AGREEMENT

By and between

St. Lawrence University

and

C.S.E.A. Inc. Local 1000 AFSCME, AFL/CIO

the certified union for

Local 630

July 1, 2026 - June 30, 2029

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PREAMBLE

This is a labor agreement entered into by and between St. Lawrence University ("University") and CSEA Local 1000 ("Union").

The mission of St. Lawrence University is to provide an inspiring and demanding undergraduate education in the liberal arts to students selected for their seriousness of purpose and intellectual promise. Each employee's job - whether he or she be the president, a housekeeper, a faculty member, an administrative assistant, a security officer, a cook, a clerk, or a plumber - ultimately must serve the University's pursuit of that mission and each job is critically important.

Essential to our success is an environment in which all Laurentians - faculty, staff, students, alumni and trustees - share commitments to key core values:

- A commitment to excellence in all that we do
- A commitment to fairness
- A commitment to mutual respect and trust

The UNIVERSITY and the UNION recognize our shared commitment to working together toward excellence with pride to provide the services that contribute in such basic and important ways to the education of St. Lawrence students.

In light of these commitments, the parties recognize the importance of all employees, within the scope of their capabilities, sharing responsibility for achieving these goals and working with a sense of commitment, cooperation and flexibility designed to allow the University to fulfill this mission.

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to promote and maintain good relations between the University, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the University and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances related to employment under this Agreement.

ARTICLE 2
RECOGNITION

The University recognizes the Union, pursuant to the terms of the certification issued on February 8, 1985, as the sole bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following employees: all full and regular part-time clerical and administrative employees (including seasonal) employed by the University at its Canton, New York location, excluding student employees, technical employees, professional employees, Executive Secretaries, confidential employees, temporary employees, guards and supervisors as defined by the National Labor Relations Act, employees represented by SEIU Local 200 United AFL-CIO and the guard's union "PCPSOA".

Section 1.

Telecommuting: This section is to provide for the ability for members to request a remote work option provided they have the ability to be successful and productive, following at least one year of service, with manager approval and documented agreement. Members will also have the ability to work remotely on an ad-hoc/episodic basis when circumstances merit (e.g. inclement weather) and with the permission of the supervisor. Telecommuting decisions are not subject to the grievance and arbitration procedures.

ARTICLE 3
MANAGEMENT RIGHTS

All rights, functions and prerogatives of management shall remain vested solely in the University, subject only to the express terms of this Agreement. These management rights, functions and prerogatives include, but are not limited to, the right to hire, evaluate, promote, transfer, and assign duties to employees (including the right to change assignments or to add to or eliminate duties); the right to discipline (including discharge) employees; the right to decide job qualifications on all jobs; the right to make rules and regulations governing employee conduct and safety; the right to determine hours of work, work schedules, work assignments and work locations; the right to require reasonable standards of employment and to maintain the efficiency of operations; the right to layoff for lack of work or other legitimate reasons; the right to establish and/or discontinue jobs or job classifications; the right to determine the methods, means and personnel by which operations are to be conducted; the right to introduce new or improved equipment; the right to hire students (for jobs traditionally performed by students); and the right to subcontract work, subject to Article 52.

ARTICLE 4
NON-DISCRIMINATION

There shall be no discrimination by either the University or the Union with respect to any employee, applicant for employment, Union member or applicant for Union membership because of race, gender, color, creed, national origin, age, disability, sexual orientation, religion, ethnic status, and marital status, or any other category protected by law or extent of Union involvement.

ARTICLE 5
UNION SECURITY

Section 1.

Employees shall have the option to join or not join the Union. If such an employee chooses not to join the Union, he or she shall pay as a contribution toward the administration of this Agreement a service fee equal to membership dues (not including initiation fees, fines, assessments, or any other charge uniformly required as a condition of acquiring or retaining membership of the Union) on a biweekly basis. If any such employee fails to comply with this Section, the Union may compel their dismissal from employment by the University.

Section 2.

In the event the Union demands to have an employee dismissed pursuant to Section 2 of this Article, the Union shall first warrant to the University that such action is allowed under Section 2 and shall indemnify the University in writing for any and all liability, including legal fees, which may arise as the result of the University's compliance with the Union's demand.

Section 3.

No employee shall be discriminated against or harassed because of his or her decision under Sections 1 and 2 of this provision.

ARTICLE 6
CHECK-OFF

Section 1.

Any employee who so desires may have the University deduct, on a payroll basis, a single amount equal to that employee's bi-weekly Union membership dues and insurance premiums.

Section 2.

Upon receipt by the University of an individual written authorization, the University shall, while the authorization and this Agreement remain in effect, deduct from the employee's pay each pay period these membership dues and premiums and transmit the money thus deducted, in the form of a single check, together with a list of names of the employees from whose earnings the deductions were made, to CSEA, Inc, Local 1000, P.O. Box 7125 Capitol Station, Albany, New York 12204 (or as otherwise notified in writing by CSEA) within two weeks of the pay period in which the deductions are made. A copy of that list shall be provided the Union President. No deduction for this purpose shall be made for any amount of money greater than the bi-weekly amount certified by the Union.

Section 3.

The Union shall certify in writing and submit to the University the total amount of bi-weekly dues and premiums to be deducted under the provisions of this Article for each unit member. If the total amount to be deducted for any employee is changed during the term of the Agreement, the Union shall certify in writing to the University the nature and effective date of the change, thirty (30) days prior to the change. The University shall rely on the Union's certification in determining the amounts to be deducted.

Section 4.

Any employee who so desires may have the University deduct, on a payroll basis, the amount specified for voluntary participation in the Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) program. Upon receipt by the University of an individual written authorization, the University shall, while the authorization and this Agreement remain in effect, deduct from the employee's pay each pay period the specified amount and transmit the money thus deducted, in the form of a single check, together with a list of names of the employees from whose earnings the deductions were made, to CSEA, Inc, Local 1000, P.O. Box 7125 Capitol Station, Albany, New York 12204 (or as otherwise notified in writing by CSEA) within two (2) weeks of the pay period in which the deductions are made. A copy of that list shall be provided the Union President. An employee so enrolled in this voluntary program may discontinue this deduction at any time by providing the appropriate notice, in writing, to the University.

Section 5.

The Union shall indemnify and protect the University for any and all liability, including legal fees, which may arise by reason of the University's payroll deductions under this Article.

ARTICLE 7
UNION VISITATION

Section 1.

Non-employee Union representatives shall have the right to visit the University to discuss Union business with members of the Union provided (a) such visits do not interfere with the work of employees and do not occur during the working time of any employee visited, (b) the Union representative notifies the Director of Human Resources or his or her designee, of the time and place of his/her visit, and (c) the number of visits does not exceed one (1) per week unless expressly agreed to by the University, and such agreement shall not be unreasonably withheld.

Section 2.

In the event of a visit in violation of Section 1, the University shall have the right to terminate that visit and have the offending non-employee Union representative escorted from the campus.

Section 3.

The Union may hold up to six (6) general meetings per contract year on campus during the life of this Agreement. Meeting space is subject to availability.

Meeting space shall not be booked for more than two weeks in advance of the meeting. The Director of Human Resources shall be notified by the Union at the time of any request for meeting space.

The Union will be charged for space on the same basis as any other outside group. It is understood that these meetings will not be held during work hours.

ARTICLE 8
INFORMATION

The University shall provide the Union with a list of all unit employees, containing their name, home address, job title, grade, wage rate and date of first employment with the University. The list shall be updated and provided to the CSEA Local President, or his/her designee, on a quarterly basis.

In addition, on a monthly basis the University shall provide the Union with a list of all newly hired employees, containing the information referenced above. Also, on a monthly basis the University shall provide a list of all employees whose employment with the University has terminated for any reason.

Employees should report changes in their name and home address to the Office of Human Resources in a timely fashion.

ARTICLE 9
BARGAINING UNIT CLASSIFICATIONS

Section 1.

Currently included in the unit are the following classifications:

Grade 17
Specialist *[with appropriate additional designation]*

Grade 16
Chief Clerk
Library Assistant VI
Administrative Assistant II

Grade 15
Administrative Assistant I
Development Research Assistant
Library Assistant V
Principal Clerk

Grade 14
Bookkeeper
Dispatcher
Library Assistant IV
Music Library Aide
Program Aide
Senior Clerk
Senior Assistant
Switch Board Operator
Costume Technician

Section 2.

In the event the University creates new secretarial or clerical job classifications, it shall notify the Union at least two (2) weeks in advance. If the University and Union cannot agree whether the new job classification is to be included in or excluded from the unit, the Union may proceed directly to arbitration under the Grievance and Arbitration Article, Section 3. The Union's demand for arbitration must be made in accordance with that Section and within thirty (30) days of the creation of the contested classification.

Section 3.

In the event there is a significant, substantive change in the written Job Description for a bargaining unit position, the University will notify the Union in advance. If the union requests within fourteen (14) days of that notice, the University will meet with the Union to discuss the impact of those changes.

ARTICLE 10
CLASSIFICATION OF EMPLOYEES

Unless otherwise indicated by the context, the term "employee" when used in this Agreement shall refer to any of the employees covered by this Agreement.

The term "full-time" employee as used in this Agreement shall refer to both full-time twelve (12) month employees and full-time seasonal employees. A full-time twelve (12) month employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least thirty-seven and a half (37 ½) hours or more per calendar week on a twelve (12) month per year basis. A full-time seasonal employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least thirty-seven and a half (37 ½) hours or more per calendar week on a nine (9) month or greater, but less than

twelve (12) months, per year basis.

The term "part-time" employee as used in this Agreement refers to both part-time twelve (12) month employees and part-time seasonal employees. A part-time twelve (12) month employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least fifteen (15) hours but less than thirty-seven and a half (37 ½) hours per calendar week on a twelve (12) month per year basis. A part-time seasonal employee is an employee, other than a temporary employee as defined below, who is regularly scheduled to work at least fifteen (15) hours but less than thirty-seven and a half (37 ½) hours per calendar week on a nine (9) month or greater, but less than twelve (12) months per year, basis.

In the event the University deems it necessary to create a part-time position to be regularly scheduled for less than fifteen (15) hours per calendar week, it shall have the right to demand negotiations from the Union concerning such a proposal.

The term "temporary" employee as used in this Agreement refers to an employee in a bargaining unit position who is (1) hired for a definite period of time not to exceed one year under special grant conditions where the grant will not exceed one year with the termination date established at the beginning of employment; or (2) hired to replace a full or part-time employee on authorized leave (including vacation, sick, personal and other types of leave) for the duration of that leave, whether of a definite period or not; or (3) is otherwise hired on a temporary basis for a period not to exceed six (6) months. If a temporary employee in this final (number 3) category is retained beyond six (6) months, and the University intends to continue to fill the position, it shall be posted as a permanent position. Temporary employees are not covered by this Agreement.

ARTICLE 11
NEW JOBS

The University shall advise the CSEA Local President of the creation of any new job classification to be covered under this Agreement and its proposed rate of pay. Within one (1) month of so advising the CSEA Local President, the Union may demand that the University shall meet with it for the purpose of negotiating a permanent rate of pay for the position. The University shall be free to implement creation of the new position any time after notice is given to the Union and to do so at the proposed rate of pay.

The University shall also notify the Union of the addition of new bargaining unit jobs in existing classifications. Such jobs shall be posted and subject to the transfer and promotion provisions of Article 13.

ARTICLE 12
JOB SHARING

Job sharing is defined as a restructuring of a full-time position into two (2) or more part-time positions at the request of an employee. Job sharing does not include a University determination to restructure positions.

The University shall have no obligation to grant a job-sharing request. However, in the event it intends to grant such a request, it shall notify the Union in advance to negotiate the decision and its implementation. If the request is granted, it shall be for a one (1) year period. At the end of that time, a request to extend the positions may be made to the Labor-Management Committee. If an extension is not approved, the positions shall revert to a single full-time position and the original full-time incumbent, if at that time employed in one (1) of the part-time positions, shall have the option of returning to that full-time position.

ARTICLE 13
TRANSFER AND PROMOTION

Section 1.

Permanent job vacancies shall be posted for five (5) consecutive working days. Positions arising out of position reclassifications, upgrades or downgrades, recalls, schedule changes, or the expiration of authorized leaves are not "permanent vacancies" covered by this Article. During the posting period and until the vacancy is permanently filled, the University may fill the job temporarily as it sees fit. New employee applicants for the position may be sought by the University at the expiration of the five (5) day period. Outside applications shall not be provided to the hiring supervisor/search committee until all qualified bargaining unit applicants have been interviewed. With respect to entry level (Grade 14) positions, the University may seek new employee applicants simultaneously with posting.

Section 2.

The University shall post a notice of permanent vacancies on the bulletin board outside the Human Resources Office (G2) in Vilas Hall and will send a notice by email to all CSEA officers and represented employees.

Such notices shall list any special requirements beyond those stated in the job description, as well as the starting rate of pay, grade level and hours of work required. The notice shall also indicate how and where to apply, and the time period during which applications shall be accepted.

Section 3.

It is the responsibility of an employee when bidding on a position to bring, in writing, his or her relevant qualifications to the attention of the University through the Director for Human Resources or designee. Any such material brought to Human Resources by the employee will be passed along to the individual(s) making the hiring recommendation.

In selecting a candidate to fill a permanent vacancy, the University shall make its selection from among the applicants for the position based upon the following factors as they relate to the requirements of the posted position:

(a) present existence of skills necessary to perform the work;

(b) ability to learn the skills necessary to perform the work;

(c) quantity and quality of prior experience;

(d) special training; and

(e) education.

Only in the event the University determines that based upon these factors two (2) or more of the candidates are equally qualified for the position, University seniority shall be used to break the deadlock for selection. So long as the University's determination that the candidates are or are not equally qualified under these factors is not unreasonable, it shall not be subject to change by an arbitrator.

When filling any permanent vacancy, prior to receiving non-bargaining unit applicant information, the

hiring supervisor/search committee shall conduct an interview with each unit member under consideration, provided that employee meets the minimum requirements for the position.

Section 4.

A transferred employee shall serve a trial period of ninety (90) days, during which time the employee's qualifications shall be judged for permanent transfer. If the employee unsuccessfully completes this period, she/he will be returned to their former position, with no loss of any seniority rights. At least once during the first (1st) forty-five (45) days of an employee's trial period, that employee should be evaluated. If that evaluation does not occur, the Union may notify Human Resources and Human Resources shall take appropriate steps to have the evaluation completed. The ninety (90) days and forty-five (45) days referenced in this Article shall be extended by any period of absence of five (5) consecutive days or longer, regardless of the reason.

At any time prior to, or immediately upon, successful completion of the ninety (90) day trial period, the employee shall have the opportunity to return to her/his former position without any loss of seniority rights.

Section 5.

In the event an employee is not meeting reasonable standards of performance, the University shall have the option of transferring that employee to a lower rated job classification (at the wage accompanying that lower classification) in lieu of discharge subject to a determination rendered through the grievance procedure.

Section 6.

An employee awarded a permanent job vacancy shall receive a copy of the current job description for that position from the Office of Human Resources. Upon appointment to a new position, the University will make every effort to provide the employee with orientation and introductory training within one (1) week (five (5) days) of their placement.

Section 7.

With the exception of a job which is posted with a specified starting date, an employee who receives an appointment to a permanent job vacancy which is then unfilled, or is filled by a temporary employee, shall be placed in that new position within three (3) weeks of notice of the appointment or shall receive any additional wages of that new position for the period in excess of three (3) weeks until so placed.

Section 8.

An employee of the University receiving an appointment to a position in a lower grade will maintain their current rate of pay or go to the maximum of the new range, whichever is lower.

Section 9.

Whenever a temporary vacancy arises, the University may fill that position with the candidate of its choice. The University shall not be obligated to provide notice of any such temporary vacancy, except when it has reason to know that the vacancy will exceed three months. Non-probationary unit employees may seek consideration for any such vacancy. In the event the University selects such a unit employee, that employee shall not lose any of the benefits or obligations of this Agreement during the period of temporary service except that the University may reassign that individual to their original position at any time without recourse to the grievance and arbitration provisions. A unit employee who is appointed to such a temporary vacancy which is in a higher grade than the employee's regular position shall receive an increase of twenty-five ($0.25) cents per hour or an increase to the minimum of the higher grade, whichever is greater, for the duration of the temporary appointment.

Subject to the above paragraph, and the provisions of Article 60 (a), in the event the University becomes aware of a temporary vacancy in a bargaining unit position during the summer months that has a known duration in excess of one (1) week, it will notify those qualified seasonal bargaining unit employees who are not then working at the University (and who prior to May 1 have notified Human Resources in writing of their interest in working during the summer) of that opportunity. Notification will occur by email (the address to be provided by the employee at the time of his/her notification to the University of interest). Employees so notified of opportunities will have at least twenty-four (24) hours to advise the University of their interest in that particular opportunity and their availability (as required by the University). Provided one or more qualified and available employees wants the opportunity, it will be offered to them prior to offering it to a non-bargaining unit employee. The pay rate for the temporary position will be at the minimum rate of the level of the position.

The University will also reasonably consider such employees for other, non-bargaining unit temporary summer clerical work (excluding confidential and executive secretary positions or opportunities filled by students) when such opportunities are known to Human Resources and are of more than a week's duration.

Section 10.

(1) When a University employee transfers from a position not in the CSEA bargaining unit to one that is in the unit, the employee shall be treated as a new employee, including being subject to the ninety (90)-day probationary period of Article 16, Section 1.

(2) During that probationary period the employee shall be treated as any other new unit employee except that the employee's coverage under any University sponsored insurance or retirement plan immediately preceding the transfer shall continue under the same terms then applicable to the employee, so long as the probationary period continues.

(3) Upon successful completion of the probationary period, the employee shall receive those benefits available to any new unit employee under the CSEA contract. The level of monetary fringe benefits (e.g., vacation, leave, etc.) available to such an employee shall be based upon the employee's University seniority since joining the unit plus any University seniority accumulated by the employee immediately preceding the transfer. For all other purposes (e.g., layoffs, bidding), the employee's University seniority shall accumulate only from the date they entered the unit.

(4) Upon completing two (2) years of continuous service in any unit position or combination of unit positions, an employee who had transferred into the unit under the above sections shall be given credit for any University seniority accumulated by the employee immediately preceding the transfer for purposes other than monetary fringe benefits (e.g., layoff, bidding).

(5) Notwithstanding anything to the contrary in the preceding paragraphs, employees who transfer from a non-unit position at the University to a bargaining unit position and who have demonstrated in the non-unit position the skills needed in the unit position (e.g., a transfer from a confidential secretarial position to a unit secretarial position) shall, upon successful completion of the ninety (90)-day trial period, be given credit for University seniority acquired since joining the unit plus University seniority accumulated immediately prior to the transfer for all purposes. During that trial period, the employee shall be treated as any new employee except that the employee's coverage under any University sponsored insurance or retirement plan shall continue under the same terms as applicable to the employee immediately preceding the transfer, so long as the trial period continues.

ARTICLE 14
POSITION RECLASSIFICATIONS

Section 1.

(a) When a supervisor wishes a position reclassified, he/she shall provide the Office of Huma Resources with a position description of the revised job. The Director of Human Resources, or her/his designee, shall review all pertinent information, including a desk audit and a personal interview with the affected employee(s) (i.e., the employee(s) whose job is being reviewed) before making a decision. An employee may follow this same procedure should he/she feel that a reclassification is in order and cannot convince his/her supervisor to submit the request. Once a position has been reviewed, however, there shall be no further review unless there has been a significant change in the job.

(b) The Director of Human Resources, or her/his designee, shall provide to the supervisor and the employee a copy of the narrative content of the Position Evaluation Form as completed by the desk auditor. Once a reclassification request is submitted to Human Resources, employees shall be updated on the status of the reclassification request at thirty (30)-day intervals during the review process. If the completion of the review process exceeds ninety (90) days, the employee will be advised that there is a delay. The University will make every reasonable effort to complete the desk audit within one hundred and twenty (120) days of the presentation of the necessary position description to Human Resources. Any upgrade as a result of the reclassification process will be effective as of the date the employee actually commences the duties reviewed in the personal interview/desk audit, but €n no event, shall it be retroactive before the date that the employee or supervisor (as the case may be) provided the Office of Human Resources with the position description referenced in Section 1(a).

(c) An employee who has at least ten (10) years of University seniority and who has been in a Level 16 position for at least three (3) years can request an audit to determine whether they should be upgraded to a Level 17. An upgrade to Level 17 will be based on demonstrated performance in the position reflecting a complexity of skills and tasks, and a degree of independent work and problem solving, beyond that currently required of a Level 16, where the failure to perform at that level could significantly impact the University in terms of reputation or financially.

(d) A Union steward may attend the desk audit and personal interview at the request of the employee.

(e) The grievance and arbitration provisions of this Agreement shall be applicable only with respect to the issue of compliance with the procedure outlined above and shall not be available to challenge the merits of any reclassification decision.

ARTICLE 15
NEPOTISM

Section 1.

The University, in its desire to attract qualified applicants, encourages current employees to refer friends and relatives to the Office of Human Resources for possible employment. However, and except under unusual circumstances as determined by the University, “relatives,” as defined below, shall not be permanently assigned to a direct or indirect reporting relationship, or permitted to remain in a direct or indirect reporting relationship. The University, in its discretion and according to its needs, shall determine which of the two employees shall be transferred or reassigned and the position to which they shall be transferred or reassigned. Temporary employment under the same circumstances may be permitted at the University’s discretion.

Section 2.

"Relatives," as used in this Article, includes spouse, children (including legally adopted children), stepchildren, grandchildren, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, siblings, parents, step-parents, grandparents, parents-in-law, uncles, aunts, nephews or nieces. "Relatives" also includes a domestic partner as defined by University policy.

Section 3.

The prohibition contained in Section 1 shall not apply to any existing assignment which finds persons currently constituting "relatives" permanently employed in a supervisory relationship.

ARTICLE 16
PROBATIONARY PERIOD

Section 1.

Each new employee hired by the University shall be engaged for a probationary period during the first ninety (90) days of employment. The ninety (90) days shall be extended by any period of absence of five (5) consecutive days or more, regardless of the reason. During this period, the University may discharge such employee and that discharge shall not be subject to the grievance and arbitration procedure. During the probationary period, the employee shall have no seniority; however, upon successfully completing the probationary period, the employee shall be credited with seniority, as appropriate, from her/his date of hire.

Section 2.

At least once during the first forty-five (45) days of an employee's probationary period, that employee shall be evaluated in writing by either the employee's supervisor or the Director of Human Resources in conjunction with the supervisor. That evaluation shall be reviewed promptly thereafter with the employee, by either the supervisor or the Director of Human Resources and shall be signed by the employee. The employee's signature shall evidence his or her review of the evaluation's contents, and not necessarily agreement with it. In the event the evaluation is reviewed with the employee by hi' or her supervisor, the Director of Human Resources shall promptly thereafter schedule a follow-up meeting with the employee to discuss the evaluation.

If the Director of Human Resources fails to arrange such a meeting and the affected employee nonetheless wishes to participate in such a meeting, he or she shall notify the Union President, who will promptly so advise the Director of Human Resources. Thereafter, a meeting shall be scheduled by the Director of Human Resources as soon thereafter as is practicable. The employee's request for a meeting under this procedure shall be considered strictly confidential by the Director of Human Resources.

A second (2^{nd}) evaluation, as described above, shall be performed at or about the employee's seventy-fifth (75^{th}) day of employment. The same procedure as described above shall be applicable. All time periods shall be extended by any period of absence of five (5) consecutive days or more, regardless of the reason.

Section 3.

A probationary employee shall not be permitted to apply, during their probationary period, for any posted vacancy and be considered under the provisions of Article 13, Transfer & Promotion.

Section 4.

As soon as practicable following the ninetieth (90^{th}) day of the probationary period, the employee shall be notified in writing of whether they have successfully completed the probationary period.

ARTICLE 17
HOURS OF WORK

Section 1.

The normal work week for full-time employees shall be thirty-seven and a half (37 ½) hours per week, normally based upon a seven and a half (7 ½) hour day. With the exception of employees in the Bookstore, Library and Office of Safety & Security, these hours normally shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday through Friday. Employees in the Bookstore normally shall be scheduled to work between the hours of 7:00 a.m. and 8:00 p.m., Sunday through Saturday (Monday through Saturday during the summer). Employees in the Library normally shall be scheduled to work between the hours of 7:00 a.m. and 1:00 a.m., Sunday through Saturday. Employees in the Office of Safety & Security are normally scheduled around the clock, seven (7) days per week.

In calculating the number of hours in a "day" for operational or benefit purposes, the employees regularly scheduled straight time hours paid in a payroll period are divided by ten (10).

Section 2.

Positions existing at the execution of this Agreement shall continue to work the schedules now worked, except that the University may alter those schedules to reasonably meet its operating needs.

Section 3.

Positions created after the execution of this Agreement shall work the schedules established by the University, subject to subsequent alteration by the University to reasonably meet its operating needs.

Section 4.

Employees who seek to have their schedules changed may request such a change from their supervisors. The supervisor's recommendation shall be referred to the Labor Management Committee for a final and binding determination. In the event that a decision cannot be reached, it will be subject to Step 3 of the grievance procedure. Continuation of the employee's existing schedule shall be presumed appropriate by the arbitrator.

The party seeking to change the schedule shall have the burden of justifying the need for the change.

Section 5.

In the event the hours of work for any position are reduced to such an extent as to alter that position from a full-time to a part-time position, the Layoff and Recall Article shall apply.

Section 6.

Full-time employees shall work "summer hours" during the period beginning with the first Monday in June and ending with the Sunday of the second (2^{nd}) week prior to the week in which classes begin. During "summer hours" full-time employees shall work one-half (1/2) hour less per day than their regularly scheduled work hours but shall be paid for their regularly scheduled work hours.

Section 7.

Part-time employees shall work those hours specified by their supervisor within the parameters set out in Section 1 and subject to the provisions of Sections 2, 3 and 4.

Section 8.

Each employee shall be responsible for accurately recording on a weekly basis his or her hours worked on a form prescribed by the University, and submitting that form to their Department Head, or his/her designee, for signature by 10:00 a.m. on Monday of the following week. Failure to do so in a timely manner may affect timely receipt of an employee's pay for that week.

ARTICLE 18
WAGES

Section 1.

Except as provided in Section 2, employees shall receive a seventy cents ($0.70) per hour increase effective on July 1, 2026, a fifty cents ($0.50) per hour increase effective on January 1, 2027; a sixty-five cents ($0.65) per hour increase effective on July 1, 2027; a fifty cents ($0.50) per hour increase effective on January 1, 2028; a fifty-five cents ($0.55) per hour increase effective on July 1, 2028; and a fifty cents ($0.50) per hour increase effective on January 1, 2029, up to the maximum amount of the grade, as shown in Appendix A. All increases to be effective on the date indicated or the contract ratification date, whichever is later.

The minimum and maximum amounts of each pay grade shall be increased by seventy cents ($0.70) per hour effective on July 1, 2026, by sixty-five cents ($0.65) per hour effective on July 1, 2027, and by fifty-five cents ($0.55) per hour effective on July 1, 2028. All increases to be effective on the date indicated or the contract ratification date, whichever is later.

Section 2.

A probationary employee whose probationary period spans one of the July/January dates referred to in Section 1 of this Article, shall not receive the increase referred to in that section. However, upon successful completion of that probationary period, the probationary employee shall receive that increase.

A probationary employee whose probationary period does not span one of the July/January dates referred to in Section 1 of this Article, shall receive no increase upon successful completion of that probationary period.

New hires may start at a wage rate above the minimum of the range for the position into which they have been hired with advance notice to the Union President of rationale that includes education and/or experience of the new hire that exceeds the minimum qualifications for the position and/or unique qualifications of the candidate. The rationale will also include reasonable review of internal equity.

Section 3.

Upon promotion to a higher grade, an employee shall receive an immediate increase of seventy-five ($0.75) cents per hour or an increase to the minimum of the higher grade, whichever is greater.

In the event an employee is promoted more than one grade, the employee shall receive an additional seventy-five ($0.75) cents per hour for each additional grade promoted or shall move to the minimum of that higher grade, whichever is greater.

Section 4.

Each employee with ten (10) or more years (but less than fifteen (15) years) of seniority shall receive a single lump sum payment as set out below. Each employee with fifteen (15) or more years of seniority shall receive a single lump sum payment as set out below. The current practice of separately computing this lump sum and adding the amount to the regular payroll check will continue. The payment is processed in the month of the individual's anniversary date. Note: Twenty (20) year step effective July 28, 2014.

Years of Seniority	As of Anniversary Date
10	$350
15	$500
20	$750

ARTICLE 19
PAYDAY

Employees shall be paid bi-weekly on the Friday following the end of the pay period. All bargaining unit employees shall receive payment of their wages via the direct deposit method, and the Union hereby consents on behalf of all such employees to receive their pay in this manner, provided they have an established bank account. Each bargaining unit employee shall complete an authorization form identifying the name of the bank or financial institution and account where her or his wages will be deposited, as well as complete any other form necessary to effectuate the payment of their wages via direct deposit.

ARTICLE 20
OVERTIME

Section 1.

Premium pay equal to one and one-half the employee's regular rate of hourly pay shall be paid for hours worked in excess of eight (8) hours in a day (unless such excess hours are worked pursuant to a request initiated by the employee) or forty (40) hours in a week. For this purpose, and subject to Section 4, paid vacation, holiday and personal business leave shall constitute hours worked.

Section 2.

Selection of employees for overtime shall be as follows:

(a) if the work involved is a continuation of work in progress, it may be assigned to the employee already familiar with it;

(b) (i) each work unit (as subsequently defined) shall maintain two lists of employees. The first list shall be maintained in order of University Seniority, initially with the most senior employee first on the list. The second list shall be maintained in inverse order of University Seniority, initially with the least senior employee first on the list.

(ii) in assigning overtime to perform new work, the University shall first (1st) offer the assignment to employees in the work unit in the order their names appear on the first (1st) list, provided those employees are

qualified to do the work, except that the University need not offer it to any employee not then on the premises if the employees on the premises are qualified to do the work. When this process is completed so that an offer of

overtime has been accepted or assigned under the next paragraph, the name at the top of the list shall be rotated to the bottom.

(iii) in the event no one accepts an offer of overtime under the above procedure, the University shall assign that overtime to employees in the order their names appear on the second (2^{nd}) list, provided those employees are qualified to do the work, except that the University need not assign it to any employee not then on the premises if the employees on the premises are qualified to do the work. After an assignment of overtime is made pursuant to this procedure, the name at the top of the second list shall be rotated to the bottom.

(iv) an employee assigned overtime under paragraph (iii) shall be required to perform that work unless hardship can be shown, in which case it shall be assigned to the next person on the list, or the assigned employee is able to find a qualified substitute, then on the premises, acceptable to the University.

Notwithstanding the foregoing, the current practice for assigning overtime to Dispatchers in Safety and Security Department, as set forth in the June 27, 2011, Security & Safety Department Overtime Procedure, will continue. Following the end of each fiscal year, the parties in Labor Management Committee meetings, will discuss any issues related to the Policy and whether it should be continued.

(The June 27, 2011, Safety and Security Department policy is attached as Appendix B.)

Section 3.

If an employee is not offered overtime in accordance with Section 2, his/her remedy shall be future overtime opportunities and not back pay, unless the employee is overlooked on more than two (2) occasions within six (6) months, and each occasion has been promptly brought to the attention of the employee's supervisor.

Section 4.

Payment of overtime rates shall not be pyramided or duplicated for the same hours worked. Should certain hours qualify for premium rates under two (2) or more provisions of this Agreement, only the higher premium shall apply. Out of title pay shall not be considered premium pay for this purpose. Hours compensated at a premium rate shall not be counted as hours worked in determining premium pay under the same or any other provision of this Agreement.

ARTICLE 21
SHIFT DIFFERENTIAL

Full-time employees who are regularly scheduled to start work between 11:00 a.m. and 12 midnight shall receive an additional sixty-five ($0.65) cents per hour for all hours worked under such a schedule.

Full-time employees who are regularly scheduled to work Saturday or Sunday shall receive a shift differential of sixty-five ($0.65) cents for all such hours. Such employees are also not eligible for the shift differentials provided in the preceding paragraph. Employees whose Saturday or Sunday work is overtime are entitled only to the overtime premium.

ARTICLE 22
CALL BACK PAY

In the event an employee is called back to work after completing his or her normal work schedule and leaving the premises or is called in prior to his or her normal work schedule, that employee shall be guaranteed a minimum of two (2) hours pay at time and one-half. Additional hours worked pursuant to a call back outside the normal work schedule shall be paid at time and one-half (1 ½).

This provision shall not apply to prescheduled staff meetings in the Safety and Security Department.

ARTICLE 23
OUT-OF-TITLE WORK

Section 1.

The University shall have the right to temporarily assign employees to job classifications with higher or lower paying labor grades as the need arises. Such an assignment shall under no circumstances cause a reduction in pay for that employee and, in the event an employee is temporarily assigned to a higher paying position for one (1) week or more, that employee shall receive the greater of the minimum rate of pay in that higher labor grade or an increase of one ($1.00) dollar per hour over the employee's current rate of pay for time so spent, retroactive to the first day worked. Temporary assignments shall not be rotated solely to avoid paying the higher rate.

Section 2.

If an employee is required to perform a substantial portion of the duties of another position, in addition to their own duties, for one (1) week or more, the employee shall receive one ($1.00) dollar per hour increase, retroactive to the first day worked. Requests for out of title pay must be approved in writing by the Director of Human Resources. An employee may not receive out of title pay for more hours per week than the regularly scheduled hours of the employee who is being replaced. An employee may be compensated under this section or the preceding section, but not both.

ARTICLE 24
RETIREMENT

The University's contribution shall be 6% and employees shall contribute 1%. In the event the University increases its contribution toward retirement for the members of another union or non-represented administrative/faculty employees of the University, the University agrees to grant the same increase to the members of this bargaining unit.

An employee may discuss contributing more than 1% by contacting the Human Resources Office.

To the extent permitted by 403(b) Retirement Plan rules and regulations and if approved by the Board of Trustees, separated employees shall be provided a cash option retirement benefit. In-service distributions are allowed for employees who reach age fifty-nine and a half (59 ½).

Current eligibility standards shall continue under the TIAA Plan. Participation in the Plan shall be subject to the rules and regulations of TIAA and taxing authorities.

An employee's status is *"retired"* when an employee is no longer an active employee of St Lawrence University and, at the time of separation, had at least ten years of service and

Attained Age At Separation Was At Least:	**AND**	**Combined Age at Separation + Service Was At Least:**
50		75
52		74
54		73
56		72
58		71
60		70

ARTICLE 25
REST PERIODS

Full-time employees shall be permitted a fifteen (15) minute break away from their work area once in the morning and once in the afternoon, at a time mutually agreed upon with their supervisor. Part-time employees shall receive one (1) such break during the course of their day. In addition, employees shall be permitted to take care of personal needs through adequate lavatory time and time for use of drinking fountains; such time shall be used for the purposes intended and not abused. Employees working with computers shall be allowed periodic breaks in concentration when needed.

ARTICLE 26
INCLEMENT WEATHER

In the event the President of the University, or his or her designee, closes the University due to inclement weather, or other emergency, all affected employees shall be notified as soon as practicable and, subject to a specific University need, shall be authorized not to report for work or to leave work early pursuant to the announced closing, as the case may be, without the loss of pay or other accruals.

Notwithstanding the limitations on the use of personal business leave contained in Article 27, any employee who is not able to report for work or who must leave work early due to inclement weather shall be allowed to use approved telecommuting time, personal business time, personal holiday time, or vacation time, provided they have any, for that purpose.

Employees shall also be permitted to take one-half (1/2) hour lunch periods to avail themselves of an additional one-half (1/2) hour travel time during hazardous road conditions.

ARTICLE 27
PERSONAL BUSINESS

Section 1.

Newly hired Full Time employees in their first year of hire shall receive, for every three (3) months of active employment completed prior to July 1, one (1) personal business day to be used before the July 1 determination of a new year of benefit time. For example, an employee hired in August will earn up to three (3) personal business days in their first (1st) year of hire prior to July 1, to be used prior to July 1.

Full-time employees with one (1) year or more of service as of July 1 of any year shall be allowed three (3) days of personal leave during the following fiscal year. Full-time employees with more than six (6) months, but less than one (1) year, of service as of July 1 of any year shall be allowed two (2) days of personal leave during the following fiscal year. Personal leave is available only to take care of legitimate personal business, such as doctor or dental appointments, legal matters, or similar items that must be scheduled during the workday; it is not intended as a supplement to vacation leave.

Provided an employee notifies his or her supervisor that the requested leave is for one (1) of the foregoing stated reasons, the employee's supervisor shall not inquire further into the reasons given by the employee without first receiving permission from the Director of Human Resources, or his or her designee, to do so.

Section 2.

Pay for such leave shall be at the regular straight time hourly rate. Personal leave will normally be taken in half (1/2) or full-day increments. Requests for use of personal leave in a one or two (2) hour segment may be made to the supervisor and shall not be unreasonably denied.

Section 3.

Except when circumstances do not permit, personal leave shall be requested of the supervisor at least three (3) workdays in advance. A request shall not be unreasonably refused.

Section 4.

Unused personal leave as of June 30 of each year shall be treated as accrued sick leave, unless the employee notifies the Office of Human Resources prior to June 30th that he or she wishes the unused leave to be paid to the employee in a separate check at the end of the first payroll period following June 30th.

ARTICLE 28
FUNERAL LEAVE

Section 1.

In the event of a death in the employee's immediate family, the employee shall be compensated at the regular straight time hourly rate of pay for scheduled time not worked during the four (4) day period following the death. An employee may choose not to use the days provided for use immediately following the death and to use them instead for purposes of attending the services when subsequently held.

Section 2.

Immediate family includes spouse, child, stepchild, foster child, son-in-law, daughter-in-law, sibling, step sibling, parent, stepparent, parent-in-law, grandparent and grandchild. For purpose of this provision, a domestic partner as defined by University policy will be treated in all respects the same as a spouse.

Section 3.
In the event of the death of an employee's brother-in-law, sister-in-law, niece or nephew, aunt or uncle, the employee may request the time off referred to in Section 1, except that only two (2) days shall be with pay and the remaining days shall be without pay.

Section 4.
Employees shall notify their supervisor as soon as possible of a need to take a leave pursuant to this provision.

ARTICLE 29
JURY DUTY

Section 1.
All employees who provide their supervisor with a copy of a notice to serve as a juror shall receive their regular pay for any time missed while so serving. The employee shall reimburse the University for any fees collected for that service, excluding mileage reimbursement, within ten (10) days of receipt of that reimbursement. The University may require evidence of the amount of reimbursement.

Section 2.
Employees shall report to work on those days or at those times when their presence as a juror is not required.

ARTICLE 30
MILITARY DUTY

Employees serving on active duty with the Armed Forces, or the National Guard shall be accorded all rights due them under state or federal law. In addition to those rights, any such employee who returns to work shall receive seniority in accordance with the Article 53, Seniority, of this Agreement.

ARTICLE 31
VOLUNTEER FIRE AND AMBULANCE CALLS

Section 1.
Full-time and part-time employees who are bona fide members of a recognized volunteer fire department or volunteer ambulance unit shall receive full pay for time spent responding to calls during normal working hours. Reasonable accommodation shall also be made for such full-time and part-time employees who are required to respond to calls at or near the start of their workday.

Section 2.
The University may require proof of membership and/or attendance at any fire or ambulance call for which pay, or other accommodations are requested.

ARTICLE 32
HOLIDAYS

Section 1.

Full-time employees shall receive the following paid holidays:

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

Regular workdays between Christmas and New Year's (up to three).

Section 2.

Each full-time employee who passes the probationary period shall also receive two personal holidays each year which may be taken anytime, provided one (1) weeks' notice is given to the employee's supervisor and scheduling permits. Wages for a personal holiday unused as of June 30 of each year shall be paid to the employee by separate check at the end of the first (1st) payroll period following June 30. Payments for the personal holiday and unused personal business leave, if any, may be combined in a single check.

Section 3.

If a holiday falls on a Saturday or Sunday, it will be observed on the day designated by the Federal or State government. If a holiday falls on a Saturday or Sunday and it is not designated by the Federal or State government, Saturday holidays will be observed on Friday and Sunday holidays on Monday. However, when Christmas Eve and New Year's Eve fall on a Friday, they will be observed on Thursday and Christmas and New Year's will be observed on Friday; when Christmas Eve and New Year's Eve fall on Saturday, they will be observed on Friday and Christmas and New Year's will be observed on Monday; when Christmas Eve and New Year's Eve fall on Sunday, they will be observed on Friday and Christmas and New Year's will be observed on Monday.

Section 4.

Employees who work on a holiday shall receive 1.5x their normal rate for those hours worked, plus a full day's allotment (based on their normal scheduled "day") of straight time for the holiday. There will be no comp holiday on a future date.

Section 5.

Holiday pay shall consist of pay at the employee's regular straight time hourly rate for the regularly scheduled number of hours (subject to summer hours).

Section 6.

To be eligible for holiday pay, the employee must be (a) regularly working, (b) must be scheduled to work during the week in which the holiday falls, and (c) must work on his or her last scheduled workday preceding the holiday and his or her first scheduled workday following the holiday. Employees not working on those days because of approved personal holiday, personal business, vacation or sick leave shall still qualify for holiday pay. However, the University may require verification from the employee's physician if the absence is due to sickness. Employees on layoff (seasonal or otherwise), leave of absence, or other leaves (e.g., disability; Workers' Compensation, etc.) shall not be eligible for holiday pay for holidays which fall during that absence.

ARTICLE 33
VACATIONS

Full-time employees shall be credited with and accumulate vacation days on the schedule below. Employees shall be deemed to have "worked," and therefore entitled to accumulate such leave, in each month (where “month” is determined by contiguous pay periods as determined by the date of the paycheck/direct deposit slip) in which that employee is paid for sixteen (16) or more full days. Paid vacation, personal business, personal holiday, paid holidays and paid sick leave will count as days worked; disability leave, and workers compensation days do not count as days worked, nor do sick bank days, unless such days are counted as FMLA days.

(a) Full-time twelve (12) month employees who, prior to July 1 of each year:

Have	May Receive
(1) less than 12 months service	5/6 day for each month of service
(2) one year but less than four years of service	10 days of paid vacation
(3) four years but less than ten years of service	15 days of paid vacation
(4) ten years or more of service	20 days of paid vacation

(b) Full-time seasonal employees who, prior to July 1 of each year;

Have	May Receive
(1) less than 12 months of service	5/6 days for each month of service
(2) one year but less than four years of service	8 days of paid vacation
(3) four years but less than ten years of service	12 days of paid vacation
(4) ten years but less than fourteen years of service	16 days of paid vacation
(5) fourteen years or more of service	20 days of paid vacation

GUIDELINES FOR ADMINISTRATION

1) Vacations are not cumulative. The University encourages vacations to be taken during the months of June, July, or August. However, vacations may be scheduled at any time during the year with the approval of the Department Head. Any earned vacation not taken by June 30th of the following year shall lapse. However, when the University's scheduling needs do not reasonably permit an employee to utilize their full vacation leave by June 30 of each year, the employee may carry their remaining time into the next year only, or be paid for that time, at the employee's discretion, at the employee's regular hourly rate of pay. Requests for such carry-over must be submitted to the Director of Human Resources, or designee, for approval.

2) If an employee is transferred to another Department, any vacation days accumulated will transfer with her/him.

3) If a University-recognized holiday to which the employee is otherwise entitled falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record.

4) Vacation pay shall be calculated by multiplying the regular straight time hourly rate the employee would receive if he/she had worked, by the number of work hours per week in his/her normal schedule up to a maximum of forty (40) hours per week.

5) In order for the initial month of employment to be counted, employment must begin before the 15th of the month.

6) Earned vacation may only be taken as of July 1 of each year. In the event of emergency or special circumstances, the Director of Human Resources may permit early use of earned vacation days. During the first fiscal year after an employee completes their probationary period, the employee will receive (pro rata, depending upon start month) up to six (6) days, (seasonal employees five (5) days) to be used in the first fiscal year of employment after completing the probationary period. These days are use or lose and not paid in event of termination.

7) Vacations normally should be scheduled on a calendar week basis. Vacations of more than two (2) consecutive weeks shall not be scheduled without special approval of the Supervisor.

8) If an employee is ill before his/her vacation is scheduled to begin, he/she will be permitted to change his/her vacation to a later date which will not conflict with departmental schedules.

9) If an employee requests vacation prior to April 30 for the following July 1 to June 30 period, and such request is granted, the University shall not, after April 30, revoke that grant. In addition, if a conflict develops between employees for the same vacation period and each employee has requested that period prior to April 30, preference shall be given to the more senior employee. If a conflict develops between employees for the same vacation period and none of the employees has requested that vacation period prior to April 30, preference shall be given on a first-come first-served basis.

10) Employees who leave in good standing and give a two (2) week notice to the Director of Human Resources shall receive their earned vacation pay. Vacation pay will not be given for periods of employment lasting less than six (6) months.

11) July 1 of each year is the benefit date for determining earned vacation time.

12) If seasonal employees intend to take vacation in June, July and August, provided otherwise scheduled to work, they shall notify the University prior to June 30 of those weeks they intend to take.

13) Requests for vacation pay [i.e. requests for advance payment when an employee is taking vacation] must be received by the employee's supervisor at least fourteen (14) days before such vacation in order that vacation pay may be paid before the vacation period begins. Requests for vacation pay (i.e. requests for advance payment when an employee is taking vacation) must be received by the employee's supervisor at least fourteen (14) days before such vacation in order that vacation pay may be paid before the vacation period begins.

ARTICLE 34
SICK LEAVE

Section 1.

Sick leave is intended for use in the event of sickness, illness, injury or treatment of sickness, illness and injury, including the receipt of medical care and diagnostic tests for such sickness or illness. Sick leave may also be used for an employee's annual physical, and any related tests. Accumulation of sick leave is permitted, as described below, to afford an employee protection in the event of an extended illness. Sick leave is not earned time off with pay and is not to be treated as such.

Section 2.

Full-time employees shall be credited with and accumulate paid sick leave on the basis of one (1) day for each month worked (where "month" is determined by contiguous pay periods as determined by the date of the paycheck/direct deposit slip). Employees shall be deemed to have "worked," and therefore entitled to accumulate such leave, in each month in which that employee is paid for sixteen (16) or more full days. Paid vacation, personal business, personal holiday, paid holidays and qualified FMLA time will count as days worked; sick days (including sick bank days), disability leave, and workers compensation days do not count as days worked, unless such day(s)/time(s) are counted as FMLA time.

Section 3.

Sick leave shall accumulate from the first month of employment, but sick leave earned during the probation period shall not be granted until after successful completion of that period.

Section 4.

Sick leave shall accumulate to a maximum of one hundred and forty (140) days.

Section 5.

An absence necessary before any sick leave is accumulated or available shall be covered under the provisions for leaves without pay per Article 37. Unused vacation or other available paid benefit time will be used to cover absences when the employee exhausts available paid sick leave before unpaid leave.

Section 6.

Up to seven (7) days of Sick leave per year may be requested when it is necessary for an employee to be absent from work to provide care to an immediate family member (i.e.; spouse, child, stepchild, foster child, grandchild, parent, step-parent, parent-in-law, grandparent, sibling, son/daughter-in-law); or domestic partner as defined by University policy. Such a request shall not be unreasonably denied. Further, an employee may use up to their accrued sick time benefit for absences that qualify under NYS Paid Family Leave.

The Union and the University agree that all other provisions in this Agreement, including the paid days off in the form of leave, compensation, other employee benefits, or some combination thereof, are in lieu of and satisfy the provisions of Labor Law Section 196-b, as enacted in the New York State Budget in April 2020, with benefits going into effect in January 2021.

Section 7.

In the case of illness occurring away from work, employees must notify their supervisor of their absence at the earliest possible time and in no event, later than the start of their scheduled workday. If necessary, the employee shall notify their supervisor at home.

When possible, the employee shall advise their supervisor of how long the absence is expected to continue. The employee shall also notify the supervisor of any change in circumstances which may affect the expected length of absence. If the duration of the absence cannot be determined, the employee shall call in each day of the illness.

Section 8.

When the University has a basis for believing an employee is abusing the sick leave benefit, it may require that employee, for future absences, to provide a doctor's statement that the employee is unable to work due to a sickness provided the employee has been put on advance notice, in writing, by the Director of Human Resources.

In addition, if an employee is absent due to sickness for three (3) or more consecutive days, the University, in its discretion, may require a doctor's statement that the employee is unable to work due to a sickness. Such a statement shall not be routinely required.

Section 9.

Employees entitled to paid sick leave shall receive one (1) day's pay for each semi-annual period (July 1 through December 31 and January 1 through June 30) in which they do not use any sick leave.

These days are earned based on payroll periods which correspond to July 1 to December 31 and January 1 to June 30.

Section 10.

Upon retirement, an employee shall be entitled to twenty (20) days payment for accrued sick leave at 100% of current wage rate. Accrued sick time above twenty (20) days up to a maximum of one hundred twenty (120) days shall be paid at 50% of current wage rate. The maximum payout at retirement under this formula is eighty (80) days.

Section 11.

CSEA SICK LEAVE BANK: The purpose of this program is to provide additional sick leave to qualified participating members who have exhausted their own sick leave and who require additional leave as a result of an unplanned, prolonged serious personal illness. This sick leave bank is not intended to provide additional sick leave time for medical situations such as common cold or flu, elective or cosmetic surgery, uncomplicated maternity disability; or minor illnesses or disabilities of any kind.

The sick leave bank is administered by a committee consisting of five (5) bank members (appointed by the union president) and the Director of Human Resources (or designee).

Decisions of the committee regarding the awarding of benefits are not subject to the grievance process. The rules and regulations of the bank, including the "Conditions" established in the remainder of this section, as well as interpretations thereof, may be changed upon the recommendation of the committee and the concurrence of the Director of Human Resources and Union President.

CONDITIONS:

1) Membership in the bank is available to all bargaining unit members.

2) Prospective members will apply for membership by notifying the committee in writing.

3) Membership is open during the month of September of each year.

4) In calculating the number of hours in a "day" for benefit purposes and the application of these guidelines the employee's regularly scheduled straight time hours paid in a payroll period are divided by ten (10).

5) Members will donate two (2) days at the time of joining and one (1) day each year thereafter to retain their membership. [In years when the Committee feels it is appropriate the requirement of a contribution by CONTINUING members may be waived.]

6) When an employee has no sick leave time to contribute to join or maintain membership that individual can elect to have personal business, extra holiday, or vacation accrual time converted to sick leave time for the purpose of making the sick bank donation.

7) Members can voluntarily donate additional days to the Bank at any time during the year by notifying in writing a member of the Sick Bank Committee, including as part of retirement considerations. This language shall not be construed to permit a member, upon retirement, to donate time to the sick leave bank when it is time for which they did not have the option of being paid.

8) Membership may be terminated by notifying the committee in writing. An employee may rejoin the bank with the express written consent of the Sick Leave Bank Committee as defined above.

9) Membership may be continued each year without reapplication.

10) Days donated are non-refundable.

11) Any member withdrawing from the bank due to retirement, resignation, or any other reason will not be eligible to withdraw days donated. These days will remain in the bank.

12) Days that are donated do NOT count as used sick time in consideration for “well day” pay per Art. 34, section 9.

13) Only members of the bank are eligible to draw benefits.

14) A member may draw from the bank after exhausting personal sick leave.

15) When a member makes an appeal for sick leave, the committee will respond in writing within four (4) workdays after the request has been made, when possible.

16) The committee reserves the right to require a physician’s statement or other information it deems relevant in response to an appeal for sick leave, and before the granting of possible benefits.

17) Days granted to a member do not have to be returned to the bank; days granted and not used must be returned to the bank.

18) Sick leave days requested from the bank can be used for any sick leave use by a sick leave bank member as approved by his/her supervisor in accordance with the CSEA/SLU Bargaining Unit Agreement.

19) Maximum benefits granted will be specified by the committee, not to exceed 15% of the bank (per individual per incidence) at the time of application for benefits.

    i) Additional time in excess of 15 % of the bank may be granted in emergency situations with the consent of the committee.

    ii) If conditions warrant, the applicant may reapply to the committee for additional days. Benefits will be granted only as long as days remain available in the bank.

20) Benefits will apply only to days on which members would normally have been paid and are paid at the individual's current rate of pay.

21) If the bank should be exhausted in any given year, the committee may draw one additional day from each member to replenish the bank. Such action will be taken only once in any calendar year.

22) When the bank's total accumulation reaches four hundred (400) days (where "day" equals 7.5 hours), additional days shall only be drawn from the general membership based on a decision from the committee. New members will donate as required.

ARTICLE 35
WORKERS' COMPENSATION

Section 1.

The University shall continue providing Workers' Compensation coverage to employees disabled on the job in accordance with New York Workers' Compensation Law, and at no cost to the employee.

Section 2.

Workers' Compensation benefits provide eligible employees with a portion of their wages (in an amount required by law, currently two-thirds (2/3) of pay, during the period of disability. So long as an employee receives such benefits, they shall have the option of utilizing accrued benefit time, using sick leave first (1st), to supplement those benefits, up to the employee's straight time weekly wages then earned by the employee. The total of Workers' Compensation benefits and sick leave pay shall not exceed that straight time weekly wage. Information regarding the current level of the statutorily required benefit can be found at: www.wcb.ny.gov.

ARTICLE 36
DISABILITY BENEFITS

Section 1.

The University shall provide disability benefit coverage to employees disabled off the job, pursuant to the provisions of New York Disability Law, and at no cost to the employee. While collecting disability, an employee cannot perform work for another employer.

Section 2.

Nonetheless, if one-half (1/2) of an employee's straight time pay exceeds the statutory maximum, the University will pay disability benefits of one-half (1/2) the employee's straight time pay up to $350.

Section 3.

An employee who is receiving disability payments shall be deemed on a leave of absence for the period of those benefits, not to exceed twenty-six (26) weeks. An employee who is not able to return to work at the end of that twenty-six (26) week period because of the continuing nature of that disability may request a leave of absence under Article 37, Leaves of Absence, for up to another twenty-six (26) weeks. Such a request must be made at least four (4) weeks before the expiration of the disability benefits, if possible. If the employee's physician is not able to determine the continuing nature of the disability at that time, thus preventing the employee from providing four (4) weeks' notice for his/her request for an extension, the employee shall notify the University of his/her request at the earliest possible time.

Section 4.

So long as an employee is receiving the above disability benefits, he or she shall:

(a) have the option of utilizing accrued benefit time, using sick leave first (1st), to supplement those benefits, up to the employee's straight time weekly wages then earned by the employee. The total disability benefits and sick leave pay shall not exceed that straight time weekly wage;

(b) continue to accrue seniority.

Section 5.

All regular full-time employees are eligible to participate in the University's Long-Term Disability Plan. There is a one-year waiting period for participation by new employees unless they are covered by a similar plan with an immediate former employer. Cost for this coverage is shared between the University and the employee (50% paid by SLU and 50% paid by the employee).

ARTICLE 37
LEAVES OF ABSENCE

Section 1.

Each regular and full-time employee with at least one (1) year of continuous service with the University shall be eligible for a leave of absence of up to one (1) year without pay. Among the reasons for which an employee may seek an unpaid leave of absence are child rearing and to fill a temporary exempt vacancy at the University. Requests shall be made in writing to the Director of Human Resources. After consultation with the employee's supervisor, the Director of Human Resources shall decide to grant or deny the request. Such requests shall not be unreasonably denied. In the case of a denial, a grievance may be filed and then accelerated immediately to the third (3rd) step. Unused vacation or other available paid benefit time (except Sick time) will be used first (1st) before unpaid leave. Please refer to Sick & Vacation articles for impact on accruals during an unpaid leave.

A leave for child rearing may be requested by either a male or female employee for the care of natural children less than one (1) year old or newly placed adoptive children of any age. Such leave shall normally be for six (6) months. Multiple applications for child rearing leave for the same child may be granted if there are compelling reasons.

Section 2.

No benefits, including seniority, shall accrue to an employee during an unpaid leave of absence. Such an employee may, however, continue participation in the University's Health, Major Medical and Life Insurance

programs at his or her own cost during the period of the leave, provided the premiums for such coverage are paid to the University in advance, on a monthly basis.

Section 3.

(a) The University shall seek to fill any vacancy created by an employee on an approved leave by a temporary appointment to that position, from within or without the University. If the University is unsuccessful in finding a temporary replacement after a diligent attempt, it may fill the position with a permanent appointment. Whenever a vacancy created by a leave is filled from within the University, the University may appoint to the resulting vacancy a temporary employee.

(b) If the vacancy has been filled by a temporary appointment, upon expiration of the employee's leave, the employee shall be returned to his or her original post. If the vacancy has been filled by a permanent appointment, upon expiration of the employee's leave, the employee shall be returned to a position of like status and pay as the employee's original position.

(c) In the event an employee's job has been eliminated or reduced from full-time to part-time status during their leave, the layoff and recall provision of Article 54, Layoff & Recall shall be applied in conjunction with paragraph (b) in determining the position to which they return.

Section 4.

An employee who, during a leave of absence, is employed elsewhere without prior written permission of the University or who fails to return immediately upon expiration of his or her leave of absence, shall be deemed a voluntary quit.

Section 5.

An employee on an approved leave of absence shall neither lose accrued seniority (subject to Article 53, Seniority) nor accrue additional seniority, during the period of leave.

Section 6.

Extensions of a leave of absence may be granted by the University in its discretion. Notwithstanding the provisions of Article 58, Grievance and Arbitration, the University's decision to grant or refuse an extension of a leave shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 38
BENEFIT INFORMATION

The University shall provide each employee, on the SLU Portal, with a statement of their accrued and unused sick leave, vacation leave, personal days, and personal holidays.

ARTICLE 39
HEALTH INSURANCE

Section 1.

The University shall provide a co-pay and deductible group health plan to include prescription drug coverage with extended dependent coverage to age twenty-six (26) as required by law. The University will also offer a High-Deductible Health Plan (HDHP) with a Health Savings Account (HSA) with Aetna as claims administrator.

The University shall continue in place a §125, Internal Revenue Code, plan for employee payment of their share of health insurance premiums with eligibility to participate in Section §125 reimbursement accounts. This plan shall be subject to, and conditioned on, compliance with §125 and all applicable Internal Revenue Service rules and regulations.

(A) Copay & Deductible Option (Hybrid)

The University shall contribute towards the cost of individual coverage for the health insurance program for full-time active employee's effective the 1st of the month following sixty (60) days of employment. For the Hybrid Plan, employee's co-premium contributions for those with Single coverage shall be 7.5% of the total premium. Continuing through the life of this Agreement, eligible employees electing dependent coverage under the Two-person or Family options shall contribute towards the cost of coverage an amount equal to 50% of the additional cost of the Two-person or Family coverage options as determined annually by the University. A new Tier [Employee + Child(ren)] will be offered at the same cost sharing formula as Two-person and Family coverage options.

(B) **HDHP/HSA Option**

For those employees selecting the HDHP/HSA plan, the University shall contribute towards the cost of individual coverage for those eligible employees. For the High-Deductible Health Plan, employees' co-premium contributions for those enrolled for Single coverage shall be 7.5% of the total premium. Continuing through the life of this Agreement, eligible employees electing dependent coverage under the Two-person or Family options shall contribute towards the cost of coverage an amount equal to 50% of the additional cost of the Two-person or Family coverage options as determined annually by the University. A new Tier [Employee + Child(ren)] will be offered at the same cost sharing formula as Two-person and Family coverage options

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The University will contribute an annual amount of $1,000 for those employees for Single coverage and $2,000 for those employees enrolled for dependent coverage into a health savings account (HAS) at Key Bank. The University will prefund the first (1st) three (3) month's installments of the annual contributions for all new participants in the Plan. The balance of the annual contribution will be deposited in equal installments each pay period over the rest of the calendar year. (Thereafter, the University's contribution will be in equal monthly installments over the full year). Late entrants in the Plan will receive a pro-rated University contribution. Employees have the option of contributing towards their HSA on a pre-tax basis. Contributions may not exceed the annual limits as defined by the IRS. In emergency cases, an employee can request an advance of the University's contribution. To the extent permitted by law, if an employee terminates before fully earning the University contribution, the University will be entitled to seek repayment.

The University may combine the bargaining unit with others for the purposes of insurance rates.

C) **Reopener**

The University may reopen the contract with respect to health insurance coverage in the event the monthly premiums for bargaining unit coverage increase by more than 15% from the prior plan year. During such reopener(s) the remainder of this Agreement will remain in full force and effect.

During the life of this Agreement either party may, on an annual basis, approach the other party to informally discuss health insurance, but no changes can result from those discussions unless mutually agreed.

Section 2.

The University shall continue to pay its share of premiums on the comprehensive health plan and prescription drug program to a maximum of twenty-six (26) weeks during fifty-two (52) consecutive weeks in the event of an employee's absence from work while on disability or Workers' Compensation. To the extent permitted by the insurance carrier, employees absent from work due to disability or Workers' Compensation beyond this six (6) month period shall be allowed to continue coverage at their own expense.

Section 3.

Full-time seasonal employees are responsible for their share of health and prescription drug premiums for comprehensive group health plan coverage during their non-working time; such employees may elect continuation of dependent coverage on the same basis provided to active employees. Missed health insurance premiums due to the seasonal time away will be deducted from paycheck(s) upon the employee's return to work.

Full-time employees on layoff other than seasonal layoff may continue coverage under the comprehensive group health plan and prescription drug program during periods of layoff so long as they continue to have recall rights. Coverage may be continued only at the employee's own expense, without University contribution, as billed by the University.

Upon the expiration of an employee's recall rights, all entitlement to coverage, even at the employee's own expense, shall terminate except as required by COBRA.

Section 4.

Employees who regularly spend a substantial portion of their time working with computers shall be entitled to a reimbursement of up to $300 effective upon ratification of the contract), in any two (2) year period, for amounts not otherwise covered by the insurance, towards the purchase of Lasik eye surgery, prescription eyeglasses or other prescription corrective lenses, and eye examinations.

Section 5.

Subject to legal requirements effective January 1, 2006, full time (including seasonal) employees otherwise eligible for individual coverage at the University's expense who present evidence to the University of alternative coverage, can annually opt out (using University created waiver form) of that individual coverage and receive an annualized payment from the University of $1,000 for doing so. (This opt out amount is based on full individual premium cost savings and will be pro-rated based on reduced University costs (e.g., early separations/late arrivals). The opt out payment will be made semi-annually ($500 on or before last full pay period in June and last full pay period in December, at the end of each semi-annual waiver period).

Reinstatement in the plan will be on such terms as permitted by the health plan, except that payment of the opt out payment by the University will end upon it again incurring a premium charge from the health plan for that employee (i.e., employee cannot "double dip" by getting opt out payments and reinstatement in health plan).

ARTICLE 40
LIFE INSURANCE

The University shall provide to active employees under the age of sixty-five (65) life insurance in the amount of one (1) times the employee's salary (to the next $1,000, i.e., an employee receiving an annual salary of $13,200 would receive life insurance of $14,000), but in no event, less than $5,000.

Active employees sixty-five (65) or older shall receive life insurance equal to the following percentage of their salary:

65 but less than 70	(67%)
70 but less than 75	(45%)
75 but less than 80	(30%)
80 or older	(20%)

Upon retirement, an employee shall continue to receive life insurance coverage at the University's expense in an amount equal to the listed multiple (based upon the employee's age at death) of the employee's salary immediately prior to retirement:

Age at Death	Multiple
less than 65	1.0
65 but less than 70	(67%)
70 or over	(Flat $5,000)

An employee is considered "retired" upon terminating their employment with the University and withdrawing from the workforce, provided they had reached the age of sixty-two (62) and have at least ten (10) years of continuous service at the University.

ARTICLE 41
EDUCATIONAL BENEFITS

Section 1.

So long as they remain employed by the University, full-time employees may take up to one (1) course per semester, tuition-free, at the University provided: (a) the employee meets the requirements imposed upon all candidates for enrollment and is permitted to enroll by the University's Admissions Office; and (b) the scheduling is approved by the Director of Human Resources. The scheduling decision of the Director of Human Resources shall be subject to the Grievance and Arbitration procedure.

Included in this benefit is up to two (2) courses of cross registration in the Associated Colleges of St. Lawrence Valley Cross-Registration Program, so long as the University continues to participate in that program and subject to the rules and regulations of that program.

This benefit includes graduate courses offered by St. Lawrence University. In addition, it includes graduate courses available through cross registration in the Associated Colleges of St. Lawrence Valley Cross

Registration Program, to the extent and so long as that Program permits the University to cross register for graduate courses on the same basis permitted for undergraduate courses.

In order for an employee to receive their full pay for any week in which he/she attends classes during the workday under this section, the employee must make up that lost time in the same week. Verification of made up time may be required by the University.

Pursuant to these same conditions, employees who matriculate shall be permitted to take up to two (2) courses per semester (and one course per winter term, so long as it exists), tuition-free.

Section 2.

Dependent children (pursuant to IRS regulations) of full-time employees are accepted for admission by the University's Admissions Office may matriculate at St. Lawrence University tuition free. This benefit is available only so long as the employee-parent remains a full-time employee and is limited to the number of semester units minimally required to obtain a baccalaureate degree or successful completion of the requirements for a baccalaureate degree, whichever occurs first. Students may be required to apply for NYS grants, e.g. TAP awards.

Dependent children (pursuant to IRS regulations) of full-time employees may take one (1) University course per summer session, tuition-free, subject to University and faculty approval, provided (a) the courses are taken during the first (1st) five (5) summers after High School graduation, (b) the student is not a matriculated student at the University, and (c) the student is a non-High School student at the time the courses are taken. This benefit is available only so long as the employee-parent remains a full-time employee.

A spouse of a full-time employee may take course(s), tuition free, subject to University and faculty approval, as listed below. This benefit is available only so long as the employee spouse remains a full-time employee. Taxes as applicable are the responsibility of the employee.

Non-matriculated student (spouse): one (1) undergraduate or graduate course per semester and per summer session. Matriculated student (spouse): up to two (2) undergraduate or graduate courses per semester, one (1) per summer session

Dependent children (per IRS regulations) of full-time employees will be eligible to participate in The Tuition Exchange Scholarship program, so long as the University participates in that program and the program permits such participation. Participation will be on such terms as are established by The Tuition Exchange.

Section 3.

Benefits under this Article do not extend to fees other than tuition, nor, with the exception of cross-registration benefits provided in Section 1, do they extend to any other institution.

Section 4.

Any decision of the University's Admissions Office concerning a matriculating employee or dependent shall be final and shall not, under any circumstances, be subject to this Agreement's grievance and arbitration provision. Decisions concerning non-matriculating students may be appealed to the University President, or his or her designee; the decision of the President or designee shall be final and shall not, under any circumstances, be subject to this Agreement's grievance and arbitration provision.

Section 5.

(a) An employee otherwise entitled to benefits under Section 1 and 2 who subsequently is laid off, shall be permitted to continue to receive those benefits for the remainder of the semester in which the layoff occurs.

(b) In the event of the death or permanent total disability of any employee who, at that time, had an enrolled dependent receiving benefits under Section 2 and,

(1) had less than ten (10) years of service with the University, the enrolled dependent shall be permitted to continue receiving the benefits of Section 2 for the remainder of the academic year in which the death or such disability occurred;

(2) had ten (10) or more years of service with the University, the enrolled dependent shall be permitted to continue receiving the benefits of Section 2.

ARTICLE 42
PROFESSIONAL DEVELOPMENT

It is the University's intention to encourage employees in their professional development and to provide opportunities to its employees to accomplish that objective. When professional development opportunities arise which the University feels are appropriate for its employees, it shall provide access to those opportunities in a fair and equitable manner.

ARTICLE 43
COMMUNICATIONS

So long as the University has sufficient technology and capacity, the Union shall have the right to communicate notices concerning Union meetings, social affairs, elections, and other Union business over the University's email system via a Listserve or Distribution Group created for that purpose. All such communication shall be submitted in advance to the Director of Human Resources (or designee). Under no circumstances shall derogatory statements about the University be sent. Use of the email system is subject to the University's generally applicable computer use policies.

ARTICLE 44
BOOKSTORE

Upon completion of their probationary period, employees covered by this Agreement shall be entitled to the same discount for Campus Bookstore purchases made available by the University to the Faculty and Administration.

ARTICLE 45
PARKING

Parking will be made available to bargaining unit members in areas generally made available to staff.

ARTICLE 46
IDENTIFICATION CARDS

Employees covered by this Agreement shall be issued identification cards which shall entitle them to the same identification card use privileges as provided by the University to Faculty and Administration.

ARTICLE 47
PERSONNEL RECORDS

Section 1.

Employees shall be entitled to review the contents of their personnel files provided arrangements are made in advance with the Office of Human Resources and a mutually convenient time is agreed upon.

Section 2.

Employees shall be permitted to submit to the Director of Human Resources a rebuttal to derogatory material contained in their personnel file, to be included in their file, provided that rebuttal does not exceed two pages in length.

Section 3.

Employees may request that derogatory material other than performance evaluations and discipline be removed from their personnel file after a period of two (2) years and provided during that period there has been no reoccurrence of an incident of a similar nature it shall be removed.

ARTICLE 48
SAFETY

Section 1.

The University shall continue to be empowered to make reasonable rules and provisions for the safety and health of its employees. The University shall notify the Union of any changes in or additions to safety rules.

Section 2.

Two (2) members of the bargaining unit shall be selected to sit on the campus-wide Safety Committee, so long as that committee is in existence. They shall receive minutes of the meetings on the same basis as other members. When representatives participate in Committee meetings during working hours, it shall be with pay. The President of the Union may recommend to the President of the University (through Human Resources) names for consideration.

ARTICLE 49
PHYSICAL EXAMINATIONS

Section 1.

The University, through the Office of Human Resources, reserves the right to require a physical examination of an employee at the Health Service or other designated area in the following cases: (1) upon return from an illness of two (2) weeks or more; (2) after exposure to a communicable disease; (3) after undergoing surgery, or from an injury necessitating absence of one (1) day or more; (4) under other reasonable circumstances.

Section 2.

An employee shall have the option of having the examination performed by his or her personal physician at their own expense. Employees who choose to obtain a statement of health from a physician of their choice should present it to the University Health Service.

ARTICLE 50
RULES AND REGULATIONS

Section 1.

The University may promulgate reasonable rules and regulations not inconsistent with the provisions of this Agreement. At least two (2) weeks prior to implementation of any such rule or regulation, unless the circumstances reasonably require the University to act on shorter notice, the University shall notify the Union and provide the Union with an opportunity to discuss the proposed rule. Following expiration of that two (2)

week (or shorter period if the circumstances reasonably require), the University may implement the proposed rule or regulation.

Section 2.

Should the Union consider any proposed rule or regulation unreasonable or in conflict with this Agreement, it may pursue the matter under the grievance procedure.

ARTICLE 51
NEW TECHNOLOGY

In the event the University introduces new technology which results in the layoff of any employee or a substantial reduction in the hours of work available for any employee, the University shall so notify the Union one (1) month in advance. In such event, the University shall meet with the Union, upon receipt of a timely demand, to negotiate the impact of the introduction of that technology on the employees involved, including specifically the availability of retraining opportunities for employees affected by the new technology, in an attempt to avoid layoffs and/or demotions, and preferential hiring of such employees for any vacant positions. Introduction of that technology shall not be delayed, beyond the one month notice period, due to negotiations over its impact.

The University recognizes the importance of training for employees with respect to the introduction of new technology on campus. Towards that end, it shall provide such training as it deems appropriate for employees. Time spent in training that is required by the University shall be paid by the University at the employee's straight time rate.

ARTICLE 52
SUBCONTRACTING

The University shall provide the Union with three (3) months' notice of any decision to subcontract work which will result in the layoff of employees qualified to do the work or which occurs while employees qualified to do the work are on layoff. This notice obligation shall be triggered when the University begins to seriously consider such a subcontracting option. During this period, the Union shall have the opportunity to offer and discuss alternatives to subcontracting with the University, but such discussions shall not require any delay, beyond the three (3) months' notice period, in implementation of the University's decision. Upon a timely demand by the Union, the University shall negotiate with the Union the impact of such a subcontracting decision, including specifically the availability of retraining opportunities for employees affected by the subcontracting, in an attempt to avoid layoffs and/or demotions, and preferential hiring of such employees for any vacant positions.

ARTICLE 53
SENIORITY

Section 1.

For purposes of this Agreement, employees shall accrue only University Seniority. University Seniority is the length of continuous service while on the University payroll, whether in or out of the bargaining unit, from the employee's latest date of employment. Beginning July 1, 2011, employees will no longer accrue seniority on an hourly basis and from that point forward Seasonal and Non-seasonal employees will accrue

seniority on the same basis (e.g., a full year of service as a full time Seasonal earns the same seniority as the full year of service as a full time Non-seasonal).

Section 2.

Subject to Section 3, employees shall lose seniority for the following reasons:

(a) discharge without reinstatement;

(b) voluntary quit, resignation or retirement;

(c) continuous layoff in excess of twelve (12) months;

(d) failure to contact the immediate supervisor within three (3) working days of receipt of a written notice to the employee, sent certified mail to the employee's last known address, of a recall;

(e) failure to return to work within five (5) working days of receipt of a written notice to the employee, sent certified mail to the employee's last known address, of a recall, unless a longer period of time is agreed to by the University and the employee;

(f) failure to return to work immediately upon the expiration of any authorized leave of absence; or

(g) failure to notify the immediate supervisor of the reason for any absence for three (3) consecutive work days, except in emergency situations in which notice cannot be given.

Section 3.

An employee whose employment with the University has ended for any reason other than discharge, and who is subsequently rehired by the University into the bargaining unit, shall:

(a) if rehired within one (1) year, regain their previously attained seniority (no seniority shall accrue for the period not employed in the unit) upon completion of a thirty (30) day probationary period (subject to a thirty (30) day extension); or

(b) if rehired within two (2) years, regain their previously attained seniority (no seniority shall accrue for the period not employed in the unit) after a three (3) month probationary period.

Section 4.

A temporary employee who is made permanent shall receive seniority credit to the first (1st) date of hire of that employee provided there has been no break in continuous service of more than two (2) weeks.

ARTICLE 54
LAYOFF AND RECALL

Section 1.

The University recognizes that attrition, and not layoffs, is its preferred means for responding to reduced work requirements. When the University determines that a layoff is warranted, it shall identify the position(s) to be eliminated and inform the union leadership. The process will be implemented in accordance with this Article.

Section 2.

In the event the layoff is to be more than two (2) weeks in duration, layoffs shall be made as outlined below:

A. The employee(s) in the affected position shall be identified for layoff;
B. If the employee(s) identified for layoff has more seniority than others in the bargaining unit, they may exercise their seniority to bump the employee with the least seniority provided they have the skills to be successful in the position starting specifically at the bottom of the seniority list. In most cases, the least senior bargaining unit member will be the employee laid off;
C. Specifically, the employee(s) identified for layoff may displace the **least senior employee** based upon University seniority, of the same status (i.e. full-time or part-time, regardless of job level or seasonal work time), whose job, in the judgment of the University, the more senior employee is qualified to perform with minimal or no training. In that event, that less senior employee shall be laid off. If the more senior employee is unwilling to accept that job, they shall forfeit any right to bump and shall be the employee laid off.
D. Union officers have "super seniority" as outlined under Section 8.

Example I: *Employee A is in a position identified for layoff. Employee A has more seniority than others in the bargaining unit, therefore, Employee A may displace the least senior employee Z of the same status (FT/PT, job level does not matter) if qualified to do the job with minimal training; Employee Z is laid off.*

If Employee A is unwilling to accept the job, Employee A is laid off and forfeits any right to bump.

(1) In the event, there are multiple positions determined for layoff, the employees in those positions will be identified for layoff and the bumping procedure shall be applied to those employees in order of University seniority beginning with the most senior employee.

(2) Specifically, the most senior employee identified for layoff may bump into the position held by the bargaining unit employee with the least University seniority, provided they are qualified to perform that position with minimal or no training and that employee is laid off.

Then, the next most senior employee identified for layoff can bump into the position held by the next least senior employee and provided they are qualified to perform the duties with minimal or no training, they bump that less senior employee. The process continues in this manner until the employees identified for layoff have exercised their bumping rights in the order of most senior to less senior.

(3) Only if the employee identified for layoff is not qualified for the position of the least senior employee with minimal or no training, he or she may bump the next least senior employee on the seniority list (of the same status, FT or PT) provided he or she is qualified for that position with minimal or no training. This process will continue until the employee identified for layoff is qualified (with minimal or no training) to bump an employee with less University seniority, or she or he elects not to proceed further with the process.

Whenever the employee identified for layoff has the opportunity to bump under this Article and is unwilling to do so (or unwilling to proceed further with the process), that employee shall

forfeit any right to bump and shall be the laid off employee.

Example II:

	Bump Order
Employee A, FT, 12 months, Level 14, Seniority Date 10/1977	(1)
Employee B, FT, 10 months, Level 15, Seniority Date 8/1983	(2)
Employee C, FT, 12 months, Level 16, Seniority Date 6/1986	(3)
Employee D, FT, 10 months, Level 14, Seniority Date 2/1987	(4)
Employee E, FT, 10 months, Level 15, Seniority Date 3/1991	(5)

Vulnerable to bump:

Employee V, FT, 10 months, Level 15, Seniority Date 12/2008	(5)
Employee W, FT, 12 months, Level 14, Seniority Date 1/2009	(4)
Employee X, FT, 12 months, Level 15, Seniority Date 6/2009	(3)
Employee Y, FT, 12 months, Level 15, Seniority Date 12/2010	(2)
Employee Z, FT, 10 months, Level 15, Seniority Date 7/2011	(1)

Process from Example II:

- Employee A bumps Employee Z and employee Z is laid off;
- Employee B bumps Employee Y and employee Y is laid off;
- Employee C bumps Employee X but if Employee C does not have the skill to do the job, that Employee C moves on and next bumps Employee W and Employee W is laid off and Employee X remains*
- Employee D bumps Employee X but if cannot do the job, moves on to bump Employee V…

*As illustrated in the example process above, the employee with the most seniority starts the bumping process with the position held by the employee with the least seniority (of the same status). Only in the event that more senior employee is unqualified for the least senior employee's position, that employee may move up to try to bump the next least senior employee. In the example above, Employee C is not qualified to perform Employee X's position with minimal or no training, and therefore moves on and may bump Employee W; if Employee C is qualified for Employee W's position with minimal or no training, she must take that position or forfeit her rights and be laid off; if she is not qualified for Employee W's position with minimal or no training, she may bump Employee V; and so on up the list until she finds a position that she is qualified to perform with minimal or no training or she no longer has more University seniority than the remaining employees on the list. Subject to section 3, the employees who were bumped under the process above are laid off and eligible only for temporary positions subject to recall.

Section 3.

In the event an employee who was bumped has more seniority than an employee of the same status who remains employed (meaning, they were bumped because the more senior employee who was identified for layoff was not qualified for a less senior employee's position and less senior employee(s) remain active), the University will permit one more opportunity for the more senior bumped employee to bump into the position, starting with the least senior employee, and limited to the number of positions on the seniority list equal to the total number of position eliminations (i.e. if seven positions are identified for layoff, the second round of bumping shall be limited to the seven least senior positions in the bargaining unit as of the date of the initial

bumping), provided they have the skills required for the position and can perform the duties with minimal or not training. If they are not qualified for a position held by one of the less senior employees and limited to the total number of position eliminations, they are laid off.

Example III:

Following the specifics from Example II above, Employee X remains while other more senior employees were bumped.

- Employee V and W were laid off;
- Starting with the employee with the most seniority, Employee V may bump Employee X who remained after the first bumping process and provided they are qualified to do the job and Employee X is laid off;
- If Employee V is not qualified for the job, Employee V is laid off and Employee X remains;

- If there are multiple employees with more seniority who are laid off and there are less senior employees remaining, those employees may bump a less senior employee, starting with the least senior employee, provided they have the skill and ability to perform the work.

Section 4.

A more senior employee who exercises his or her right to bump into another position shall be paid while in that position the higher of the minimum rate for that position or their rate at the time of the layoff. While in their new position, such employee shall continue to maintain their wage rate until such time the maximum of the position range provides room for a wage increase under the conditions of the agreement at the time;

Subject to Section 11, in the event a vacancy subsequently arises in any unit position and notwithstanding (Article 13, Transfer & Promotion), the University shall have the right to require an employee who has exercised their right to bump under the paragraph above to fill that vacancy (at the higher of the minimum rate for that position or their current rate), provided they are qualified, and the position is of the same status (i.e., full-time or part-time), or retain the position then occupied at that position's lower, regular rate of pay; the University shall continue to have this right until such time as the employee fills a position with the same grade level as they held at the time of the layoff or the employee elects to remain at the lower graded position;

An employee displaced shall be offered any temporary clerical/secretarial position then existing, except those in grant programs, provided that, in the judgment of the University, the employee is qualified and willing to perform the work.

Section 5.

The Union shall be notified of any impending layoff at least four (4) weeks in advance in order to provide it an opportunity to present to the University the qualifications of any employee whose position is to be eliminated.

Section 6.

The University and Union acknowledge the experimental nature of the procedure outlined in Section 4 and agree that it shall expire of its own terms on June 30, 2026, unless renewed by express written agreement of the parties.

Section 7.

In the event the hours of work for any position are reduced to such an extent as to alter that position from full-time to part-time, the employee in the affected position may displace that full-time employee in the same grade level with the least University seniority whose job, if any, in the judgment of the University, the more senior employee is willing and qualified to perform with minimal or no training. The displaced employee shall be offered the resulting part-time position, provided that in the judgment of the University, the displaced employee is willing and qualified to perform the work of that position with minimal or no training.

Section 8.

In the event of a layoff, officers of the Union, while holding office, shall be deemed to have the greatest seniority among all employees. Officers covered under this provision are the President, Vice-President, Secretary, Treasurer and Chief Steward.

Section 9.

Affected employees shall be notified as early as practicable of any layoff, and, in any case, shall be given at least four (4) weeks' notice.

Section 10.

(a) Only after application of Article 13, Transfer & Promotion for actively working employees, and only after application of Section 4, any employee on layoff, or in a temporary position pursuant to Section 4, shall be offered to apply for any permanent vacancy that arises in the bargaining unit which is of the same grade level or lower and the same status (i.e., full-time or part-time) as the position they held prior to the layoff, provided the employee is qualified and willing to perform that job and the employee has not lost his/her seniority under Article 53, Seniority before the University opens the position externally.

An employee who receives a position pursuant to this paragraph shall continue to be subject to its preference until such time as they receive a position of the same grade level and status as the position they held prior to the layoff.

(b) In the event there is more than one (1) employee who qualifies for a permanent vacancy under paragraph (a), the vacancy shall be awarded to the employee with the greatest University seniority, except that an employee who has refused a position under paragraph (a) shall be deemed the least senior employee affected by the layoff as of the date of the refusal.

Section 11.

In the event a recall occurs in a laid off employee's former position (i.e. the employee accepted the layoff and did not utilize the bumping process) the employee laid off shall be notified in writing and rehired first, unless such employee has lost his/her seniority under Article 53, Seniority.

Section 12.

Whenever an employee is to be offered a permanent vacancy under Section 10 or a recall is to occur, the Union shall be notified at least one (1) week in advance, when practicable, and be provided an opportunity during that period to discuss the employee involved.

Section 13.

Employees hired as seasonal employees shall not be covered by the provisions of this Article with respect to seasonal layoffs.

ARTICLE 55
STRIKES, PICKETING AND LOCKOUTS

Section 1.

During the term of this Agreement there shall be no strikes, work stoppages, work slowdowns or other concerted refusals to work, regardless of whether the basis for such work refusal is an arbitrable dispute or not.

Section 2.

During the term of this Agreement, there shall be no picketing with respect to arbitrable disputes. In addition, there shall be no picketing with respect to non-arbitrable disputes until such dispute has been raised by the Union and discussed at a Labor-Management Committee or Safety Committee meeting, as is appropriate. Any picketing permitted shall be solely for informational purposes.

Section 3.

Any employee engaging in activity prohibited by Sections 1 or 2 of this Article, or who causes, instigates, encourages or condones such activity, shall be subject to discipline, including discharge. The parties recognize that Union officers and stewards have an added responsibility to comply with the terms of this Agreement and to lead, in that respect, by example. In the event an officer or steward violates this Article and is disciplined for so doing, the University may reasonably take into account any breach of that responsibility in determining the level of discipline appropriate.

Section 4.

In the event, any activity prohibited by Sections 1, 2 or 3 of this Article does occur, the Union shall make every reasonable affirmative effort to prevent or terminate that activity, including but not limited to advising the employees in writing, upon the request of the University, that such activity is in violation of this Agreement and that those participating in such activity may be subject to discipline. The Union's failure to so notify the employees within a reasonable period (not to exceed forty-eight (48) hours) following receipt of the University's request shall be deemed condonation of the prohibited activity by the Union.

Section 5.

The University agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 56
LABOR-MANAGEMENT COMMITTEE

Section 1.

To ensure open communication on issues of importance to the University and the Union, there shall be created a Labor-Management Committee. This Committee shall consist of up to three representatives of the Union (at least two (2) of whom must be employees) and up to three (3) representatives of the University. The Committee shall be limited to job-related issues not covered by the grievance procedure, including the development of appropriate recommendations in the area of safety and equal employment and affirmative action concerning minorities, women and persons with disabilities.

Section 2.

A meeting shall be scheduled once each month during working hours, unless both parties agree to forego such a meeting.

Union representatives of the Committee shall be allowed reasonable time off, subject to work requirements, to attend. Such time off shall be with pay, up to a total, for all Union representatives, of nine (9) hours per calendar month. This allotment of paid time off shall not be cumulative and shall expire at the end of each calendar month, whether used or not.

In the event, additional meetings are desired, either party may request them and the other shall not unreasonably refuse to meet. These additional meetings shall be held during non-working hours and Union representatives shall receive no pay for attendance.

ARTICLE 57
DISCHARGE AND DISCIPLINE

Section 1.

Employees retained beyond the probationary period shall be discharged or otherwise disciplined only for just cause. The University's determination of cause shall be subject to the grievance and arbitration procedure.

Section 2.

Unless the University's determination of cause is processed through the grievance procedure within ten (10) working days of the announcement or imposition of any discipline, whichever occurs first (1st), such determination shall be conclusively deemed as taken for just cause.

ARTICLE 58
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

A grievance shall be defined as a claimed misinterpretation, inequitable application or alleged noncompliance with an express provision of this Agreement.

Section 2.

Step 1. Within ten (10) working days after the employee becomes aware, or should have become aware, of the contract violation giving rise to the grievance, the grievance must be presented to the employee's Department Head. The grievance shall be in writing at this Step, shall state the facts giving rise to the grievance, the contract provision violated, and the remedy sought, and shall be signed by the individual allegedly aggrieved by the University's action. The Department Head shall respond to the grievance in writing within five (5) working days of its submission.

Step 2. If no satisfactory adjustment is reached at Step 1, the grievant may appeal the decision to the University Office of Human Resources within five (5) working days after receipt of the Step 1 reply. Within ten (10) working days of receipt of the appeal, a meeting on the grievance will take place with the grievant, steward, and/or Union representative, and the University Director of Human Resources, or her/his designee, in an effort to resolve the grievance. Within five (5) working days of this meeting, the Director of Human Resources, or designee, shall reply to the grievance in writing.

Section 3.

Unless otherwise provided in this Agreement, the University's written answer at Step 2 of the grievance procedure may be appealed by the Union to arbitration by notice in writing to the American Arbitration

Association ("AAA") requesting processing in accordance with AAA's voluntary labor arbitration rules, with a copy delivered to the Director of Human Resources, both within thirty (30) calendar days of the date of delivery of the Step 2 answer. Grievances shall not be consolidated for hearing before the same arbitrator unless the parties mutually consent in writing to AAA.

Section 4.

The parties recognize the importance of pursuing grievances in a timely fashion. For that reason, the time limits contained in this Article for the initiation and appeal of grievances shall be strictly adhered to and shall not be deemed waived except by mutual written agreement of the parties. In the event the University does not answer a grievance within the specified time limit, the grievant must move the grievance to the next step or waive it. Grievances not initiated or appealed within the time limitations and in the manner set forth herein shall be deemed waived and barred from further processing. The failure to enforce this provision with respect to any grievance shall not be considered by an arbitrator as a waiver of the right to enforce it with respect to any future grievances.

Section 5.

The arbitrator shall have no authority to alter, amend or modify this agreement, or to imply any obligation not expressly set forth herein and his/her decision shall be final and binding. No award shall be retroactive beyond the date of the contract violation. Where an arbitrator provides an award of back pay, the arbitrator shall consider whether that back pay award shall be reduced by the amount of any interim receipts of money.

Section 6.

The arbitration award rendered in accordance with this Agreement shall be final and binding on the University, Union and employees concerned. The expenses and fees of the arbitrator shall be shared equally by the University and the Union. The cost of the transcript of any hearing shall be paid by the party ordering it; if both parties desire it, the total cost shall be shared equally. All other expenses shall be paid by the party incurring them. Either party may be represented by counsel.

Section 7.

The grievant and up to two (2) Union representatives shall be paid for lost time, during regular working hours, for attending Step 2 grievance hearings or arbitrations.

Section 8.

Any settlement between the University and the Union at any stage of the grievance or arbitration procedure shall be binding on the University, the Union and the aggrieved employee or employees.

Section 9.

An employee asked to perform work which he or she reasonably believes jeopardizes their health or safety, or involves illegal or immoral conduct, shall be given a reasonable opportunity to discuss that matter with a steward before performing such work.

Section 10.

An employee who is called to a meeting with his/her supervisor who reasonably believes that such meeting could lead to the imposition of discipline, has the right to attend the meeting with a steward. This right does extend to a meeting the purpose of which is merely to advise the employee of disciplinary action previously determined.

ARTICLE 59
SEVERANCE PAY

In the event an employee's employment relationship with the University ends, the following benefits shall be available:

(a) if the relationship ends due to the employee's retirement, the employee shall be paid for any earned and unused vacation leave, personal business days and personal holidays and, pursuant to Article 34, Sick Leave, up to the amount specified therein;

(b) if the relationship ends due to layoff, in addition to the notice requirements of Article 54, Layoff and Recall, the employee shall be paid for any earned and unused vacation leave, personal business days and personal holidays;

(c) if the relationship ends due to a voluntary quit and the employee leaves in good standing with two (2) weeks advance notice, the employee shall be paid for any earned and unused vacation leave, personal business days and personal holidays;

(d) if the relationship ends due to a voluntary quit and the employee does not leave in good standing or with two (2) weeks advance notice, the employee shall be entitled to no benefit payments;

(e) if the relationship ends due to a discharge, the employee shall be entitled to no benefit payments;

(f) if the relationship ends due to the employee's death, the employee's estate shall be paid for any earned and unused vacation leave, personal business days and personal holidays.

Any payout eligible will be paid in the last check when possible (employees may change the withholding on their checks in accordance with the usual process).

ARTICLE 60
PAST PRACTICES

The parties have agreed to continue, during the life of this Agreement, the following practices as detailed below:

(a) Summer Employment: In awarding traditional student summer jobs on campus, the following order of preference shall govern:

(1) St. Lawrence University students with financial need attending Summer School;

(2) other St. Lawrence University students with financial need;

(3) all other St. Lawrence University students;

(4) for plant or food service jobs, employees in the Local 200 bargaining unit on summer layoff;

(5) children of St. Lawrence University faculty and employees who are college students;

(6) other individuals.

The Office of Human Resources shall be responsible for coordinating the hiring of students in categories (5) and (6).

(b) Flexible Hours and Absences Without Pay: Employees and their supervisors shall be permitted to mutually agree to lunch hour rescheduling outside the normal schedule (and within the bounds of the provisions of the New York State Labor Law) and to occasional, short-duration periods of time off without pay to meet special needs. In addition, an employee and supervisor may mutually agree to an occasional, short duration reschedule of work hours for purposes of employee or family preventative medical appointments where operations permit, and any missed work time is made up in the same pay week. However, nothing relating to such rescheduling or time off without pay requests and/or decisions shall be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 61
DOMESTIC PARTNER POLICY

Employees covered by this bargaining unit agreement are eligible to participate in the University's Domestic Partner Policy under the same terms and conditions as faculty and administrative staff, while that policy is in effect.

ARTICLE 62
PART-TIME EMPLOYEES

Part-time employees shall be covered by the provisions of this Agreement, except as modified below:

(a) Life Insurance: Life insurance coverage for part-time employees shall be in an amount approximately equal to their annual salary or $5,000, whichever is greater.

(b) Health Insurance and Major Medical: Part-time employees shall be permitted to participate in the University's Health Insurance and Major Medical plans completely at their own expense, without contribution from the University.

(c) Educational Benefits: Part-time employees may take up to one course per year, tuition-free under the conditions established in Article 41, Educational Benefits. The scheduling of such a course shall not interfere with the employee's work schedule unless alternative course scheduling is not available. In any event, scheduling must be approved by the Director of Human Resources and lost time made up as provided in Article 41.

(d) Holiday Pay: Part-time employees regularly scheduled to work on a designated holiday shall receive holiday pay for that day under the conditions set forth in Section 6 of Article 32, Holidays.

When a holiday falls on a Saturday or Sunday and the part-time employee is scheduled to work that day but not the preceding Friday or following Monday when the holiday is celebrated under this Agreement, the part-time employee shall receive holiday pay for that day under the conditions set forth in Section 6 of Article 32, Holidays.

Part-time employees shall be entitled to two (2) personal holidays, each such holiday to be equal, in terms of the number of hours, to the part-time employee's normal workday.

A “day” is equal to the average regularly scheduled number of hours worked by a part-time employee over a typical payroll period (two (2) weeks) divided by ten (10).

(e) Shift Differential: Part-time employees shall receive a shift differential on the same basis as full-time employees. Part-time employees who are regularly scheduled to work Saturday and Sunday shall receive a shift differential on the same basis as full-time employees regularly scheduled to work Saturday and Sunday.

(f) Retirement: Part-time employees regularly scheduled to work one thousand (1,000) hours or more per year shall be included in the University's retirement plan.

(g) Workers' Compensation and Disability Plans: The Workers' Compensation and Disability plans currently in effect for part-time employees (i.e., as of June 30, 1985) shall be continued.

(h) Personal Business Leave: Part-time employees are not entitled to paid personal business leave. However, if a part-time employee is in need of personal leave for the reasons set out in Article 27, Personal Business, and that business cannot be taken care of outside the employee's scheduled work day, the employee may request unpaid time off and such request shall not be unreasonably denied.

(i) Unpaid Vacation Allowance: Part-time employees are not eligible for paid vacation. However, such employees shall be eligible for unpaid vacation on a pro rata basis based upon the schedule for full-time employees in Article 33, Vacations.

Part-time employees shall be subject to the same scheduling conditions set out in Article 33, Vacations.

(j) Sick Leave: Part-time employees shall be credited with and accrue sick leave at the rate of one day per month. For purposes of this provision a "day" is equal to the average regularly scheduled number of hours worked by a part-time employee over a typical payroll period (two (2) weeks) divided by ten (10).

(k) With respect to CSEA members who permanently transfer to or are reclassified from a part-time to a full-time position:

(1) If an employee has one (1) full year of University Seniority, vacation, personal business days, and extra holidays will be given at the time of the change of status. These benefits will be pro-rated based on the standard hours worked as a part-time employee immediately before the change to full-time.

Example: Employee changes from 4.5 hours to 7.5 hours per day and has one (1) full year of University Seniority at the time of the change.

(A) Extra Holiday (E day)
Full-time employees receive 2 E days; part-time employees receive one (1) E day based on standard hours. When the change occurs, the employee will be given one (1) additional extra holiday at the part-time standard hour rate.

In this example an employee received 4.5 hours of E time in July and would be entitled to an additional 4.5 hours.

(B) Personal Business days (B day)
Since part-time employees are not entitled to business days and full-time employees receive

three (3) days, the entire benefit would be pro-rated.

3 x 7.5 = 22.5 hours 22.5 x 4.5/7.5 = 13.5 B hours

(C) Vacation (V day)
Full-time employees with one complete year of service receive ten (10) vacation days or seventy-five (75) hours. This employee would receive:

75.0x 4.5/7.5 = 45 hours

These benefits will be given at the time of change of status and must be used before July 1. If the employee is unable to use the time during this first (1st) partial year, benefits will be paid out on June 30 providing the supervisor agrees they were unable to take the benefit time.

(2) An employee with less than one (1) year of University Seniority will not receive benefits until July 1 of the next fiscal year.

(m) If a seasonal employee in the library is to be offered additional hours outside of the designated seasonal working months, and the manager in their discretion determines the work need not be performed by an individual employee or an employee with particular knowledge or skills, the manager shall offer an approximately equal number of working hours to all seasonal library employees at the same grade. If an employee declines a proffered opportunity to work, they shall be deemed to have been offered an equivalent number of hours for purposes of meeting the requirements of this subsection. The sole remedy for an employee not offered an equal number of hours should be that they shall be offered the next available work opportunity.

ARTICLE 63
NEGOTIATIONS

Any negotiations for a successor agreement shall be held on days mutually agreeable to the parties and beginning as mutually scheduled. Members of the Union negotiating committee, up to a total of six (6), shall not lose pay to which they would otherwise be entitled as a result of attendance at such sessions.

If one (1) of the six (6) is a seasonal employee and negotiations extend past the end of that employee's seasonal year, the University and Union will each cover one-half (1/2) the hourly wage for that employee that would otherwise have been paid for lost work time under this provision, for up to a total of four (4) sessions.

ARTICLE 64
APPLICABLE LAW

In the event of any applicable law or court or administrative order or ruling finding any provision of this Agreement invalid, that provision shall be deemed immediately void. In such event, either party may demand of the other good faith bargaining over a replacement provision. The remainder of the Agreement or the application of the void provision to persons or circumstances other than those to which it has been held invalid shall remain in full force and effect.

ARTICLE 65
PRINTING AND DISTRIBUTION

The Union shall print the contract and supply the University with sufficient copies for distribution to employees within eight (8) weeks of the execution of the Agreement. The Union shall bear the costs of such printing.

ARTICLE 66
NOTICE OR COMMUNICATION

Any notice or communication shall be deemed for all purposes hereunder to be given if delivered or sent by registered mail addressed, in the case of the Union to: Union President with copy to Labor Relations Specialist; and, in the case of the University to: St. Lawrence University, Canton, New York, Attn: Director of Human Resources.

Each party shall be responsible for notifying the other of any change in the individuals holding the above positions.

ARTICLE 67
COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties with respect to the terms and conditions of employment of covered employees and cannot be altered, changed, modified, added to, or deleted from without the express written authorization of both the University and the Union.

ARTICLE 68
DURATION

This Agreement shall continue in effect until June 30, 2029, at midnight, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ST. LAWRENCE UNIVERSITY

BY: _____
Karl Spiecker
VP FinAdmin/Chief Business Officer

BY: _____
John Christopher, Vice President and General Counsel
Director of Human Resources for Employee & Labor Relations

BY: _____
Colleen Manley
Director of Human Resources for Employee & Labor Relations

BY: _____
Debra Mousaw
Director of Human Resources for Employee Benefits

LOCAL 630
CSEA LOCAL 1000
AFSCME-AFL-CIO

BY: _____
Richard C. Sprague
President Local 630

BY: _____
Nicole Riopel
CSEA Labor Relations Specialist

BY: _____
Alice D. David
Vice President Local 630

BY: _____
Mary Charleston
Treasurer Local 630

BY: _____
Amber Jaquith
Secretary Local 630

BY: _____
Mandy White
Bargaining Team Member Local 630

BY: _____
Kevin Phelix-Bromley
CSEA Labor Relations Specialist

Side Letter
Office of Security and Safety
Overtime/Uniforms

July 1, 2026

Rick Sprague
President Local 630 CSEA
St. Lawrence University
Canton NY 13617

Dear Rick,

This confirms our understanding that the agreements dated 12/15/98 and 7/12/99 will continue for the life *of* the – 2026 - 2029 agreement:

1. In the event of an unscheduled absence (as defined below) by a fulltime bargaining unit Dispatcher, the University will seek to fill that temporary vacancy by referring to the voluntary overtime list (Article 20, Section 2 (b) before looking to a temporary or student employee.

   (a) For this purpose, an unscheduled absence is one which the University is made aware of on either the day of the absence or the prior day. Employees understand that they will provide the University with timely notice of absences.

   (b) This use of the voluntary overtime list will apply for the first two days of the unscheduled absence for any absence which exceeds two days; the University may resort to temporary or student employee coverage beginning with the third day.

2. In the event the Security and Safety Department requires Dispatchers and other bargaining unit employees in the Department to wear uniforms, the Department will provide them. Other bargaining unit members shall wear a uniform when working a scheduled shift in a dispatcher role.

   Each employee will be provided 3 golf shirts, 3 turtlenecks, 3 pants and 1 pair of shoes. With the Supervisor's approval, an employee may opt for optional footwear, paying any difference in cost between the price of that shoe and the proposed footwear.

ST. LAWRENCE UNIVERSITY
by: Colleen A. Manley
Accepted/Agreed:
Local 630 CSEA
By: Rick Sprague

APPENDIX A
WAGE RATE RANGES

CSEA

Effective July 1 2026

Grade	Min	Max
14	$ 17.75	$ 24.28
15	$ 18.77	$ 25.68
16	$ 19.92	$ 27.16
17	$ 21.02	$ 28.78

Effective July 1 2027

Grade	Min	Max
14	$ 18.40	$ 24.93
15	$ 19.42	$ 26.33
16	$ 20.57	$ 27.81
17	$ 21.67	$ 29.43

Effective July 1 2028

Grade	Min	Max
14	$ 18.95	$ 25.48
15	$ 19.97	$ 26.88
16	$ 21.12	$ 28.36
17	$ 22.22	$ 29.98

APPENDIX B
SAFETY AND SECURITY DEPARTMENT OVERTIME

St. Lawrence University
Security & Safety Department
Voluntary / Forced Overtime Procedure
For
Dispatchers, Administrative Assistant and Transportation Coordinator

Beginning of the fiscal year:

- At the beginning of each fiscal year, July 1st, a cumulative list will be created tabulating the number of hours of both voluntary and forced overtime. To begin the fiscal year, the first shifts of voluntary overtime will be assigned by offering the available shifts in order of department seniority and the first shifts of forced overtime will be assigned in order of inverse department seniority. All dispatchers, administrative and the transportation coordinator begin the academic year at zero and as overtime is either voluntarily assigned or assigned as a forced shift, the number of hours worked will be recorded on the cumulative list of overtime hours worked.

During the fiscal year:

- As shifts become available due to vacancies created by benefit time requests, sick leave, or the need for additional coverage, the director or assistant director will determine if overtime resources will be needed to provide adequate departmental coverage or if currently scheduled shifts can be reassigned or adjusted. At this point the director or assistant director may decide that overtime resources may not be warranted to cover the shift vacancy.

- If it has been determined by the director or assistant director that overtime resources are necessary to provide adequate coverage the following process will be used to fill the vacant or additional shift:

    - The voluntary process will first be followed by utilizing the cumulative list of overtime hours worked and by contacting the available dispatcher, administrative or transportation coordinator with the lowest number of overtime hours worked. If this employee declines, the employee with second lowest number of overtime hours is contacted and so on until the shift is filled voluntarily. Once the shift has been assigned during the voluntary process, the number of overtime hours worked is recorded on the cumulative list for the employee working the overtime shift.

    - If the voluntary overtime process does not result in shift coverage due to all available employees having declined, the director or assistant director will begin the forced overtime process. The forced overtime process will begin by contacting the available employees with the lowest number of overtime hours worked and requiring that employee to report to work to cover the vacant shift. When there is advance notice of the vacancy, the employee to be forced can simply be informed while working prior to the forced overtime shift. When advance notice is not possible, the employee must be contacted by phone. If contact with this dispatcher cannot be achieved, the employee with second lowest number of overtime hours is contacted and so on until the shift is covered. If following the forced overtime process does not result in shift

coverage, the employee working the shift prior to the vacant shift will be forced to work an additional shift. The number of overtime hours worked is recorded on the cumulative list for the employee working the overtime shift.

End of the fiscal year:

- At the end of the fiscal year, all employees are reset to zero on the cumulative list and the process begins as described in the first paragraph.

Teamwork and Commitment to the Department and Campus Community:

In the spirit of this procedure, all employees are encouraged to participate in the voluntary process as we maintain adequate shift coverage for the department, supporting our commitment to the safety of our campus community. Strong teamwork and commitment will ultimately reduce the need to utilize the forced overtime section of this procedure.

APPENDIX C - Seniority List – Page 1 of 2

Name	Current Hire Date	CSEA Seniority	Comments
Noble, Suzanne M.	10/12/1987	10/12/1987	FT
Locke, Lori A.	11/28/1987	11/28/1987	PT Seasonal 9 Months
Hewitt, Timberly F.	5/29/2001	12/16/1988	FT
Burchard, Melissa J.	08/29/1989	10/12/1992	FT
Sprague, Richard C.	8/16/1993	1/20/1994	FT
Stiles, Angela L.	6/1/1994	5/19/1994	FT
Canfield, Cheryl A.	09/27/1999	09/27/1999	FT
LaRose, Sherrie Lynn	08/06/2001	8/7/2001	FT
Coleman, Jason	06/14/2002	06/14/2002	FT
Charleston, Mary M.	9/5/2002	9/25/2002	FT
Haq, Omar S.	04/07/2003	4/9/2003	FT
Hazelton, Kari L.	08/23/2004	08/23/2004	FT
Short, Ashton	11/07/2006	1/5/2007	FT
Friot, Tonia J.	08/29/2008	11/15/2008	FT Seasonal 10 Months
Sanderson, Brandy L.	01/07/2013	01/07/2013	FT
David, Alice D.	06/06/2013	06/06/2013	FT
Whalen, Jamie A.	08/05/2013	08/05/2013	FT
Johnson, Tracey M.	03/03/2014	03/03/2014	FT
Olson, Jennifer E.	12/01/2014	12/01/2014	FT
Harman, Warren A.	04/24/2017	04/24/2017	FT
Myers, Constance C	05/22/2017	05/22/2017	FT Seasonal 10 Months
Bresett-McCormick, Mitchell E.	09/18/2017	09/18/2017	FT
Lu, Duen-Hua	11/28/2017	11/28/2017	FT
Adams, Linda B.	06/18/2018	06/18/2018	FT
Beamer, Shanda S.	10/01/2018	10/01/2018	FT
Mitchell, Philip R.	10/16/2018	10/16/2018	FT
Knapp-Peck, Annamae A.	10/22/2018	10/22/2018	FT
Jaquith, Amber L.	3/6/2023	6/10/2019	FT
Sipher, Amy J.	08/08/2019	08/08/2019	FT
Terrell, Emma	7/14/2020	7/14/2020	FT
Duarte, Dominic	6/21/2021	06/21/2021	FT
Shrady, Teya X.	09/13/2021	09/13/2021	FT
Diienno, Briana F.	10/4/2021	10/4/2021	FT
Husinec, Andrea	10/08/2021	10/08/2021	FT
Berbrich, Jennifer A.	10/11/2021	10/11/2021	FT
Ashley, Brittany L.	03/28/2022	03/28/2022	FT
White, Amanda	5/25/2022	5/25/2022	FT
Reichert, Samuel N.	6/6/2022	6/6/2022	FT
Green, Bailey E.	7/12/2022	7/12/2022	FT
Berry, Heather L	07/18/2022	07/18/2022	FT

APPENDIX C - Seniority List – Page 2 of 2

Name	Current Hire Date	CSEA Seniority	Comments
Higgens, Louise	8/8/2022	08/08/2022	PT to Full Time 9.3.2024
Bresett-Mccormick, Ian D	2/15/2023	2/15/2023	PT
Boyce, Ryan A.	06/06/2023	06/06/2023	FT
Gomm, Matthew D	09/20/2023	09/20/2023	PT Seasonal 9 Months
Amrozowicz, Michael C	10/03/2023	10/03/2023	PT
Salisbury, Kelly B	11/06/2023	11/06/2023	FT
Lampett, Tori R	07/08/2024	07/08/2024	FT
Carroll, Jaime L	10/14/2024	10/14/2024	FT
Sanchez, Larissa M	12/02/2024	12/02/2024	FT
Levac, Lindsey J	12/04/2024	12/04/2024	FT
Mouthorp, Janet I	12/05/2024	12/05/2024	PT
Miller, Krystal A	01/16/2025	01/16/2025	FT
French, Timothy	8/25/2025	8/25/2025	FT
LaFave, Carol	9/8/2025	9/8/2025	FT
Petrichor, Seanna	10/6/2025	10/6/2025	FT
Armstrong, Elizabeth	3/2/2026	3/2/2026	FT