quarter hours of release time each regular workday, without loss of pay or leave credits, to conduct Union business related to bargaining unit employees of Marist College, which includes the administration of the collective bargaining agreement and to responding to bargaining unit member medical insurance issues and pension issues. This release time will normally start at 1:30 p.m. and end at 2:45 p.m.

Bargaining unit members must receive prior approval from the appropriate immediate supervisor for release time to meet with the Union Chapter Chair between 1:30 p.m. and 2:45 p.m.

2.5.4 Union Office: The College shall provide space for use by the Union Chapter Chair to conduct Union business between the hours of 1:30 p.m. and 2:45 p.m. The room will be determined by the Director of Physical Plant. Any other use of campus facilities for Union activities is to be arranged through the Office of Human Resources.

2.5.5 Release for Union Orientation of New Employees: During the orientation of newly hired employees in the bargaining unit, the Union Chapter Chair, or designee, will be allowed release time, without loss of pay or leave credits, to privately meet with the employee(s) to discuss union membership and the collective bargaining agreement. Such release time may not exceed thirty minutes and will be scheduled in agreement with the appropriate immediate supervisor and the Office of Human Resources.

2.6 Union Visitation Rights

2.6.1 Union Visitation: A representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union, and/or employees in the bargaining unit for the purpose of administering this Collective Bargaining Agreement, subject to the conditions stated hereinbelow.

2.6.2 Notice of Visitation: When a Union representative wishes to visit the Employer's premises, he shall advise the Assistant Vice President for Human Resources of his presence and stated purpose. Visits by Union Representatives to delegates of the Union or bargaining unit employees shall be at such time and under such circumstances so as not to interfere excessively in any way with the work assignments of any employees.

2.7 Union Bulletin Boards

2.7.1 Location: The College will provide locked bulletin boards for the Union to post non-controversial material. Bulletin boards will be located in McCann, the administrative housekeeping office, residential halls housekeeping office, mechanical services dispatch area, dining services, and grounds office.

2.7.2 Content: The College reserves the right to request removal of posted notices which are not within the spirit of this article. Keys shall be given to Union officers.

2.8 C.O.P.E. Voluntary Payroll Deductions

2.8.1 Voluntary Authorization: Upon receipt of written authorization from an employee, the College shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose. A union member may withdraw their authorization at any time, provided the employee notifies the College in writing of this withdrawal, with a copy to the Union.

2.8.2 Indemnification Clause: The Union agrees to indemnify and hold the College harmless from and against any and all claims, demands, suits or other forms of liability, including reasonable attorney fees that may arise out of or by reason of any action taken by the College pursuant to the provisions of this article.

3 MANAGEMENT RIGHTS

3.1 Rights of Management

3.1.1 Policies and Procedures: Subject to the express terms and conditions of this Collective Bargaining Agreement, the Employer reserves all rights to implement, publish and enforce all rules, regulations, policies and procedures.

3.1.2 Management Rights Clause: The Union recognizes and acknowledges that the management of the College and the direction of the Employees including, but not limited to, the right to hire, promote, transfer, layoff, or otherwise effect the employment status of Employees; the right to assign and combine workloads, the right to determine assignment of work and work locations and otherwise utilize the workforce in the most efficient manner; the right to plan, direct and control operations, to introduce new or improved methods or facilities, regardless of whether or not the same causes a reduction in the workforce; to promulgate, amend and enforce such rules, regulations, policies and procedures as it deems necessary and proper for the successful operation of the College; and in all other respects to carry out the ordinary and proper functions of management, is vested solely and exclusively in the Employer, except as in this Collective Bargaining Agreement otherwise expressly provided.

By not exercising the rights hereby reserved to it and so acknowledged by the Union, or by exercising them in a specific way, the Employer shall not be deemed to have waived the rights so reserved to it and to its representatives, nor shall it be deemed to have waived its rights to exercise them in any other way not in conflict with the express terms and conditions of this Collective Bargaining Agreement.

3.2 Subcontracting

3.2.1 The Employer has in the past subcontracted certain work. The Employer retains the right to continue this subcontracting which it feels is necessary for its best operation. However, the Employer agrees that subcontracting of work in any department shall not cause loss of jobs or layoffs of employees in the bargaining unit.

4 EMPLOYEE RIGHTS

4.1 Non-Discrimination

4.1.1 Non-Discrimination Clause: The College and the Union agree that no employee shall be discriminated against with respect to any of the forms or conditions of his/her employment on account of race, creed, color, sex, marital status, religion, national origin, sexual preference, disability, participation in the Union, and age.

4.2 Seniority

4.2.1 Definition of Seniority: The College will recognize and practice the principle of seniority, which is based upon the employee's regularly scheduled hours of work. Employees will accrue two types of seniority: (1) classification; and, (2) bargaining unit.

An employee's "classification seniority" is the length of his/her continuous total employment in their current job classification.

An employee's "bargaining unit seniority" is defined as the length of his/her total continuous employment with the employer beginning with his/her original date of hire.

Each employee will have "classification" as well as "bargaining unit" seniority. An employee will exercise and exhaust "classification seniority" before utilizing "bargaining unit seniority".

4.2.2 Part-Time Employees: Part-time employees will accrue seniority on a pro-rata basis, based on the number of hours they are regularly scheduled to work from their original date of hire.

4.2.3 Role of Classification Seniority: Classification seniority will provide for the preference of award for posted vacancies and the selection of vacation time.

4.2.4 Role of Bargaining Unit Seniority: Bargaining Unit seniority will provide for an employee's retention rights for layoff and recall procedures.

4.2.5 Seniority Lists: The College shall be responsible for establishing and maintaining seniority lists in accordance with this Article for all employees and will furnish these lists to the Union each July and January. The lists shall be posted in each department.

The College shall remit to the Union's Albany office a monthly list of all new hires, departures, and their status as a part-time or full-time employee.

4.2.6 Loss of Seniority: Employees shall lose seniority and the status as an Employee for any of the following reasons: 1) they quit; 2) they are discharged and the discharge is not reversed through the grievance procedure; 3) they are absent for two consecutive working days without notifying the College, unless they have a reasonable excuse for not having done so; 4) they fail to report to work within five working days when recalled after a layoff without reasonable cause; 5) they fail to return when due from a leave of absence without reasonable cause; 6) they are laid off for a period exceeding eighteen months; or, 7) they accept promotion out of the bargaining unit for a period of sixty days or more.

4.3 Layoff and Recall Procedures

4.3.1 Layoff Procedure: For layoff purposes only, employees who have exhausted their classification seniority may utilize their bargaining unit seniority if qualified in the new classification.

When a layoff occurs, the order of layoff shall be temporary employees, probationary employees, part-time employees and then full-time employees. Once all temporary, probationary and part-time positions have been eliminated, the College will then select full-time employees for layoff by choosing the employee with the least classification seniority in the title to be vacated within his/her department. The College will continue this process for the next least senior employees until the layoff has been completed.

If a part-time employee's cumulative seniority is greater than that of a full-time employee, then he/she must be willing to accept a full-time position in order to avoid a layoff.

4.3.2 Bumping Rights During Layoff – Full-Time Employees: A full-time employee affected by a layoff may displace a junior full-time employee within his/her job classification.

A full-time employee, who has no further displacement rights, may displace another full-time employee in another job classification with less seniority provided he/she has the verifiable qualifications to perform the work required.

A full-time employee may also displace a part-time employee who has less classification or bargaining unit seniority, provided he/she is willing to accept the part-time work schedule.

In the event an employee bumps but cannot perform the job in a new classification, he/she shall be laid off, subject to recall in his/her classification.

4.3.3 Bumping Rights During Layoff – Part-Time Employees: Any part-time employee affected by a layoff may first displace a junior employee within his/her classification.

A part-time employee who has no further classification displacement rights may displace another part-time employee in another classification with less bargaining unit seniority provided he/she has the verifiable qualifications to perform the work.

In the event an employee bumps but cannot perform the job in a new classification, he/she shall be laid off, subject to recall in his/her classification.

4.3.4 Rates of Pay: If an employee works in a lower paying position, the employee shall receive the highest rate for the lower paying position. If an employee works in a higher paying position, the employee shall receive his/her current rate of pay. *This section is applicable to layoff situations only.*

4.3.5 Notice of Layoff: A permanent employee shall be entitled to two weeks notice or, at the discretion of the Employer, two weeks pay in lieu of notice at the time of permanent layoff.

4.3.6 Super-Seniority: Chief Shop Steward, Assistant Chief Steward, Union Officers and all Shop Stewards who have a minimum of three years of service at the College shall have super-seniority for the purpose of layoff.

4.3.7 Recall Rights: In the event of a recall, the laid off employees shall be given notice of recall by telegram, registered mail, or certified mail sent to the address last given by the employee. Within three working days after the tender of delivery at such address of the employer's notice, the employee must notify the employer by telegram, registered or certified mail or in person of his/her intent to return to work. Said employee must actually report to work within five working days unless such circumstances warrant a longer period.

4.3.8 Others Performing Unit Work Following Layoff: No non-bargaining unit employee as defined by 2.2.4, above, shall be assigned bargaining unit work on a regular basis while an employee covered by this Collective Bargaining Agreement is in recall status after having been laid off.

4.4 Job Descriptions and Classification

4.4.1 Job Descriptions: Job descriptions will be provided by the College to each individual employee and to the Union. Employees shall have the right to suggest recommendations for changes through the Labor/Management Committee.

4.4.2 General Liability Insurance: To the extent permitted by applicable regulations, the College liability insurance protection is extended to all members of the Union while they are acting within the scope of their official College responsibilities.

4.5 Personnel Files

4.5.1 Purging of Files: An employee's file may be purged of reprimands, warnings, or poor evaluations after fifteen months of continuous employment during which time no such reprimands, warnings or poor evaluations were issued.

5 VACANCIES AND PROMOTIONS

5.1 Filling of Vacancies

5.1.1 Posting of Vacancies: The College will post available vacancies within twenty-one days of the incumbent's resignation, termination or retirement date. Vacancies will be posted on all department bulletin boards.

The College will advertise on a bulletin board all vacancies and newly created bargaining unit positions for a period of seven days. Employees must submit a written application for posted positions prior to the posted deadline.

The job posting will include the date the notice was posted, the date and hour of the closing of the posting and department, job title of the vacancy, hourly rate of pay, shift hours and qualifications. The Chief Shop Steward shall receive a copy of the posting.

5.1.2 Selection of Applicants: Applications for posted positions will not be considered, unless the employee possesses nine months of service and a satisfactory attendance record. Employees who are beyond step two of the constructive disciplinary process may not apply for positions outside their job classification unless three months have passed since their most recent discipline.

Each employee shall be allowed two successful promotion bids and two lateral bids in any one calendar year. A lateral transfer is defined as a change in shift or department within the same job classification.

When one or more employees holding the classification of the posted job apply, the positions will be awarded to the employee with the greatest classification seniority.

In the event that there are no bid applications within the job classification, the College will give an opportunity for the job to any other employees outside the job classification who has filed an application within the seven-day bidding period. The job will then be offered to the best qualified applicant as determined by verifiable experience, training, skill, and ability. In the event that two or more equally qualified candidates apply for the job, the employee with the greatest bargaining unit seniority shall be awarded the job. In the event that no applicant meets the minimum requirements of the job, the College may hire from the outside.

A successful bidder will be placed in their position no later than thirty days from the date of notification of their award unless a different time period is otherwise agreed to by the Union.

5.1.3 Notification of Selection: The College shall notify the Chief Shop Steward of the name of the successful bidder within ten days of the closing of the advertised position for all *lateral transfers* within the same job classification.

The College shall notify the Chief Shop Steward of the selection of the successful bidder within thirty days of the closing of the advertised position for all *promotional bids* within the same job classification and other job classifications.

Notification under this section shall be given in writing unless the Chief Shop Steward has access to e-mail.

5.2 Probationary Period – New Hires

5.2.1 Duration of Probationary Period: All new full-time employees engaged by the College in job classifications covered by this Collective Bargaining Agreement shall be on probation until the employee has completed four months of employment. Part-time employees shall be on probation until the completion of six months of employment. The probationary period may be extended upon mutual agreement between the College and the Union. Probationary Employees may be disciplined or terminated from employment at will during the probationary period. The discipline, including termination of employment, of a probationary employee shall not be subject to the Grievance Procedure or Disciplinary Procedure of this Collective Bargaining Agreement.

5.2.2 Leaves of Absence: The probationary period excludes time lost for sickness or any other absence.

5.2.3 Seniority: For the purpose of seniority as provided in this Collective Bargaining Agreement, once an employee completes his probationary period and is employed as a regular employee, his seniority shall date from his most recent date of employment. (Note: see 4.2, above).

For the purposes of seniority within a Department as defined by this Collective Bargaining Agreement, once an employee completes his/her probationary (training) period (as defined by 5.3, below) in a new or upgraded position, his/her seniority shall accrue from the original date of hire.

5.2.4 Benefit Eligible Date: Holidays observed by the College will be granted with pay during the probationary period. All other benefits will begin with the achievement of permanent status. Seniority, sick and personal days, and vacation days will be credited back to the date of hire.

5.2.5 Copy of Job Descriptions: The College shall notify the Union in writing of all new employees. The College shall give a new employee a copy of his job description.

5.3 Probationary Period – Promotions and Transfers

5.3.1 Probationary Period: Employees placed in a promotional position or transferred to a new, non-promotional, job shall be on probation for sixty days, during which the employee may elect to return to his/her former position or may be returned to his/her former position at the discretion of the employer.

5.4 Work Locations

5.4.1 Assignment of Work Location: Assignment of job location within any job classification shall be at the discretion of management.

5.5 Job Promotions Review Committee

5.5.1 Statement of Purpose: The goal of this committee is to reduce employee grievances pertaining to the award of promotional opportunities and upgrades.

5.5.2 Members of Committee: The committee shall be comprised of two male and two female College employees – neither Union, Local 200United, or management - jointly agreed to by the Union and College. Upon request by the Union, the committee shall meet to review applications for promotions and upgrades and ensure that internally qualified candidates are afforded an interview for the position. One member of the Union and one member of management can attend the committee meeting.

6 HOURS OF WORK

6.1 Workweek - Workday

6.1.1 No Guarantee / No Limitation Statement: Nothing in this Collective Bargaining Agreement shall be construed as a guarantee or limitation of hours to be worked per day, per week or for any other period.

6.1.2 Normal Workweek: The normal work week consists of forty hours of work in a consecutive seven day period. While the work day normally consists of eight consecutive hours, deviations from this schedule will be made only for compelling reasons and shall be subject to "effects" bargaining. Shift start times shall be between 5:30am and 7:30am for the first shift, between 2:30pm and 4:30pm for second shift, and 10:00pm or later for third shift.

6.1.3 Distribution of Overtime: Except in cases of emergency, overtime will be distributed on a rotating non-discriminatory basis in accordance with seniority within each department. (Note: see 6.2.4, below).

6.1.4 Lunch Period – Full-Time Employees: There will be one forty-five minute per day unpaid lunch period.

6.1.5 Lunch Period – Part-Time Employees: Part-time employees covered by the terms of this Collective Bargaining Agreement are given one-half hour meal period unpaid, if their work schedule is more than five consecutive hours.

6.1.6 Rest Periods - Full-Time Employees: Full-time employees covered by the terms of this Collective Bargaining Agreement shall be entitled to two fifteen minute rest periods per day assigned by the Employer and subject to the convenience of the supervisor for the area.

6.1.7 Rest Periods - Part-Time Employees: Part-time employees covered by the terms of this Collective Bargaining Agreement shall be entitled to one fifteen minute rest period for each four consecutive hours of work.

6.1.8 Clean-Up Time: In addition to rest periods, clean-up time shall be allowed at the end of each shift for grounds, mechanics, painters, housekeeping and dining service staff. Clean-up time shall be limited to ten minutes for personal clean-up. Clean-up time shall begin for groundskeepers, mechanics and painters from the time they reach the shop and for dining service staff and housekeepers, beginning after they put their equipment away. The garage mechanic shall be allowed fifteen minutes of clean-up time. All equipment clean-up shall be done on regular work time as directed by the supervisor.

6.1.9 Recording of Hours Worked: The Employer agrees to discuss any proposed time keeping changes with the Union.

6.2 Overtime

6.2.1 Regular Overtime Rate of Pay: Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight hours in any one work day or in excess of forty hours in any one week, but an employee shall not be entitled to both weekly and daily overtime pay. Employees who agree to work overtime and do not report at the agreed to time will be subject to disciplinary action.

6.2.2 Emergency Overtime Rate of Pay: Double-time shall be paid to those employees who are called in to work on an emergency basis. The double-time rate begins when the employee reports for work and ceases when the employee signs out, minus appropriate meal breaks which are unpaid. Travel pay of thirty minutes will be granted the employee at "straight time" when he/she is called from home. "Emergency" shall be defined as "an act or occurrence requiring urgent assistance or relief which could not have been predicted under usual circumstances". An emergency does not include a non-mandatory request to report to work. An employee called from home on an emergency basis shall receive a minimum of two hours pay at the double-time rate.

Overtime for emergency work which commences during the regularly scheduled work day and progresses beyond the regularly scheduled work day, shall be compensated at the time-and-one-half rate for those hours worked beyond the regularly scheduled day.

6.2.3 Paid Leave in the Computation of Overtime: For the purposes of computing overtime, paid holidays, paid vacation leave, paid personal leave, paid "longevity recognition days" and paid leave in accordance with 6.3.3, below, shall be deemed time worked. After sick leave is taken during the same pay period as overtime, on five separate occurrences within a fiscal year (July 1 through June 30), without a doctor's note, the sick time will not be deemed time worked for the purpose of calculating overtime. This only applies to employees with less than forty hours of sick time accrued at the time of each occurrence. An occurrence as it applies to this article is defined as a period of absence due to sickness without a doctor's note of one or more consecutive days in the same week as overtime hours. All other unpaid absences (e.g. "A" days) shall not be considered time worked in computing overtime.

6.2.4 Distribution of Overtime – Full-Time Employees: The department shop stewards shall work with the supervisors to ensure that the overtime rotation list by department is utilized when overtime is available. All overtime must be authorized by the supervisor who will give reasonable notice, when possible, to the shop steward.

Overtime shall be distributed on a rotating basis by utilizing the overtime seniority roster for full-time employees within their job classification. The overtime roster shall be posted on the locked departmental bulletin boards. In emergency situations, as deemed by the supervisor, any employees engaged in work related to the emergency shall be entitled to the overtime. Employees who perform emergency overtime work shall be noted on the overtime roster as having worked on that date.

6.2.5 Distribution of Overtime – Part-Time and Temporary Employees: Part-time employees shall not be entitled to overtime unless agreed to by the College and the Union. "Extra-time" for a part-time employee is defined as any time in excess of regularly scheduled hours, but, less than forty hours per week. "Extra-time" will only be issued within the employee's department. For the purpose of this section, housekeeping employees shall be deemed to work in all three housekeeping departments. Temporary employees will be offered "extra-time" only after part-time employees are offered the work opportunity.

6.2.6 Snow Shoveling: A list of employees, who are willing and able to assist with shoveling on campus outside of their usual required area, will be generated in October of each year. This list will go to both the housekeeping supervisor and the grounds supervisor. The list will include regularly scheduled hours and a phone number to reach the employees. These people will be called upon to shovel at any time of any day. Those who are called in to work outside of their shift will be paid double time until the start of their usual shift.

Any employee who works beyond their usual shift will be paid time and one-half. Any employee who shovels outside of their usual area during their regularly scheduled hours will be paid an additional \$0.50 per hour. "Usual area" is defined as up to eight feet outside of the doorway of any college building normally cleaned by housekeepers. The College reserves the right to reject any employee who signs up for the shoveling detail based on past performance, including response to call-in requests and will notify the Chief Steward when such a determination is made.

All employees who sign up for the shoveling list will be supplied with pants, boots, gloves, and a jacket every other year.

6.2.7 Off-Hour Training: An employee who is required to report to work for training outside the employee's regular schedule ("off hours") will receive a minimum of two hours pay at the overtime rate.

6.3 Emergency Closings

6.3.1 Closing Procedures: There may be times when inclement weather, power failure, or another similar emergency requires Administrative Offices to open late, close early, or close for an entire workday. In such an event, the College may authorize the closing of Administrative Offices and excuse certain employees from work.

6.3.2 Inclement Weather: Bargaining unit employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the College. When Administrative Offices *have not officially closed*, a bargaining unit employee who does not report to work or requests to arrive at work late or leave work early must notify the College (e.g. appropriate supervisor, Department Head, Security). Paid vacation or personal leave must be taken, if available, or the time off is without pay. Situations that arise where a "State of Emergency" is declared by the government and travel on roads is prohibited will be dealt with on a case-by-case basis.

6.3.3 Closing Affect on Compensation – Those Not Required to Work: Pay for those bargaining unit employees who are not required to work will be in accordance with the provisions below:

- **During Regular Business Day** – An employee who is directed by the College to leave work due to an emergency closing will be paid at the employee's regular rate of pay for the remainder of the employee's normal workday. Please note that the employee must be directed to leave work by the appropriate supervisor to be eligible for "straight time" for the balance of the day. *Similarly, if the employee requests to go home and the supervisor approves, then the employee will receive "straight time" for the balance of the day.* Employees who decide on their own to leave work will have the balance of the shift charged to their accrued vacation leave or personal leave, if available, or the time off is without pay.

- **Delayed Opening or Entire Business Day** – An employee who is directed by the College to report to work after the start of the normal business day or not to report to work for the entire business day due to an emergency closing will be paid at the employee’s regular rate of pay for that period of time. *Similarly, if the employee gives proper notice that the employee will not be reporting to work, then the employee will receive “straight time” for that time period.*

6.3.4 Closing Affect on Compensation – Those Required to Work: In the event a group or sub-group of *regular full-time hourly* service, clerical support, or security employees of the College are not required to work in accordance with 6.3.3, above, pay for bargaining unit employees who are required to work will be in accordance with the provisions below. *Further, should the College cancel Graduate and Continuing Education classes on the main campus on a Saturday or Sunday or cancel a major College event(s) on a Saturday or Sunday on campus, the provisions of this section apply.*

- **During Regular Business Day** – An employee who is assigned to the **first shift** will be paid at one and one-half times the employee’s regular rate of pay for the remainder of the employee’s normal workday. For example, if a sub-group of regular full-time hourly clerical support employees are not required to work due to an emergency closing of Administrative Offices at 1:00 p.m., then all first-shift bargaining unit employees who are required to work will receive the additional “half-time” rate from 1:00 until the scheduled end of the first shift.

An employee who is assigned to the “following” **second shift** will be paid at one and one-half times the employee’s regular rate of pay for the entire shift. For example, if a sub-group of regular full-time hourly clerical support employees are not required to work due to an emergency closing of Administrative Offices at 1:00 p.m., then all second-shift bargaining unit employees who are required to work will receive the additional “half-time” rate from the scheduled start of the second shift to the scheduled end of the second shift.

An employee who is assigned to the “preceding” and “following” **third shift** will receive the employee’s regular rate of pay.

- **Delayed Opening before Regular Business Day** – An employee who is assigned to the **first shift** will be paid at one and one-half times the employee’s regular rate of pay from the scheduled start of the first shift until the required start time for those regular full-time hourly employees who were not required to report to work. For example, if a sub-group of regular full-time hourly clerical support employees are directed to not to report to work until 9:00 a.m. due to an emergency closing of Administrative Offices, then all first-shift bargaining unit employees who are required to work will receive the additional “half-time” rate from the scheduled start of the first shift until 9:00.

An employee who is assigned to the “following” **second shift** will receive the employee’s regular rate of pay.

An employee who is assigned to the “preceding” **third shift** will be paid at one and one-half times the employee’s regular rate of pay for the entire shift. For example, if a sub-group of regular full-time hourly clerical support employees are directed to not to report to work until 9:00 a.m. due to an emergency closing of Administrative Offices, then all third-shift bargaining unit employees who are required to work will receive the additional “half-time” rate from the scheduled start of the preceding third shift to the scheduled end of the preceding third shift.

- **Closed for Entire Business Day** – An employee who is assigned to the **first shift** will be paid at two times the employee's regular rate of pay for the entire shift. Such employees may be dismissed from work at the discretion of the appropriate supervisor. Employees who are dismissed from work will be paid "straight time" for the remainder of the scheduled first shift. Employees who decide on their own to leave work will have the balance of the shift charged to their accrued vacation leave or personal leave, if available, or the time off is without pay.

An employee who is assigned to the "following" **second shift** will be paid at two times the employee's regular rate of pay for the entire shift. Such employees may be dismissed from work at the discretion of the appropriate supervisor. Employees who are dismissed from work will be paid "straight time" for the remainder of the scheduled second shift. Employees who decide on their own to leave work will have the balance of the shift charged to their accrued vacation leave or personal leave, if available, or the time off is without pay.

An employee who is assigned to the "preceding" **third shift** will be paid at two times the employee's regular rate of pay for the entire shift. Such employees may be dismissed from work at the discretion of the appropriate supervisor. Employees who are dismissed from work will be paid "straight time" for the remainder of the scheduled third shift. Employees who decide on their own to leave work will have the balance of the shift charged to their accrued vacation leave or personal leave, if available, or the time off is without pay.

- **Delay in Reporting to Work** – In the event an employee is required to work and cannot report to work due to travel conditions, the employee must notify Security within one hour of the start time and will receive "straight time" until the employee actually arrives to work.

6.3.5 Compensation for Employees on Scheduled Leave: An employee who is on vacation leave, sick leave, personal leave, Longevity Recognition Leave, bereavement leave, or jury duty leave during an emergency closing will be charged such leave as scheduled.

6.4 Summer Schedule

6.4.1 Notification of Schedule: The College shall notify the Union of the summer hour schedule prior to graduation. Employees required to change shifts shall be notified at least ten calendar days prior and such shift change shall be done in inverse order of seniority. The Employer shall give the employee at least ten calendar days notice of any changes of days off.

6.5 Nine-Month Dining Service Employment

6.5.1 All Dining Service positions shall be for nine months, September 1st to May 31st. The College shall be committed to providing bargaining unit work to all nine-month employees, during the above stated period.

6.5.2 Fringe benefits shall accrue during the nine month period of employment.

6.5.3 The College shall, during the month of May, remit appropriate dues for the months of June, July, and August.

6.5.4 Marist College shall remit payment to the Health Benefit Fund for the months of June, July, and August at the number of hours regularly worked by the effected employee, up to a maximum of forty hours per week.

6.5.5 Seniority shall be based on original date of hire.

6.5.6 All employees referred to herein shall, at the College's sole discretion, be eligible for employment during June, July, and August in classifications where they have the skill and ability to perform the work. When skill and ability are equal, seniority shall prevail. Any time worked under this arrangement shall result in the accrual of benefits as described by the Collective Bargaining Agreement.

6.5.7 All bargaining unit members of the Dining Service Staff who are employed prior to 7/1/90, shall be exempt from this agreement. These staff shall be guaranteed employment for twelve months. If they so elect, they may work the nine month schedule as described above. The election to work the nine month schedule shall be permanent.

6.5.8 Any bargaining unit work, required by the dining service shall be performed by twelve-month bargaining unit employees, especially during the period between June 1st and August 31st.

6.5.9 (a) Nine month dining service employees who elect to work in the housekeeping department for the summer months (June, July and August) and Christmas vacation will be afforded seniority within the housekeeping classification on a pro-rated basis based on the amount of time actually worked as a housekeeper during the summer and winter (Christmas vacation) months.

(b) This pro-rated seniority within the housekeeping classification will be applied to job posting and bidding for a full-time housekeeping position as long as the employee meets the minimum experience required to qualify for the open housekeeping position.

(c) The pro-rated seniority will also be applied to seniority within the housekeeping classification once an employee transfers into a full-time, regular housekeeping position for which they are qualified.

(d) Any other dining service employees who transfers into any other job classification will be afforded job posting and bidding and classification seniority on a pro-rated basis for verifiable amounts of time worked within that classification during the summer and winter months (Christmas vacation).

(e) Nine month dining service employees shall receive seniority credit for all time worked after March 1, 1993.

7 PAID LEAVE

7.1 Vacation

7.1.1 Allowance – Full-Time Employees: Regular full-time employees shall be entitled to accrued vacations each year with pay as follows:

From zero years to the completion of three years of service, vacation will be accrued at the rate of two weeks per year.

At the completion of three years of service, but less than seven, vacation will be accrued at the rate of three weeks per year.

At the completion of seven years of service, vacation will be accrued at the rate of four weeks per year.

7.1.2 Allowance – Part-Time Employees: Part-time employees covered by the terms of this Collective Bargaining Agreement shall be entitled to accrued vacations each year at the average base rate of weekly pay for the year excluding overtime and other payments.

7.1.3 Monthly Accrual of Vacation Credits: Vacation time shall be accrued on the basis of one-twelfth of the stated amount for each completed month of work.

7.1.4 New Employees: New Employees will accrue vacation days at the agreed rate. However, such vacation leave cannot be taken during the first six months of service. Should such Employees terminate employment during these first six months, they will not receive payment for any vacation accruals.

7.1.5 “Carry-Over” of Unused Vacation: Employees may carry over up to twenty vacation days from one personnel year to the next. All accrued vacation time in excess of twenty days shall be lost without monetary compensation. The personnel year extends from July 1 – June 30.

7.1.6 “Special Payout” of Unused Vacation: An employee may elect to receive **one** cash payment for up to forty hours of accumulated vacation leave credits during each fiscal year (July 1 through June 30). Such requests must be made in writing to the Office of Human Resources at least two weeks in advance of the payroll date. The College will continue to consider requests for special payouts of unused/earned vacation based upon emergency needs.

7.1.7 Scheduling of Vacation: By February 15th, all vacation requests for the following year must be made to the appropriate supervisor. Management will approve or deny the request within ten calendar days of receipt. Any management denial shall be reasonable in nature and discussed with the employee. Employees who do not request vacation by February 15th shall have vacation preference on a "first-come, first-serve basis." Management shall schedule vacation based upon an employee's desire and legitimate operational concerns. Employees may use up to twenty days in any vacation request. Choice of vacation shall be according to seniority within the department. No vacation will be scheduled during the Christmas recess or two weeks prior to school reopening, unless agreed to by the College.

7.1.8 Separation from Employment: Upon termination, an employee shall be paid the accrued vacation pursuant to the accrual formula outlined hereinabove.

7.2 Holidays

7.2.1 List of Holidays: Each full-time regular employee shall be entitled to the paid holidays listed below, subject to the provisions of this Article:

- | | |
|----------------------------------|---|
| 1) New Years Day | 9) Election Day in a Presidential Election Year |
| 2) President's Day | 10) Thanksgiving Day |
| 3) Martin Luther King's Birthday | 11) Day After Thanksgiving |
| 4) Good Friday | 12) Christmas Eve |
| 5) Memorial Day | 13) Christmas Day |
| 6) Independence Day | 14) New Years Eve |
| 7) Labor Day | 15) Employee's Birthday (see 7.2.3) |
| 8) Columbus Day | |

7.2.2 Observation of Holidays Occurring on Weekends: Any holiday listed previously which falls on a Sunday shall be celebrated on the following Monday, and any holiday listed previously which falls on a Saturday shall be celebrated the previous Friday.

7.2.3 Changes in Day of Observation: If the College is in session on any of the above holidays, either campus-wide or in part, the holiday may be postponed depending on the Academic calendar to provide a long weekend at a future date.

If the College is in session (open to students) on Martin Luther King Day and Election Day in a presidential election year, the College may, at its discretion and based upon operational needs, offer covered employees the option of taking the actual holiday off or using the holiday as a floater to be taken on or before a date specified by the College. Use of either option must be scheduled and approved in advance of the date that the employee wishes to take off.

Floating holidays are determined and scheduled by the Chief Financial Officer. Based on College operational needs other floating holidays may be determined by the business office. Any additional "floating holidays" determined by the CFO will be discussed with the Union at labor management meetings. Employees required to work on any holiday other than a floating holiday as scheduled by CFO will be paid in accordance with 7.2.6, below.

Employee's Birthday - At the employee's discretion, he or she may attach the Birthday Holiday to a duly approved vacation period or may use it as a floating holiday within thirty days of the employee's birthday. Notification of such deferral must be made to the immediate supervisor fifteen calendar days prior to the employee's birthday.

Deferred Holidays - Employees will have the option to schedule deferred holidays at his/her discretion during the week to which the holiday is deferred.

Easter - Employees scheduled to work on Easter Sunday shall be allowed to take Easter Sunday off with one week's prior notice to his/her supervisor. The day substituted to work must be worked during the same pay period as Easter Sunday.

7.2.4 Holiday Pay Eligibility: To be eligible for holiday pay, an employee must be working according to his regular work schedule and not be on a leave of absence or on strike. An employee who has less than eighty hours of accrued sick leave credits who uses in excess of two hours or more of sick leave on his/her last scheduled work day before, or uses in excess of two hours or more of sick leave on his/her first scheduled work day after, a holiday will not be eligible for the holiday pay unless the sick time is certified by a doctor's note.

7.2.5 Part-time Employees: Part-time employees covered by the terms of this Collective Bargaining Agreement shall be entitled to paid holidays at their average daily rate of pay for the previous thirty days, provided the holiday falls on a day the employee is normally scheduled to work.

7.2.6 Holiday Pay (Assigned to Work): An employee shall be required to work on a designated holiday as scheduled by the Employer. When an employee is so scheduled to work on a holiday, he/she will have, at their discretion, the following options: a) receive holiday pay plus overtime; or, b) receive time and one-half plus a day off to be scheduled at a mutually agreeable time between employee and supervisor within thirty days of the designated holiday.

7.2.7 Holiday During Vacation: If a legal holiday falls during an employee's normally scheduled vacation period, the employee shall receive an additional day off with regular pay, or pay in lieu of a day off, at the discretion of management.

7.2.8 Holiday During Sick Leave: If a holiday falls within the first thirty days of illness, the employee will be granted a day off at a later date (not applicable to employees disabled on Workers' Compensation). If the holiday occurs after thirty days of illness, the holiday will not be granted.

7.3 Sick Leave

7.3.1 Allowance – Full-Time Employees: After thirty days of employment, a regular full-time employee shall be entitled to paid sick leave earned at the rate of 1.66 days for each two months worked to a maximum of ten days per year.

7.3.2 Allowance – Part-Time Employees: Part-time Employees shall be entitled to paid sick leave on a pro-rated basis.

7.3.3 New Employees: During the probationary period, an employee shall not be entitled to paid sick leave. However, once an employee obtains permanent status, this time shall be counted towards entitlement.

7.3.4 Sick Leave Pay: Pay for any day of sick leave shall be at the Employee's regular rate of pay.

7.3.5 Accumulation: Unused sick leave may be accumulated from year to year to a maximum of sixty working days. Any sick leave accumulated beyond fifteen working days will be paid to the employee, upon request, in the first pay period of every quarter (January, April, July, October). Requests must be made in writing to the Office of Human Resources at least two weeks in advance of the payroll date. Emergency circumstances will be considered when requests for pay-out are made at a time other than provided for in this article. Payout amounts will be included in the employee's regular pay check.

7.3.6 Notification of Sick Leave: An employee who is absent due to illness or injury must notify the College one hour prior to the start of his/her scheduled shift on each day of absence for which sick leave is claimed. Paid sick leave shall not be unreasonably withheld if an employee is unable to call for a bona fide emergency reason. Any employee failing to call in one hour prior to the start of his/her scheduled shift may be subject to the progressive discipline policy.

7.3.7 No Call: Unless there are extenuating circumstances, an employee who is absent for two consecutive work days without notifying the Employer of the reasons for his absence will be deemed to have resigned his employment and will be terminated by the Employer without further notice.

7.3.8 Medical Verification: The College may request from an Employee a doctor's statement for any absence attributed to an illness or accident extending beyond three working days. Failure to provide such medical statement will relieve the College of any obligation to pay for such absences or permit the College to deny an employee's return to work. The College may request a doctor's certification for absences which occur after an employee has been counseled about a problem arising out of the use of sick leave.

Unpaid sick leave is not authorized and may constitute grounds for disciplinary action depending upon the circumstances and/or number of occurrences. A doctor's note will be required before an individual on unpaid sick leave is permitted to return to work.

7.3.9 Separation from Employment: If an employee resigns or is dismissed or is laid off and has exhausted his/her eligible sick leave, the sick leave paid in advance to the employee shall be deducted from any monies due him/her by the Employer at the time of said resignation, layoff or dismissal.

7.4 Personal Leave

7.4.1 Allowance: Regular full-time employees shall be entitled to five personal days each year (July 1 – June 30) with pay.

7.4.2 Quarterly Accrual of Personal Leave: Personal days shall be accrued on the basis of one-and-one-fourth days for each three months of work and shall not be taken without the permission of the College.

7.4.3 New Employees: New Employees will accrue personal days at the agreed rate. However, such personal leave cannot be taken during the first six months of service. Should such employees terminate employment during these first six (6) months, they will not receive payment for any personal accruals.

7.4.4 Accumulation: Personal days not taken may be converted to sick days each contract year on June 30th based on the following formula:

If an employee has accrued less than two days of personal days during the personnel year, the days will be carried over into the subsequent year as personal days.

If an Employee has accrued more than two days of personal days during the personnel year, the number of days exceeding two will be converted into sick days.

7.4.5 Scheduling of Personal Leave: Personal days must be requested three days in advance and will be granted subject to the needs of the Employer. Personal days shall be taken one at a time and shall not be attached to holidays, sick leave, or vacation days. Personal days shall be taken in blocks of no less than one-half day, unless there is a clearly documented reason. Approval is at the discretion of the supervisor or College.

Employees shall be able to use two of their accrued personal days on an emergency basis with less than the required three days notice. The emergency basis must be made known to the supervisor prior to the use of such leave. The College shall not unreasonably withhold permission for emergency personal leave.

7.4.6 Separation from Employment: Upon termination, an employee shall be paid the accrued personal time, accrued by the formula.

7.5 Longevity Recognition Days

7.5.1 Allowance: A regular full-time employee who will complete ten years of continuous service during a given fiscal year (July 1 through June 30), will receive one "longevity recognition day" (LRD) to be taken during that fiscal year.

A regular full-time employee who will complete fifteen years of continuous service during a given fiscal year (July 1 through June 30), will receive two "longevity recognition days" (LRD) to be taken during that fiscal year.

A regular full-time employee who will complete twenty years of continuous service during a given fiscal year (July 1 through June 30), will receive three "longevity recognition days" (LRD) to be taken during that fiscal year.

A regular full-time employee who will complete twenty-five years of continuous service during a given fiscal year (July 1 through June 30), will receive four "longevity recognition days" (LRD) to be taken during that fiscal year.

A regular full-time employee who will complete thirty years of continuous service during a given fiscal year (July 1 through June 30), will receive five "longevity recognition days" (LRD) to be taken during that fiscal year.

7.5.2 Accumulation: Any unused Longevity Recognition Days remaining at the end of the fiscal year (June 30th) will be cancelled.

7.5.3 Scheduling: An employee must receive prior approval from the appropriate supervisor to use a Longevity Recognition Day, which will be granted subject to the needs of the College. The request must be submitted, in writing, at least three days in advance. The supervisor will have discretion in the approval of Longevity Recognition Days, which will not be unreasonably denied. Longevity Recognition Days may not be used in increments of less than one full work day.

7.5.4 Separation from Employment: An employee who resigns, retires, or is laid off will receive payment for unused Longevity Recognition Days to which the employee is properly entitled at the employee's then current rate of pay.

7.6 Jury Duty

7.6.1 Leave of Absence: Employees called to serve the courts as jurors will be given time off for that day and will receive the difference between their regular compensation and that which is received from the courts. The Business Office should be contacted for salary adjustments. (The easiest way to arrange this is to accept your regular pay from the College and sign your jury checks over to Marist College.)

7.6.2 Verification of Jury Duty: A certificate of attendance and the amount received, obtainable from the clerk of the courts, should be forwarded to the Business Office upon return to work.

7.6.3 Part-Time Employees: In case of part-time employees covered by this Collective Bargaining Agreement, the average daily rate of pay will be determined in a similar manner as that for paid holidays.

7.7 Bereavement Leave

7.7.1 Immediate Family: In the event of the death of a child, current spouse, domestic partner, parent, legal guardian, sister, brother or current in-law (parent, sister and brother), five consecutive work days leave with pay shall be granted by the Employer. Such leave shall commence within two days of death of the above listed relative.

7.7.2 Extended Family: Three consecutive work days of leave with pay shall be granted in the event of the death of a grandparent, grandchild, step-mother, step-father, step-brother or step-sister. Such leave shall commence within two days of death of the above listed relatives.

7.7.3 Funeral Leave: One day of leave with pay shall be granted in the event of death of an aunt, uncle, first cousin, niece, nephew or ex-spouse. Such leave shall commence within two days of death of above listed relatives.

7.7.4 Additional Bereavement Leave: Additional time off, if requested and granted, will be charged against vacation time or taken as leave without pay.

Upon the written request of the employee and with the approval of the Director of Physical Plant, Senior Associate Athletic Director, or Director of Food Services (as applicable) the commencement of Bereavement Leave may, with good reason, be adjusted beyond the two-day period described above.

8 UNPAID LEAVE

8.1 Leaves of Absence Without Pay

8.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Services, as appropriate. Subject to the approval of the Assistant Vice President for Human Resources, unpaid leaves of absence may be available to an employee for personal illness or injury beyond the twelve weeks provided by the Family Medical Leave Act and for extended union business.

8.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Services, as the case may be, as soon as reasonably possible prior to planned commencement of the requested leave. Upon return, the employee will be reinstated to the employee's previous position.

8.1.3 Extended Disability Leave: An employee who is on an approved leave of absence due to an on-the-job (Workers' Compensation) or off-the-job (NYS Disability) illness or injury and has exhausted all sick leave credits, will be eligible for an unpaid leave of absence for up to fifty-two weeks in a rolling eighteen month period. Upon return, the employee will be reinstated to the employee's previous position.

8.1.4 Extended Union Business Leave: At any given time, up to two employees will be eligible for an unpaid leave of absence for up to twenty-six weeks to serve as an employee of SEIU Local 200United. Upon return, the employee will be reinstated to the employee's previous position.

8.1.5 Failure to Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization from the Assistant Vice President for Human Resources, except under extenuating circumstances, shall be conclusively presumed to have voluntarily resigned from employment.

9 DISABLED EMPLOYEES

9.1 Workers' Compensation Insurance

9.1.1 Coverage: Employees shall be covered by Workers' Compensation pursuant to New York State law.

9.1.2 Reporting of Injury: Employees shall immediately notify their supervisor upon injury/illness or upon the reopening of an old workers' compensation claim or expected absence from such claim.

9.1.3 Physician's Statement: Employees who are out on Workers' Compensation leave will submit a physician's statement to the Employer within ten days of the date of their injury, and if requested by the College, additional physician's statements will be submitted after each subsequent thirty day period of their leave.

9.2 Off-the-Job Disability Insurance

9.2.1 Short-Term Coverage: Short-term disability insurance, pursuant to New York State law, is provided and administered by the 199 Fund. Premiums for this coverage are paid jointly by the College and the employees. W-2 Tax Forms relating to payments under this plan will be provided by the 1199 Fund.

9.2.2 Physician's Statement: Pursuant to applicable State and Federal legislation, employees are covered by disability benefits after they have been absent for seven consecutive days and have provided a statement from a physician verifying their disability. Failure of an employee to provide the necessary documentation in a timely manner to provide for disability benefit coverage shall cause the employee to waive his/her right to paid sick leave during said period after eligibility and prior to actual enrollment.

9.2.3 Use of Leave Credits: After an Employee starts to receive disability benefits, the amount of paid sick leave, paid personal leave, paid Longevity Recognition Days, or paid vacation leave for any day thereafter and while disability benefits are received, shall be up to, but not more than, that amount needed to provide for a full-day's pay when combined with disability insurance benefits. Payment of paid leave for each such day in conjunction with disability benefits shall be deemed use of an accumulated day.

9.2.4 Long-Term Coverage: Long-term disability coverage is provided by the College to eligible members of Local 200U, at no cost, after completing thirty-six months of service, in accordance with plan rules.

9.3 Transitional Duty Program

9.3.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the College and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the College will assign such employee to return to work in a Transitional Duty assignment.

9.3.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held at the time the injury occurred. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. Documentation of all work restrictions or other limitations must be provided on a uniform form developed by the Office of Human Resources.

9.3.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position. The assignment may not include an excess of forty hours of work during the regular work week.

9.3.4 Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

9.3.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The College may require a medical examination ordered by the College as a condition of allowing the employee to return to full duties.

10 GROUP INSURANCE PROGRAMS

10.1 Health and Welfare Fund

10.1.1 Insurance Plans: Group medical and other insurance for employees covered under this Article will be provided through the 1199 National Benefit Fund. Coverage for newly hired employees will begin effective with the date provided for in the 1199 plan. Benefits consist of group life insurance, hospital, surgical and medical insurance, dental and vision care insurance and short-term disability insurance.

10.1.2 Employer Premium Payments: Effective July 1, 2008, the College agrees to contribute **23.34%** of gross wages for employees covered under this agreement, in accordance with the 1199 plan, for the coverage outlined in Section 10.1.1.

Effective January 1, 2011, the College agrees to contribute **22.50%** of gross wages for employees covered under this agreement, in accordance with the 1199 plan, for the coverage outlined in Section 10.1.1.

The College and the Union will execute a separate Memorandum of Agreement which will “lock-in” the Employer Premium Payments at **22.50%** of gross wages for the period July 1, 2011 through June 30, 2013. It is understood that said Memorandum of Agreement will survive the expiration date (June 30, 2011) of this Collective Bargaining Agreement.

10.1.3 Employer Premium Payments During Disability: Contributions to the Health Benefit Fund shall cease at the end of six calendar months of disability within any 52-week period. For any employee who is out on Workers’ Compensation, contributions shall cease at the end of six calendar months within any 52-week period.

11 PENSION

11.1 Pension Plan

11.1.1 Plan: The College agrees to maintain a pension plan for all Employees covered under this Agreement by participating in the Pension Plan provided by the 1199 Health Care Employees Pension Fund, effective November 1, 2002.

11.1.2 Employer Contributions: The College’s contribution to this plan will be **6.75%** of gross wages each month for all employees covered under this Collective Bargaining Agreement. Employee contributions to 1199 Pension Plan are not required.

11.2 Early Retirement Incentive

11.2.1 Eligibility: An employee with at least twenty years of employment with the College who applies for and receives retirement benefits under the 1199SEIU National Benefit Fund between the ages of **55** and **62**, will be eligible to receive a special payment of twelve thousand five hundred dollars (\$12,500) payable in a lump sum upon the employee’s date of retirement.

12 INSTITUTIONAL BENEFITS

12.1 Educational and Fringe Benefits

12.1.1 “Me-Too” Clause: Employees covered by this Collective Bargaining Agreement shall be entitled to enjoy the same institutional benefits including, but not limited to, educational benefits, use of facilities, and credit union benefits as any other college employees not covered by this Collective Bargaining Agreement.

12.1.2 Eligibility: Fringe benefits do not accrue during a Leave of Absence. However, employees with five or more years of service will be entitled to educational benefits during a Leave of Absence. These benefits will extend for a period of up to, but no more than, two semesters, during the entirety of his/her employment. This benefit shall only apply to enrollment at Marist College.

12.1.3 Retirement: An employee who leaves the College upon reaching the age of 65 or older, who has completed ten or more years of service, will be considered retired and eligible, for themselves and all eligible dependents, for benefits in accordance with the College’s Tuition Policy.

An employee who leaves the College and has not attained the age of 65, but whose age plus years of service upon separation is equal to 75 or greater with a minimum service of twenty years, will be considered a retiree, eligible for benefits for themselves and eligible dependents, in accordance with the College’s Tuition Policy.

12.2 Staff Development

12.2.1 Training and Development: “Staff development” and “career development” programs made available through the Office of Human Resources to other employees of the College will also be made available to members of this bargaining unit.

13 COMPENSATION

13.1 Wages

13.1.1 Wage Rates: All wages shall be computed at the rates specified in the Hourly Rate Schedule (Appendix A) annexed hereto and made a part hereof. Employees shall be paid for the actual time worked at straight time or overtime rates, or extra compensation for actual time worked on shifts as set forth in accordance with the 6.1 and 6.2, above.

13.1.2 New Employees: A newly hired employee will receive eighty-five percent of the “job rate” during the employee’s probationary period. Upon completion of the probationary period, the employee will receive ninety-five percent of the “job rate” until completion of one year of continuous employment. Upon completion of one year of continuous employment, the employee will receive the “job rate”.

13.1.2 Wage Increases: The College agrees to an across-the-board increase of:

3% effective 7/1/08

3% effective 7/1/09

3% effective 7/1/10

In addition, each full-time employee who was employed on July 1, 2007, will receive a one-time lump sum payment of one thousand dollars. It is understood that this amount will not be added to an employee's base rate. It is further understood that this payment will not be applied to the "gross wage" calculations for the College's contributions to the Health and Welfare Fund under 10.1.2, above, or the Pension Fund under 11.1.2, above. Payment will be made in the first payroll following ratification of this collective bargaining agreement by the Marist College Board of Trustees.

13.2 Longevity

13.2.1 Longevity Increments: At the completion of ten years of service, an employee shall receive an increase of \$.30 per hour on his/her anniversary date.

At the completion of fifteen years of service, an employee shall receive an additional increase of \$.75 per hour on his/her anniversary date.

At the completion of twenty years of service, an employee shall receive an additional increase of \$.30 per hour on his/her anniversary date.

At the completion of twenty-five years of service, an employee shall receive an additional increase of \$.30 per hour on his/her anniversary date.

At the completion of thirty years of service, an employee shall receive an additional increase of \$.30 per hour on his/her anniversary date.

At the completion of thirty-five and forty years of service, an employee shall receive an additional increase of \$.25 per hour on his/her anniversary date.

13.3 Shift Differentials

13.1.1 Second and Third Shifts: The College will pay a shift differential for all work performed on the second and third shifts (including holidays, vacation, sick and personal time). The amount shall be ninety cents (\$.90) per hour.

14 GENERAL PROVISIONS

14.1 Uniforms

14.1.1 Standard Issue: Uniforms are required for all bargaining unit employees as a means of identification for security purposes, to maintain a professional appearance standard on campus, and to save wear and tear on personal clothing items. Failure to adhere to this requirement may subject the employee to discipline under this Collective Bargaining Agreement.

Uniforms shall be provided and maintained for all regular full-time and part-time housekeeping, mechanic, grounds, and dining service employees.

14.1.2 Foul Weather Gear and Boot Allowance – Grounds Crew: The College will reimburse a full-time employee in the grounds department up to a maximum of five hundred dollars (\$500) per fiscal year (July 1 through June 30) for “foul weather gear” and work boots. All required corresponding receipts must be submitted to the Grounds Supervisor prior to reimbursement.

14.1.3 Foul Weather Gear – Building Mechanics Crew: The College will reimburse a full-time employee in the buildings department who is periodically assigned to perform work outdoors up to a maximum of two hundred and fifty dollars (\$250) per fiscal year (July 1 through June 30) for “foul-weather gear”. All required corresponding receipts must be submitted to the Building Maintenance Supervisor prior to reimbursement.

14.2 Tool Replacement

14.2.1 General Policy: Any hand tool owned by a mechanic rendered inoperable through normal use while working on College projects shall be replaced by the College. This includes drill bits and blades. Replacement tools shall be of equal quality to the tool owned by the mechanic. The supervisor retains final authority in determining the quality and type of replacement tool. Tools rendered inoperable through abuse, negligence or theft, shall not be covered by this Collective Bargaining Agreement.

14.3 Labor-Management Committee

14.3.1 Purpose: A Labor-Management Committee is created which will meet at least bi-monthly to consider methods of improving working and safety conditions on the campus, productivity and cost saving procedures. This committee may be used also to give preliminary consideration to joint labor/management concerns for operating policies and programs. It is understood that the labor-management meeting is the proper venue for discussing methods of improving working and safety conditions, productivity, and cost saving procedures. The Labor-Management Committee may not negotiate terms and conditions of employment.

14.3.2 Agenda: The parties will exchange a detailed list of subjects to be discussed at least forty-eight hours prior to the labor-management meeting. By mutual consent, additional subjects may be discussed at the labor-management meeting; however, neither party is compelled to discuss the subject at that time.

All agreements reached by both parties during Labor/Management meetings shall be reduced to writing, signed by the Assistant Vice President for Human Resources and the Union Business Agent and distributed to the appropriate persons.

14.4 Health and Safety

14.4.1 Union Membership on College Committee: The Union must designate a representative to the College's Health and Safety Committee.

14.4.2 Union Right to Information: The Union shall have the right to inspect and have access to all monitoring, accident reports, workplace inspection reports, research studies, and health and safety reports.

14.4.3 Safe Working Conditions: No employee shall be required to work under conditions deemed by the employee to be dangerous. These shall be reported to the immediate supervisor. Employees may not be disciplined or terminated from employment under these circumstances. The supervisor and the employee shall immediately meet with the Assistant Vice President for Human Resources in a good faith attempt to resolve the problem. Failure to resolve the problem in a timely and reasonable manner shall permit the grievance process to commence at Step 3.

14.5 No Strike – No Lockout

14.5.1 No Strike Clause: No employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work (boycott or other interference with the operations of the Employer).

The Union, its officers, agents, representatives and members shall not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strike, sit-in, slow-down, cessation or stoppage or interruption of work (boycott or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action).

14.5.2 No Lockout Clause: The Employer agrees that it will not lockout employees during the term of this Collective Bargaining Agreement.

15 DUE PROCESS PROCEDURES

15.1 Grievance Procedure

15.1.1 Policy Statement: The representatives of both the College and the Union shall be responsible for making prompt and earnest efforts to adjust grievances arising out of the terms of this Collective Bargaining Agreement.

15.1.2 Definition of Grievance: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation, or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

15.1.3 Step One - Formal Grievance: The Marist College Chapter Chairperson, Vice-Chairperson, or the Chief Steward may file a formal complaint on behalf of an aggrieved employee(s) with the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Service, as appropriate. The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

The grievance must be submitted, in writing, to the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Service, as the case might be, within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Service, as the case might be, will meet with the Marist College Chapter Chairperson, or designee. Within seven calendar days after the meeting, the Director of Physical Plant, Senior Associate Athletic Director, or Director of Food Service, as the case might be, will issue a written response to the grievance, which will be given to the Marist College Chapter Chairperson.

15.1.4 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union Business Agent, or designee, may submit the matter to the Assistant Vice President for Human Resources. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Assistant Vice President for Human Resources will meet with the Union Business Agent and the Marist College Chapter Chairperson, or designees. Within seven calendar days after the meeting, the Assistant Vice President for Human Resources will issue a written response to the grievance, which will be given to the Union Business Agent and the Marist College Chapter Chairperson.

15.1.5 Step Three - Conciliation: If the Union is not satisfied with the response to the grievance at Step Two, the Union Business Agent may submit the matter to the New York State Employment Relations Board to aid in reaching a satisfactory settlement. The request for mediation must be submitted, in writing, to the New York State Employment Relations Board, with a copy to the Assistant Vice President for Human Resources, within fourteen calendar days from receiving the Step Two response, or when the Step Two response should have been received.

If a Mediator is not available within thirty calendar days from the above written request or a satisfactory mutual agreement is not reached, the grievance may proceed to the next step (Arbitration).

15.1.6 Step Four - Binding Arbitration: If an agreement has not been reached at Step Three, the Union Business Agent may demand that the grievance be submitted to a mutually agreeable arbitrator. The demand for arbitration must be submitted, in writing, to the Assistant Vice President for Human Resources within thirty calendar days from the conclusion of the meeting at Step Three (Conciliation).

If the Union and the College cannot agree upon an arbitrator, the Union Business Agent may submit the matter to the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules and regulations.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties. The reasonable fees and expenses of the arbitrator in conducting the arbitration shall be borne equally by the College and the Union. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

15.1.7 Time Limits: Any step may be extended by mutual agreement. Any reasonable request made prior to the expiration of the time limit will be honored by the College and the Union.

15.2 Disciplinary Procedure

15.2.1 Right to Union Representation: No Employee will be required to meet with management in cases involving disciplinary action without a Union representative present.

15.2.2 Progressive and Corrective Discipline: The purpose of this section is to provide an equitable method of improving performance deficiencies through coaching, counseling, constructive discipline and, in cases where those first efforts fail, progressive discipline. The goal of progressive discipline is to provide fair notice that the subject conduct, or performance, is unacceptable and, if continued, could result in stronger discipline up to and including termination of employment.

Performance related feedback is a fundamental ingredient in the creation of an effective working relationship between a supervisor and employees and is vital to the successful achievement of desired results. Informal, non-disciplinary performance coaching should take place on a regular basis.

If at anytime during such coaching, an employee feels that it is necessary to enlist help or support, the employee has an absolute right to request Union representation. If such a request is made, the supervisor shall cease coaching efforts until a Union representative is present.

The presence of a Union representative does not automatically constitute the start of the Constructive and Progressive Discipline process.

If the supervisor believes that the Constructive and Progressive Discipline process is warranted, the supervisor will inform the employee and move to Step 1, below.

Please note, before any of the steps can take place, the employee *must* be informed of the employee's right to Union representation. If the employee waives the right to Union representation, the waiver must be submitted to the supervisor in writing.

The steps of this policy are as follows (The Office of Human Resources *must* be consulted prior to taking any action beyond Step One):

Step 1: Supervisor counsels employee.

Step 2: Supervisor provides employee with "written warning", detailing deficiencies and methods of improvement within defined time limits. Simultaneously, a copy of the notice will be sent to the Union Business Agent.

Step 3: Supervisor suspends employee for one day without pay. Reason(s) for suspension are stated in writing. Simultaneously, a copy of the notice will be sent to the Union Business Agent.

Step 4: Supervisor suspends employee for three days without pay. Reason(s) for suspension are stated in writing. Simultaneously, a copy of the notice will be sent to the Union Business Agent.

Step 5: Employee may be terminated from employment. Reason(s) for termination from employment are stated in writing. Simultaneously, a copy of the notice will be sent to the Union Business Agent.

Notwithstanding the above, an employee may be immediately terminated from employment for any of the following reasons: theft, fighting, threats of violence, possession of a firearm (on campus), sexual harassment, destroying property, insubordination, gambling on premises, sleeping during working hours, falsification of records, and/or selling, purchasing, using, possessing, or being under the influence of any illegal drug or alcohol while conducting college business (as per Department of Education, Drug Free Workplace Regulations).

Prior to termination of employment, approval must be granted by the Senior Executive for the area and the Assistant Vice President for Human Resources.

15.2.3 "Just Cause" Standard: No Employee shall be terminated from employment by the Employer except for "just cause." The term "just cause" shall be deemed to include, but shall not be limited to, an infraction of the rules or regulations of the College. Any protest by the Union against any discipline or termination from employment shall be handled in accordance with the Disciplinary Procedure, hereinafter set forth, except that disciplinary actions, including termination from employment, brought by the College against an employee during the employee's probationary period, shall be without recourse by the employee or the Union.

15.2.4 Appeal of Reprimands: If the Union disagrees with the issuance of a written reprimand, the Marist College Chapter Chairperson, Vice-Chairperson, or the Chief Steward may appeal the matter to the appropriate supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the written reprimand.

Where no written notice of appeal is made by the Union within said fourteen calendar days, the action of the Employer shall be final and binding and not subject to further review under this procedure or any other procedure and the case will be deemed to be closed.

Within seven calendar days after receiving the appeal, the supervisor will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the supervisor will issue a written response, which will be given to the Marist College Chapter Chairperson and the employee.

If the Union is not satisfied with the response of the supervisor, the Marist College Chapter Chairperson, Vice-Chairperson, or the Chief Steward may appeal the matter to the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Service, as appropriate. The appeal must be submitted, in writing, to the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Service, as the case might be, within fourteen calendar days from receiving the response from the supervisor or when the response should have been received.

Within seven calendar days after receiving the appeal, the Director of Physical Plant, Senior Associate Athletic Director, or the Director of Food Service, as the case might be, will meet with the Marist College Chapter Chairperson, or designee, and the employee. Within seven calendar days after the meeting, the Director of Physical Plant, Senior Associate Athletic Director, or Director of Food Service, as the case might be, will issue a written response to the appeal, which will be given to the Marist College Chapter Chairperson and the employee.

15.2.5 Appeal of Suspensions and Terminations: If the Union disagrees with disciplinary action involving a suspension or termination of employment – *or if the Union wants to appeal a written reprimand beyond 15.2.4, above* - the Union Business Agent, or designee, may appeal the matter, in writing, to the Assistant Vice President for Human Resources. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Where no written notice of appeal is made by the Union within said fourteen calendar days, the action of the Employer shall be final and binding and not subject to further review under this procedure.

Within seven calendar days after receiving the appeal, the Assistant Vice President for Human Resources will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Assistant Vice President for Human Resources will issue a written response, which will be given to the Union Business Agent.

15.2.6 Mediation: If the Union is not satisfied with the response of the Assistant Vice President for Human Resources, the Union Business Agent may submit the matter to the New York State Employment Relations Board to aid in reaching a satisfactory settlement. The request for mediation must be submitted, in writing, to the New York State Employment Relations Board, with a copy to the Assistant Vice President for Human Resources, within fourteen calendar days from receiving the response from the Assistant Vice President for Human Resources or when the response should have been received.

If a Mediator is not available within thirty calendar days from the above written request or a satisfactory mutual agreement is not reached, the appeal may proceed to the next step (Arbitration).

15.2.7 Binding Arbitration: If an agreement has not been reached at the Mediation Step, the Union Business Agent may demand that the grievance be submitted to a mutually agreeable arbitrator. The demand for arbitration must be submitted, in writing, to the Assistant Vice President for Human Resources within thirty calendar days from the conclusion of the Mediation Step.

If the Union and the College cannot agree upon an arbitrator, the Union Business Agent may submit the matter to the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules and regulations.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties. The reasonable fees and expenses of the arbitrator in conducting the arbitration shall be borne equally by the College and the Union.

15.2.8 Time Limits: All time limits herein specified are of significance to the parties and must be strictly adhered to and enforced by an arbitrator who shall have no power to waive, modify or amend said time limits.

16 APPLICATION OF AGREEMENT

16.1 Modification of Agreement

16.1.1 Changes or alterations of this Collective Bargaining Agreement may be made only by agreement of the parties signatory to this Collective Bargaining Agreement and then only as executed in writing.

16.2 Duration of Agreement

16.2.1 This Collective Bargaining Agreement shall be binding and remain in effect from July 1, 2008 to June 30, 2011 and shall be renewed from year to year thereafter unless either party gives to the other party notice in writing at least ninety days prior to the expiration date of the Collective Bargaining Agreement that it desires to terminate or amend its provisions.

16.2.2 Where notice to amend the Collective Bargaining Agreement is given, the provisions of this Collective Bargaining Agreement shall continue in force until a new Collective Bargaining Agreement is signed or the right to strike or lockout accrues.

16.3 Separability of Provisions

16.3.1 In the event any Article or portion of this Collective Bargaining Agreement is declared invalid or illegal by any court of competent jurisdiction or by any rule and regulation or law of a Federal, State or municipal agency, only the Article or portion of this Collective Bargaining Agreement found invalid or illegal shall be invalidated and the rest of the provisions of this Collective Bargaining Agreement shall remain in full force and effect.

16.4 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on September 4, 2008.

MARIST COLLEGE

LOCAL 200UNITED, SEIU

Paul Mutone
Vice President

Jerry Dennis
President

Michael A. Richardson
Assistant Vice President

Mike Lonigro
Vice President

APPENDIX A

HOURLY RATE SCHEDULE

July 1, 2008 through June 30, 2011

	7/1/2008	7/1/2009	7/1/2010
Mechanic 1	\$23.92	\$24.63	\$25.37
Preventative Maintenance Mechanic	\$23.02	\$23.71	\$24.42
Painter 1	\$20.99	\$21.62	\$22.27
Warehouse Receiver	\$20.35	\$20.96	\$21.59
Inventory Control	\$20.35	\$20.96	\$21.59
<i>Mechanical Services Dispatcher</i>	\$23.02	\$23.71	\$24.42
<i>Painter 2</i>	\$19.82	\$20.41	\$21.02
<i>Handyperson</i>	\$19.17	\$19.74	\$20.34
Garage Mechanic	\$23.92	\$24.63	\$25.37
Construction Mechanic/Grounds	\$20.54	\$21.15	\$21.79
Groundskeeper	\$18.66	\$19.22	\$19.80
Lead Housekeeper	\$20.54	\$21.15	\$21.79
Operations Assistant	\$19.17	\$19.74	\$20.34
Housekeeper	\$18.17	\$18.71	\$19.28
Chef II	\$20.75	\$21.38	\$22.02
Floater/Caterer	\$15.70	\$16.17	\$16.65
Line Server	\$14.42	\$14.85	\$15.30
Fountain/Grill Person	\$14.42	\$14.85	\$15.30

A newly hired employee will receive eighty-five percent of the "job rate" during the employee's probationary period. Upon completion of the probationary period, the employee will receive ninety-five percent of the "job rate" until completion of one year of continuous employment. Upon completion of one year of continuous employment, the employee will receive the "job rate".

APPENDIX B

Letter of Agreement

Performance Appraisals:

The College and the Union agree to establish a joint committee of an equal number of representatives from Management and the Union (not less than two, not more than four), to discuss and formulate policies and procedures as appropriate to implement a process for annual developmental performance appraisals. The process developed shall not be used for disciplinary reasons which will continue to be dealt with under the Constructive and Progressive Discipline Policy.

Adoption of the recommended Performance Appraisal program will be subject to the acceptance and approval of both parties named above.”