

COLLECTIVE BARGAINING AGREEMENT

By and Between

QUINNIPIAC UNIVERSITY

And



CLERICAL & TECHNICAL UNIT

UNITED PROFESSIONAL & SERVICE EMPLOYEES UNION

Effective July 1, 2019 through June 30, 2024

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THIS AGREEMENT, entered into this ___ day of June, 2020 by and between Quinnipiac University, here in after called the University, and United Professional & Service Employees Union Local 1222, hereinafter called the Union. The University and the Union agree as follows:

**SECTION 1
RECOGNITION**

The University recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time clerical and technical employees employed by the University, excluding professional employees, confidential employees, maintenance employees, guards, and supervisors. Both the University and the Union encourage peaceful and mutually respectful relations.

**SECTION 2
MANAGEMENT**

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the University in any way in the exercise of the regular and customary functions of management, provided that the employer shall make no changes in wages, hours, or working conditions without negotiations with the Union.

**SECTION 3
STRIKES AND LOCKOUTS**

1. There shall be no strikes, slowdowns, or stoppages of work authorized, sanctioned, or otherwise supported by the Union, or by any employee, and no lockouts by the University, during the term of this Agreement.

2. In the event of a labor dispute between the University and another labor organization, the employees covered by this Agreement shall not be required to cross a resulting picket line, as a condition of employment. Further, the employee shall not be subjected to University discipline of any nature if he/she refuses to cross said picket line, but any such employee shall not be paid for the period of such refusal, however, any such employee may use earned vacation time for such period provided that such use be consistent with the appropriate sections of this Agreement covering vacation time.

**SECTION 4
UNION RIGHTS**

- 1.. An authorized representative of the Union shall be granted admission to the University on Union business and shall be permitted to park at the University.

The University and the Union agreed during negotiations for the contract beginning July 1,

2013 that the current visitation practices of the Union are acceptable. Those practices are described in this side-letter.

The following represents the current practice:

- (a) An authorized representative of the Union will be granted admission to the University on Union business and will be permitted to park at the University.
 - (b) The Union representative will notify both the University's Human Resources and Facilities Offices at least one hour in advance of his/her arrival on campus. In the event it is not possible to give one hour notice, the Union representative will give as much notice as possible under the circumstances.
 - (c) During a campus visit, the Union representative may walk around the campus and through work areas. Conversations with employees during their working time will be brief exchanges, and will not disrupt or interfere with the employee's work.
 - (d) If the Union representative wants to speak with an employee for any significant duration, the Union representative will arrange to meet with the employee during the employee's break period or after the employee's scheduled working hours in nonworking areas.
 - (e) Because of the sensitive issues involved, the Union representative will not be permitted to visit student residence halls except during summer months when students are not in the resident halls.
 - (f) All other matters related to visitation (e.g.: meetings on campus, etc.), shall be in accordance with the terms of the collective bargaining agreement.
2. The University shall make available to the Union, pursuant to the present reservation procedure, adequate space on campus for meetings of the bargaining unit, Union members, and groups or committees of the Union.
 3. All members of this bargaining unit are eligible to become members of the Union after 31 days of employment, but whether or not they become members, are required as a condition of employment by the University, to pay Union dues and an amount equal to the Union's initiation fee. However, employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on nor discriminate against an employee in regard to such matters. It is the responsibility of the Union to notify the Human Resources of noncompliance with the terms of this Section for the purposes of terminating said employee.
 4. The University shall deduct both the dues and initiation fee of the Union from the pay of each employee who submits a UPSEU Local 1222 authorization card. All such payroll deductions shall be remitted to the Union by the fifteenth of the month following the month in which the deduction is made, less any itemized amounts withheld in accordance with other provisions of this Section.

A list shall be sent monthly showing all new employees and their date of hire and all terminated employees and their date of termination. Any employee not on the payroll during

the payroll period in which the deduction is to be made, having no earnings, or insufficient earnings during that payroll period, or on unpaid leave of absence, must make arrangements with the Union for payment of such fees or dues, provided the University will deduct unpaid Union dues and/or initiation fees from the final paycheck of any eligible employee.

5. The Union will be responsible for notifying the Employer of any change in the rate of dues and/or initiation fees levied by the Union at least forty-five (45) days in advance. The authorized change in deductions will be made by the Employer in the month following in which the Employer receives written notice of the change from the Union.
 6. The University shall permit the Union to use campus mail facilities without charge.
 7. The University shall permit the Union to use the University telephone, U.S. mail, and printing or duplicating facilities at cost.
 8. The University shall bill the Union for such costs in the event the Union does not promptly pay the invoice then the University shall reimburse itself for such costs monthly by withholding such costs from the dues which otherwise would be sent to the Union from the next month's dues.
 9. To the extent that the dues collected are less than such costs, the Union shall reimburse the University monthly.
 10. One Unit Officer shall be invited to the orientation meetings the Human Resources Business Partner has for new hires and shall be allowed up to 15 minutes during the meeting to welcome them into the bargaining unit and answer questions they may have about the contract.
 11. No employee shall be excused from his/her work obligations for the purpose of attending Union meetings or bargaining unit meetings except:
 - (a) The University agrees that during working hours, with one week's notice in writing to the Employer and Labor Relations Associate, on University premises, and without loss of pay, members of the bargaining unit will be permitted to hold meetings of the general membership, not to exceed one (1) per year or two (2) during the year immediately preceding the expiration of the contract, each meeting not to exceed one and one half hours in duration, exclusive of lunch.
 - (b) The University agrees to allow the grievant and two (2) Unit Officers/stewards to attend grievance committee meetings, pursuant to Section 20, conducted during working hours, on the University premises, and without loss of pay. This provision does not limit the number of stewards who may attend grievance committee meetings pursuant to Section 20, conducted during non-working hours, with no pay.
 - (c) The University agrees that the negotiation committee meetings may begin at
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3:30 p.m., during working hours on the University premises, and without loss of pay.

- (d) The appropriate Unit Officer/Steward shall be allowed to investigate grievances during working hours, on the University premises and without loss of pay after obtaining permission of the Vice President of Human Resources or his/her designee, which permission shall not be unreasonably withheld.
- 12. Members of the Unit shall have and be protected in the exercise of their rights under the Constitution and laws of the United States and the State of Connecticut.
- 13. The University agrees that during each year of the contract members of the bargaining unit will be allowed time-off to attend Union functions or Union training during working hours without pay, provided the Human Resources Business Partner is given seven (7) days advance notice from the Union, provided the total leave under this provision for the bargaining unit as a whole does not exceed six (6) shifts per year, and provided further that no more than three (3) bargaining unit members will be allowed leave under this provision on any given day. An employee on leave under this provision may elect to be paid accrued vacation or personal time for this leave.

SECTION 5 JOB DESCRIPTIONS & EVALUATIONS

- 1. Full-time and part-time employees shall be employed under a Job Description and Labor Grade as a result of the reevaluations submitted by the University to the Union during January 1981 retroactive to July 1, 1980 and as modified in March 1984.
- 2. Job descriptions for each position are contained in the document entitled "Job Descriptions," which is on file in the Human Resources Office and is available upon request or through the Union.
- 3. Any employee may, semi-annually, request a re-evaluation of her job. A refusal to reevaluate the job, or the result of the re-evaluation, may be grieved, starting at Section 20, Step 3. Any change in salary agreed to during a re-evaluation, during the grievance procedure, or ordered by an arbitrator, shall be made retroactive to the effective date of the request for reevaluation.
- 4. The administration of the job evaluation system (including the rating and re-rating of jobs), during the period of this Agreement shall be the function of the University. The University agrees that job descriptions shall accurately reflect the significant or material duties of the job. Jobs shall be re/evaluated when significant or material duties are added, deleted, or changed. When job descriptions are changed by the University or when new job descriptions are written, the University will meet with the Unit Officers during working hours to explain the reasoning for the changes. However, when job descriptions are changed by the University, copies of such job descriptions will be forwarded to the Unit Officers three (3) days prior to any posting pursuant to Section 16.
- 5. All job descriptions will be based on the criteria of the American Association of Industrial Management

Job Evaluation Plan for Office Clerical Jobs, as amended by the parties during 1988 contract negotiations.

6. A grievance as to the evaluation of any job, or classification of an employee, shall be the subject matter of the grievance procedure starting at Section 20, Step 3.
7. The job descriptions and evaluations will be made available to the Union for the purpose of handling grievances.
8. When an employee requests an upgrading or the University independently upgrades a position, the University will promptly provide the Unit Officers with a copy of the request and/or a revised job description and a copy will also be sent to the Union's office.
9. The Human Resources Business Partner and a member of the Evaluation Committee shall hold an informational meeting with time for questions and answers for bargaining unit employees during a lunch period in January of each year to explain the job evaluation system.
10. The University agrees to provide in-house training bi-annually to two (2) Unit Officers designated by the Union in the use, application and administration of the Evaluation Plan.
11. All job descriptions which indicate "Secretary" shall be updated to reflect "Administrative Assistant" within three months of ratification.

SECTION 6 REDUCTION IN FORCE

1.
 - (a) If the University finds it necessary to reduce a full or part time clerical or technical position, such reduction shall be based upon a lack of sufficient work, duties, and responsibilities for the particular position. This may involve either a reduction in the hours required for a position or the complete elimination of a position.
 - (b) The union and the affected employee will be notified of the reason in writing for the reduction or elimination of a position at least fourteen days prior to the action.
 - (c) Employees shall be eligible for recall for a period of 9 months from the date of layoff. Employees must be qualified for the position for which they are recalled. Laid off employees shall be notified of recall at their last known address. The employee must, within ten (10) calendar days of the date of the notice of recall notify Human Resources of his or her intent to return to work on the date specified for recall and thereafter return to work on such date. Any employee who fails to respond to a notice of recall within ten (10) calendar days or refuses an offer of a position shall lose any remaining recall rights.
 2. In the event of an elimination of a position, or reduction in hours, a system of seniority will be followed to the extent that a qualified senior employee whose position is being eliminated or whose hours are being reduced will replace an employee with fewer years of service with the University. Any such replacements shall be made only at the pay rate of the position being filled.
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3.
 - (a) Temporary help will not be used in the replacement of job positions which have been reduced except during the posting and/or hiring periods. Additional part-time help will not be used in the replacement of job positions which have been reduced until all affected employees have been offered the job.
 - (b) The Unit Officers will be notified as to the reason and the duration of any temporary position within three working days.
4. Bargaining unit work, as defined by individual job descriptions in effect immediately prior to the June 1985 contract negotiations or subsequent job descriptions negotiated with the Union, shall not be performed by non-bargaining unit personnel except in the event of an emergency.

SECTION 7 HOURS OF WORK

1. The regularly scheduled work week for full-time employees shall consist of 35 hours per week divided into five (5) workdays of seven (7) hours each. Each employee must be regularly scheduled for an unpaid lunch period of sixty (60) minutes per workday between 11:00 a.m. and 2:00 p.m. or 4:00 p.m. and 7:00 p.m. for employees whose schedule substitutes the dinner hour for the lunch hours unless otherwise agreed by the employee and the Vice President of Human Resources, provided that the immediate supervisor may authorize a shorter or different lunch period in unusual circumstances. Each employee shall be provided with one (1) fifteen (15) minute paid rest period during each shift of five (5) or more consecutive hours of work.
 2.
 - (a) Employees who work in excess of thirty-five (35) hours will be paid at their regular hourly rate up to a maximum of forty (40) hours. Time and one-half (1/2) the employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in any one work week.
 - (b) The University will make a reasonable effort to notify employees in advance when they are expected to work beyond their regular schedule and/or work overtime. Employees will not be required to work beyond their regular schedule and/or work overtime on a regular basis.
 3. All time records must reflect actual hours worked or credited. Falsification of time records shall constitute cause for immediate dismissal. However, the University reserves the right to administer a lesser form of discipline in any particular case if the University decides the circumstances do not warrant immediate dismissal.
 4. The starting times of the daily and weekly work schedules for members of the bargaining unit shall be between the hours of 7 a.m. and 9 a.m. and the ending times shall be no later than 5 p.m. The University may change the starting and ending times of daily and weekly work schedules provided it gives the affected employee(s) at least six months' notice and provided the change in the starting and ending times is in increments of one hour and occurs no more than once a year or more than twice during the term of the contract.
 5. Pay for all hours credited during any one (1) work week will be counted when computing eligibility for overtime payment.
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6. The University shall install and implement a time recording system for all bargaining unit employees. The time recording system will give the employee the option of entering start and stop time by computer or swipe card.
7. The University shall pay bargaining unit employees via direct deposit. Employees who have not enrolled in direct deposit as of July 1, 2019 will continue to be issued paychecks. Once an employee has enrolled in direct deposit, the employee may not thereafter opt out of direct deposit. The University will provide each employee access to view their bi-weekly pay detail that explains pay codes, which will be in addition to the information the University provides online.
8. Upon the Union's request a representative from the Human Resources Department will be available on each campus once per quarter to meet with employees. The Human Resources Department shall have no less than fourteen (14) days to schedule the meeting following the Union's request.
9. Employees may attend University-sponsored events offered to employees on wellness, retirement and similar topics during their scheduled shift provided they request, and are subsequently granted, permission from their supervisor at least five (5) days in advance of the event. If such event occurs during the employees' unpaid one-hour meal period described in paragraph 1 of this Section, employees will be permitted to take such meal period, with their supervisor's permission, immediately after they report in to their supervisor when the event ends.

SECTION 8 RATES OF PAY

1. Except as specified in Section 7, paragraph 2 of this Agreement, an employee shall be paid the straight-time rate for his/her designated labor grade and step in accordance with Appendix A.
2. Each employee who is at or below the hourly rate of pay for the step in his/her labor grade appropriate for his/her length of service at the University based on the published seniority list or in his/her current job in accordance with Section 16, paragraph 4, shall be advanced one full step on his/her anniversary date, except if that employee is already in the highest step in which case he/she will receive a continuous service supplement payable in a separate check in a lump sum by July 15th, and each July 15th thereafter equivalent to 1.25 times the difference between steps 13 and 14 in his/her labor grade based on all hours paid during the preceding twelve month period. The purpose of this bonus is to ensure that long term employees are recognized for their valuable service.
3. In addition to the amount set forth in the Appendix, the hourly rate of pay of an employee holding an Associate Degree shall be increased by thirty-five cents (.35) and employees holding a Bachelor's Degree shall receive an additional hourly increase of forty-five cents (.45). This differential will not be included in the calculation of salary increases.
4. Employees shall be paid on a biweekly basis for the two (2) weeks preceding the week in which the payment is made.
5. (a) An employee assigned to work two jobs concurrently, one of which being a position vacancy or vacancy due to a leave of absence granted under Section 22, shall have the right after

ten (10) working days of such an assignment either to refuse to continue to work the two jobs or to be paid a ten percent (10%) premium over his/her regular rate of pay for all hours worked during the period the employee is assigned to work the two jobs concurrently, including hours worked in the employee's regular job.

- (b) An employee assigned to work two jobs concurrently, one of which being a vacancy due to a sick leave under Section 14, shall not have the right to refuse such assignment and, after ten (10) working days of such assignment, shall be paid a ten percent (10%) premium over his/her regular rate of pay for all hours worked during the period the employee is assigned to work the two jobs concurrently, including hours worked in the employee's regular job.
 - (c) Subject to the conditions of subparagraphs (a) and (b) above, if the work of the vacant job is divided between employees, each employee so assigned after ten (10) working days shall receive a portion of the percent premium proportional to the division of the vacant position's work.
 - (d) Notwithstanding any other provision to the contrary, the University shall have the right to make the necessary assignments of employees for this coverage, including weekly assignments to different employees.
 - (e) Notwithstanding any other provisions to the contrary, the University shall have the right to use temporary help to perform the duties of the vacant position during the period the position remains vacant. An employee assigned to train/orient temporary help shall not be entitled to the ten percent (10%) premium.
6. Errors of fifty dollars (\$50.00) or more in gross earnings in an employee's paycheck shall be corrected and a separate check for the difference issued within two days after the date the employee notifies the University's Director of Payroll that an error of that magnitude has occurred. Employees will report all errors as soon as errors are discovered.

SECTION 9 INSURANCE

1. All full-time employees and part-time employees who work at least nine hundred ten (910) hours per year (must be scheduled for at least 20 hours per week), but less than one thousand eight hundred twenty (1,820) hours per year shall be eligible to participate in the insurance plans described in Section 9 - Insurance.
- (a) All medical insurance plan options made available to the non-union employees of the University:
 - i. For single coverage, (employee only) under the Anthem Blue Care medical plans, the University shall contribute ninety percent (90%) of the full premium rate and the employee shall contribute ten percent (10%) of the full premium rate.
 - ii. For employee plus dependent coverage, under the Blue Care medical plan, the University shall contribute seventy-five percent (75%) of the full premium rate and the employee shall contribute twenty-five (25% of the full premium rate).
 - iii. For single coverage and employee plus dependent coverage, under the low cost high

deductible medical plan (Century Preferred Basic) and the Century Preferred PPO plan, the University shall contribute the same percentages it contributes on behalf of the non-union employees of the University.

iv. For eligible part-time employees, the University shall contribute one-half (1/2) of the above amounts for an employee regularly scheduled for at least 20 hours per week but less than one thousand eight hundred twenty hours (1820) per year.

(b) All dental insurance options available to the non-union employees of the University:

i. For single coverage, the University shall contribute one hundred (100%) of the full premium for the Co-Pay Dental Plan. For employee plus dependent coverage, the University shall contribute seventy five percent (75%) and the employee shall contribute twenty five percent (25%) of the full premium.

ii. For the enhanced dental plan (Flex Plan), the University shall contribute 90% of the full premium for single coverage and the employee shall contribute ten percent (10%). For employee plus dependent coverage, the University shall contribute seventy percent (70%) of the full premium.

(c) The University's Vision Plan: For single coverage, the University shall contribute one hundred percent (100%) of the full premium for the Vision Plan. For employee plus dependent coverage, the University shall contribute the same percentage it contributes on behalf of the non-union employees of the University.

(d) The University's Basic Life Insurance Plan: An employee shall be eligible for term Life and/Accidental Dismemberment Insurance in the amount of twice the employee's annual base pay (rounded up to the nearest thousand dollars) except that such benefit will be reduced for employees upon attainment of age 70 as permitted by federal law. The benefit will be reduced to the following: sixty five percent (65%) at age 70 and fifty percent (50%) at age 75 and above, rounded to the next higher thousand dollars (\$1,000.00) if not an even multiple thereof. The employee shall contribute fifteen cents (15) per thousand dollars of coverage per month which shall be deducted from the employee's pay and the University will contribute the balance of the premium. An employee who does not receive a contribution from the University for dependent coverage, pursuant to paragraph 1(a) will receive the full contribution from the University toward the premium for Life and Accidental Dismemberment Insurance.

2. All medical insurance premiums for 'employee only coverage' for which an employee is responsible under this section shall be prorated over the plan year (currently January 1 to December 31 inclusive) with the exception of the Blue Care plans which shall be prorated over the calendar year. The pro-rated premium shall be deducted from the employee's bi-weekly paycheck by the University.
3. All insurance premiums for 'spouse/dependent coverage' which an employee is responsible for under this section shall be pro-rated over the plan year (currently January 1 – December 31 inclusive) and the pro-rated premium shall be deducted from the employee's bi-weekly paycheck by the University.
4. The insurance offerings made in this Section shall be subject to the enrollment requirements of the insurance carriers and shall be effective as soon as practical upon signing of this contract except as noted.

5. Employees scheduled to work a minimum of 32 hours per week will be provided long term disability benefits beginning with the second consecutive year of employment. The employee is eligible to participate in the University's Group Total Disability Benefits Policy. The policy provides a maximum of \$4,500 per month in total disability benefits, under certain conditions. The University pays the full premium for the coverage.
6. The University may by mutual written agreement of the parties change insurance carriers and plans so long as the overall benefits and services remain equal or better to those specified in the contract.
7. The University will continue to provide a Section 125 Plan enabling employees to elect a pre-tax salary reduction for payment for the employee's share of the cost.
8. Bargaining Unit Employees will be issued a life insurance certificate with the policy number, group number and employee identification number of the policy.
9. Waiver of Coverage:

(a) A full-time employee eligible for medical and dental insurance offered by the University may elect, via the online enrollment portal, within the applicable election period, to waive participation in and coverage under the insurance policies offered in paragraphs 1(a) and 1(b) above, and in return, to receive a cash distribution, payable at the end of the plan year.

(b) In order to be eligible to waive insurance coverage, an employee must establish to the reasonable satisfaction of the University that he/she is covered under a policy of health insurance for the period that the waiver is effective. This alternative coverage cannot be through Medicare or TRICARE. If an employee is initially eligible to waive and elects to waive such coverage, the employee must not participate in such policies for the entire portion of each waiver period in order to be eligible for the cash distribution. No benefits subject to a court order or a court-approved settlement may be waived under any circumstances.

(c) Election Periods: The election periods shall apply for the purpose of waiving coverage as the election period designated for all other employees of the University. This election period is designated to be before the beginning of the waiver period (insurance plan year). An employee who first becomes eligible for coverage under the policies in paragraphs 1(a) and 1(b) after the close of an applicable election period, may elect to waive coverage via the online enrollment portal, within the applicable election period. Any cash distribution due in such case shall be prorated to account for the period of coverage actually waived, including any applicable waiting period that might have been imposed.

(d) Cash Distributions: In the event of a waiver of coverage in accordance with this paragraph, an employee hired before the contract ratification date shall be eligible to receive a cash distribution of \$1,400 in the following month in which the medical plan year ended, and employees hired on or after the contract ratification shall be eligible to receive a cash distribution of \$700 in the following month in which the medical plan year ended.

- i. In order to be eligible to receive a cash distribution under this paragraph, an employee must continue to meet the eligibility criteria of the plans enumerated in paragraphs 1(a) and 1(b) for full-time employees through the end of the applicable waiver period, must be employed by the University on the last day of the waiver period, and must have waived coverage for the entire portion of the waiver period.

- ii. If an employee initially waives coverage and, prior to the end of the waiver period becomes covered under either of the plans specified in paragraphs 1(a) and 1(b), or fails to meet the eligibility requirements of the plans specified in paragraphs 1(a) and 1(b), the employee shall forfeit all rights to a cash distribution or any portion thereof otherwise payable for that waiver period. In the event an employee separates from service with the University during a period in which coverage has been waived, any cash distribution shall be prorated to account for the period of coverage actually waived by the employee prior to his/her separation, including any applicable waiting period.
- iii. Cash distributions under this paragraph (d) shall be payable in single installments no later than two pay periods following the end of such waiver period.
- iv. If, as a result of being newly-hired or converting from an ineligible employee position to an eligible employee position, an employee first becomes eligible for coverage under the policies in paragraphs 1(a) and 1(b), and the employee elects to waive coverage, then the employee shall be eligible for a cash distribution. The employee's cash distribution shall be determined as of the date the employee would have first been covered as a full-time employee by such policy, and shall be calculated on a pro-rata basis.

(e). Change in Status: Except for a change in family status (i.e., marriage, divorce, death of a spouse or dependent, birth or adoption of a child, spouse's loss of coverage, and the commencement or termination of a spouse's employment), any election hereunder shall be irrevocable for the waiver period for which the election is effective, and no reinstatement of coverage shall be permitted.

10. Domestic Partner Benefits:

(A) A Unit Member may obtain coverage for his or her domestic partner (as defined below) and eligible children by paying the additional premium pursuant to Section 9. Domestic Partner eligibility between two persons exist when all the requirements identified below are satisfied.

1. Domestic Partners must meet all of the criteria below:
 - (a) Each party of the sole Domestic Partner of the other.
 - (b) Each party is at least eighteen (18) years of age or older.
 - (c) Domestic Partners have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership. Basic living expenses are defined as the cost of basic food, shelter and any other expenses of the common household.
 - (d) Partners have an intimate, committed relationship of mutual caring which has existed for at least twelve (12) months and intend to remain in such relationship for an indefinite period.

- (e) Partners share the same regular and permanent residence for at least twelve (12) months prior to applying for domestic partner coverage.
- (f) Neither party is married to anyone or involved in another domestic partnership.
- (g) Neither party is related to the other by adoption or blood to a degree of closeness that would bar marriage in the state in which they reside.
- (h) Neither party has filed a Termination of Domestic Partnership form within the preceding twelve (12) months.
- (i) The relationship does not exist solely for obtaining benefit coverage.

(B) Demonstration of Domestic Partner eligibility will be established by submission of three (3) of the following as verification of financial interdependence.

1. Designation of Domestic Partner as beneficiary for life insurance and retirement contract.
2. Designation of Domestic Partner as primary beneficiary in the subscriber's will.
3. Durable power of attorney for health care or financial management.
4. Joint ownership of a motor vehicle.
5. Joint mortgage or lease.
6. Joint bank account or loan documents.
7. Joint insurance documents.
8. A relationship or cohabitation contract which obligates each of the parties to provide support.

C) To enroll an eligible Domestic Partner, both the subscriber and the Domestic Partner must complete and sign, and have notarized, a Statement of Domestic Partnership form.

D) Under the Internal Revenue Code, an employee is not taxed on the value of benefits provided by an employer to an employee's spouse or dependent. However, the IRS has ruled that a domestic partner does not qualify as a spouse. Quinnipiac University will treat the value of the benefits provided to an employee's domestic partner as part of the employee's income and will withhold taxes accordingly. Any tax consequences of domestic partnership are the responsibility of the employee not Quinnipiac University.

E) If the status of the Domestic Partnership changes such that the Partner is no longer eligible for coverage, i.e. the partnership becomes invalid, the employee must complete and file with the Office of Human Resources, a Termination of Domestic Partnership form within thirty (30) days of

change in such status. Once statement of Termination has been submitted, the employee may not cover another Domestic Partner for at least twelve (12) months from the date benefits were cancelled.

11. The University agrees to provide a payroll deduction for voluntary programs sponsored by the Union (short-term disability and life insurance). Such benefits shall not be paid or administered by the University. The University shall only be responsible for deducting authorized deductions and forwarding said deductions to one designated source.
12. The University will hold orientation meetings for new hires to discuss the insurance benefits provided in Section 9 of the contract. The meetings will be during working hours, with pay, up to one hour in duration.

SECTION 10A RETIREMENT

1. Retired employees over 65 may enroll in the University's group Medicare Coordination Plan and retiree dental and vision coverage, with the employee paying the cost of these benefits.

SECTION 10B RETIREMENT PLAN

- 1) Eligible employees may participate in the Quinnipiac University 403(b) Defined Contribution retirement plan. The following eligibility requirements will apply:
 - (a) Full time employees must have completed two (2) years of continuous employment at the University.
 - (b) Part time employees must have completed two (2) years of continuous employment at the University, must have accumulated at least 2,000 hours of employment at the University during that period, and must be employed at the University during the term of their participation in the plan for a minimum of 1,000 hours per fiscal year.
 - (c) If an employee moves from a benefits-eligible part-time position to a full-time position within the bargaining unit, the time spent in the part-time position will count toward the two (2) years of continuous employment required in Paragraph 1(a), so long as the employee has accumulated at least 2,000 hours of employment at the University during that period.
 - (d) If an employee moves from a full-time position to a benefits-eligible part-time position within the bargaining unit, the time spent in the full-time position will count toward the two (2) years of continuous employment required in Paragraph 1(b), so long as the employee has accumulated at least 2,000 hours of employment at the University during that period.
 - (e) Employees must be at least twenty-one (21) years of age in order to participate in the plan.

- 2) The University and employees electing to participate in the plan shall make joint contributions to the plan in amounts equal to certain percentages of the employee's salary as follows:
 - (a) The University will match the employee's minimum contribution of 5% of the employee's salary for the first 5 years of participation, after which the University will contribute 10% of the employee's compensation with no minimum matching contribution required by the employee, or
 - (b) The employee may contribute a minimum of two percent (2%) of the employee's salary, in which case the University will contribute a maximum of five percent (5%).
 - (c) Employees may make contributions to the plan in excess of the minimum percentage required within the contribution limits allowable under Section 403(b) of the Internal Revenue Code. The University shall make no contributions in excess of the percentage stated above.
 - (d) Should the University change the contribution levels applicable to non-bargaining unit employees, either by increasing or decreasing the amount it contributes on behalf of employees as set forth in 10B.2 (a) or (b), such changes will be applied to employees covered by this Agreement.
- 3) The University will make contributions only to the retirement plans of those employees currently employed, on a paid sick leave, or paid vacation.
- 4) Employees may elect to participate in the Quinnipiac University Tax Deferred Annuity Plan through TIAA-CREF at any time on or after hire date, prior to eligibility for participation in the University's 403(b) Defined Contribution Plan.
- 5) Contributions shall be forwarded twice each month within seven (7) business days following the 15th and last day of the month.
- 6) The University will hold informational meetings for the general membership to discuss the insurance benefits provided in Section 9 and the retirement plan benefits provided in Sections 10A and 10B of the contract. The meetings will be during working hours, with pay, up to one hour in duration, and will be held annually.
- 7) Eligible employees who participate in the University's 403(b) Defined Contribution plan will have the option to invest in the same funding vehicles offered to all other employees of the University.

SECTION 11 EDUCATION BENEFITS

- A. For employees hired prior to July 1, 2013: Eligible full-time employees shall be entitled to the following reduction in tuition for courses at Quinnipiac University, subject to the enrollment requirements for each course.
 - (a) Beginning with the semester following the completion of the employee's probationary period,

the employee shall be entitled to a waiver of tuition for courses offered by the University as part of its undergraduate/graduate/law curricula (excluding the School of Medicine and doctoral programs started on or after July 1, 2013) and in accordance with the following formula.

- (i) The legal spouse and/or dependent children of/post-probationary employees who have not completed one (1) year of service may enroll in two (2) courses per semester per person tuition free and may enroll in additional courses at one fourth (1/4) tuition.
 - (ii) Beginning with the second (2nd) year of employment, legal spouse and/or dependent children may enroll in courses tuition free.
 - (iii) Educational benefits for dependent children covered under this section will cease at the end of the semester when the employee's dependent child reaches twenty-five (25) years of age. The term "dependent child" is as defined by current applicable IRS regulations.
 - (iv) Education Benefits for children ages twenty-five (25) through twenty-nine (29) will be provided under circumstances set forth in Section 11, paragraph 13(a) and (b).
- (b) Employees, dependent children, and legal spouses may enroll in non-credit courses subject to the provisions applicable to the employee, dependent children, and legal spouse as outlined above. In addition, the enrollment of the employee, dependent children, or legal spouse in a non-credit course is on a space available basis after the required enrollment figure has been reached by full-paying students.
- B. For employees hired on or after July 1, 2013: Eligible full-time employees shall be entitled to the following reduction in tuition for courses at the University, subject to the enrollment requirements for each course.
- (a) Beginning with the semester following the completion of the employee's first six months of service, the employee shall be entitled to a waiver of tuition for courses offered by the University as part of its undergraduate and Master's curricula (excluding the School of Medicine, Law School and doctoral programs) and in accordance with the following formula.
 - (i) Beginning with the second (2nd) year of employment, legal spouse, domestic partner, and/or dependent children may enroll in undergraduate courses (excluding the School of Medicine, Law School, graduate school and doctoral programs) tuition free.
 - (ii) Educational benefits for dependent children covered under this section will cease at the end of the semester when the employee's dependent child reaches twenty-eight (28) years of age. The term "dependent child" is as defined by current applicable IRS regulations.
 - (b) Employees, dependent children, domestic partners and legal spouses may enroll in non-credit courses subject to the provisions applicable to the employee, dependent children, and legal spouse as outlined above. In addition, the enrollment of the employee, dependent children, or legal spouse in a non-credit course is on a space available basis after the required enrollment figure has been reached by full-paying students.

2. Eligible part-time employees who have completed one (1) year of continuous employment, and their legal spouses, domestic partner and dependent children, may enroll in courses with a pro-rata reduction in tuition based upon an annual schedule as follows:
 - 750 – 830 hours 25%
 - 831-1819 hours 50%
3. All full-time and part-time employment accumulated prior to the date of this Agreement, as well as that accumulated thereafter, shall be counted in determining eligibility for the various rates of tuition reduction set forth in paragraphs 1 and 2.
4. The provisions of paragraphs 1 and 2 shall apply only to tuition. Tuition remission for an eligible employee's dependent who matriculates at University as a full-time undergraduate/graduate student (12-18 academic credits per semester) is restricted to the tuition rate currently in effect for all full-time undergraduate/graduate students enrolled for 12-18 academic credits. Tuition remission for less than 12 academic credits will be in accordance with the employee's entitlement. Credit hours taken in excess of 18 shall be charged at the full prevailing rate. All employees, legal spouses, and dependent children shall be required to pay special course fees, insurance costs, students activity fees, room, board, and any other assessments related to enrollment in courses at University where applicable.
5. Only academically eligible employees, legal spouses, domestic partner and dependent children shall be entitled to participate in the tuition reduction plan. The University may, consistent with the University's admissions policies as set forth in the University catalogue, determine whether candidates for tuition reduction are academically eligible.
6. All regular enrollment procedures, including payment of all fees at the time of registration, must be followed by participants in the tuition reduction plan.
7. Tuition reduction as provided in paragraphs 1 and 2 above shall be available for an employee's legal spouse, domestic partner or dependent child's enrollment in any course, provided that it shall be used only for the first time enrollment in each such course.
8. Employees, legal spouses, domestic partner and dependent children may be disqualified from participating in the tuition reduction plan as a result of repeated failure to complete courses or meet course requirements.
9. In the case of participants in the tuition reduction plan who are enrolled as full-time students, participation in the plan shall be limited to a maximum of five (5) semesters for candidates for the Associate degree and a total of ten (10) semesters for candidates for the Bachelor's degree.
10. Employees terminated because of lack of work or employees on approved leaves in accordance with Section 14 will not have their Education Benefit reduced during the semester in which their termination or leave is effective.
11. Employees shall not schedule credit or noncredit courses during their normal workday except during lunch period, which shall consist of any sixty minute period between 11.00 a.m. and 2:00 p.m. Employees whose schedule substitutes dinner hour for the lunch hour may utilize any unpaid sixty (60) minutes between 4:00 p.m. or 7:00 p.m. for the purpose of scheduling a credit or noncredit course. If an employee in his/her last ten (10) courses to meet a degree requirement is

required to take courses which are not taught during the periods specified above or outside the working day, and which have not been offered during such periods during the last academic year, the Associate Vice President of Human Resources will arrange a work schedule to allow the employee to take such courses, except that employees shall not be permitted to schedule courses during their normal workday on a Monday through Friday schedule. (For example, an employee may not schedule Tuesday/Thursday classes and Monday/Wednesday/Friday classes during the same semester or vice versa.)

12. Eligibility will be extended for tuition benefits in the following situations by the University:
 - (a) An employee who retires from the University at age 65 or older, provided they accumulated at least ten consecutive years of full-time employment immediately prior to their retirement.
 - (b) An employee who becomes permanently disabled while employed at the University, provided they accumulated at least five consecutive years of full-time employment immediately prior to their disability.
 - (c) An employee who dies while employed by Quinnipiac, provided they accumulated at least five consecutive years of full-time employment immediately preceding their death.
13. For employees hired prior to July 1, 2013 (but excluding employees hired on or after July 1, 2013):
 - (a) Subject to the conditions and requirements set forth in this Section but notwithstanding the age cut-off for dependent coverage set forth in Section 24, 5(b), natural or legally adopted children of employees who are ages twenty-five (25) through twenty-nine (29) who have resided in the employee's home for the entire twelve (12) months preceding enrollment, may enroll tuition free in courses for credit in the continuing Education Division, undergraduate, provided the employee first submits to the University an IRS tax return or other evidence satisfactory to the University establishing that his/her child's total income during such twelve (12) month period was less than twenty thousand dollars (\$20,000.00), and provided the dependent does not have a four-year baccalaureate undergraduate degree from any institution, including the University.
 - (b) Subject to the conditions and requirements set forth in this Section but notwithstanding the age cut-off for dependent coverage set forth in Section 24, 5(b), natural or legally adopted children of employees who are ages twenty-five (25) through twenty-nine (29) who have resided in the employee's home for the entire twelve (12) months preceding enrollment, may enroll tuition free in courses for credit in graduate or law schools provided the employee first submits to the University an IRS tax return or other evidence satisfactory to the University establishing that his/her child's total income during such twelve (12) month period was less than twenty thousand dollars (\$20,000.00).

SECTION 12 HOLIDAYS

1. (a) The following days shall be paid holidays, on the day observed in the area for the regularly scheduled work period that day, for all regularly scheduled employees who would otherwise be scheduled to work on the day the holiday is observed:

New Year's Day
Martin Luther King Day
Good Friday
Easter Sunday
Yom Kippur
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

- (b) If the following days are designated as University holidays, then the following days shall be paid holidays, on the day observed in the area for the regularly scheduled work period that day, for all regularly scheduled employees who would otherwise be scheduled to work on the day the holiday is observed:

Rosh Hashanah

Veterans Day

- (c) Holidays falling on Sunday are observed the following Monday, except for Easter Sunday. Saturday holidays are observed on Friday. In addition to Christmas Day and New Year's Day, each employee normally scheduled to work, shall receive paid holidays for up to four (4) other days during the Christmas season, at least two (2) of which shall be on consecutive work days. The University shall at its discretion designate the dates of such holidays on a year-to-year basis. Full-time employees shall receive all four (4) such holidays; employees regularly scheduled for less than thirty five (35) hours per week shall receive any such holidays which fall on the employee's normally scheduled work days during that time of the year.
2. Any employee who works on a holiday shall be paid one and one-half (1 ½) time their regular hourly rate of pay, in addition to holiday pay, or if requested in lieu thereof, by the employee, one and one-half (1 ½) days off with pay.
 3. Pay for any holiday listed above will be made provided the employee works his/her last scheduled work day prior to, and his first scheduled work day following the holiday, unless his failure to work on either or both day is excused because of: (1) a validated personal sickness, vacation, bereavement leave, jury duty, injury, or (2) other extraordinary circumstances beyond the control of the employee and approved by the Vice President of Human Resources of the University.
 4. Full-time employees who work a schedule other than Monday through Friday shall enjoy the same holiday benefits as full-time employees who work Monday through Friday.

SECTION 13 VACATIONS

1. Each current post-probationary full-time (10-month and 12-month) employee shall be entitled to paid vacation. Paid vacation shall be earned at the rate of 10/12 day per month worked per fiscal year (July 1st - June 30th). Vacation must be scheduled as follows: at least fifty percent (50%) of an employee's annual vacation entitlement in full day increments and the remainder in increments of no less than one hour. Accrued vacation time may be taken during the period January 1st - December 31st, but any accrued vacation time (prior fiscal year) not taken by June 30th shall be forfeited. Vacation requests shall not be unreasonably denied.

2. All post-probationary full-time (10-month and 12-month) employees shall earn vacation in accordance with the following schedule:

1st and 2nd years:	
1 month service as of 6/30 -	6 hours
2 months service as of 6/30 -	12 hours
3 months service as of 6/30 -	17 hours
4 months service as of 6/30 -	23 hours
5 months service as of 6/30 -	29 hours
6 months service as of 6/30 -	35 hours
7 months service as of 6/30 -	41 hours
8 months service as of 6/30 -	47 hours
9 months service as of 6/30 -	52 hours
10 months service as of 6/30 -	58 hours
11 months service as of 6/30 -	64 hours
12 months service to 24 months of service as of 6/30 -	70 hours
over 2 yrs as of 6/30 -	77 hours
over 3 yrs as of 6/30 -	84 hours
over 4 yrs as of 6/30 -	91 hours
over 5 yrs as of 6/30 -	98 hours
over 6 yrs as of 6/30 -	105 hours
over 7 yrs as of 6/30 -	112 hours
over 8 yrs as of 6/30 -	119 hours
over 9 yrs as of 6/30 -	126 hours
over 10 yrs as of 6/30 -	140 hours
over 20 yrs as of 6/30 -	147 hours

Full service must be completed prior to movement to next bracket by 6/30.

3. (a) Each post-probationary part-time employee who works at least six hundred (600) hours per fiscal year shall be entitled to a proration of ten (10) vacation days with pay based upon the number of hours worked during the immediately preceding fiscal year as related to one thousand eight hundred twenty (1,820) hours.
- (b) Each post-probationary part-time employee who works at least six hundred (600) hours in each of two (2) consecutive years shall be entitled thereafter to a proration of vacation days as set forth in the schedule in paragraph 2 above in each fiscal year he/she works at least six hundred (600) hours, based upon the number of part-time hours worked during the immediately preceding fiscal year as related to one thousand eight hundred twenty (1,820) hours.
4. All post-probationary full-time and part-time twelve-month employment accumulated prior to July 1, 1982, the date of the Agreement as well as that accumulated thereafter, shall be counted in determining eligibility for vacation days under terms of this Section. Beginning with the 1980-

81 fiscal year, full-time 10/month employees shall receive vacation on a pro rata basis consistent with the schedule in paragraph two, except that in determining the length of service no credit shall be given to 10/month or part-time employment service prior to fiscal 1980-81.

5. Each post-probationary full-time and part-time employee who works less than twelve (12) months or one thousand eight hundred twenty (1,820) hours but more than six hundred (600) hours per fiscal year, shall take any paid vacation due only during periods they would normally be scheduled to work and the University is not officially closed.
6. Employees may request advance pay for the number of earned vacation days that they are taking. A written request on an approved form must be prepared and submitted to their supervisor who will send the form to the Associate Vice President of Compensation & Benefits for approval and submission to Payroll. The request must be submitted at least two (2) weeks prior to the start of the vacation period that the request covers in order to receive their check.
7. In the event of a conflict among employees in the same department over available vacation periods, seniority shall prevail.
8. Vacation time may not be used as sick time except in the event of an extended illness and the employee concerned has exhausted all accumulated sick days. In that case the University agrees that the employee's accumulated vacation may be utilized.
9. Upon successful completion of the probationary period, the post-probationary employee shall have vacation time computed from the original date of hire.
10. If otherwise eligible under Section 15, an employee may use the leave provided in Section 15, paragraph 2 in lieu of vacation in the event of the death of a member of his/her immediate family during a scheduled vacation.
11. Each employee who begins full-time employment with the University on or after July 1, 1994, after having first completed five (5) or more years of part-time employment immediately preceding such full-time employment (and provided the employee worked at least six hundred (600) hours in each of those five (5) years, shall be credited with fifty percent (50%) of his/her part-time service when calculating his/her vacation under paragraph 2 of this Section 13.
12. Subject to paragraphs 3(a) and (b) above, full-time employees who became part-time employees during the term of the 2007-2013 collective bargaining agreement will receive credit for their years of full-time service beginning with the date of ratification of the 2000-2007 collective bargaining agreement and thereafter. However, there will be no retroactive payments or awarding of vacation for that period.
13. A post-probationary employee whose employment at the University is terminated shall be entitled to vacation pay that has accrued through the date of termination under the terms of this Section.
14. Vacation shall not be earned while an employee is on workers' compensation for more than four (4) consecutive months.
15. Employees shall have the option, with approval of their supervisor and the AVP of

Human Resources, to carry over five (5) vacation days annually, which must be used no later than September 30.

SECTION 14 SICK LEAVE

1. Each regularly scheduled post-probationary employee shall be entitled to seven (7) hours, or his/her regularly scheduled number of hours per day (calculated by dividing his regularly scheduled weekly hours by five (5)), of sick leave for each calendar month of work. Sick leave may be accumulated during the employee's continuous employment at the University up to a maximum of nine hundred ten (910) hours or twenty-six (26) weeks for full-time employees and four hundred fifty-five (455) hours for part-time employees, except that employees shall not earn sick leave after they have depleted their accumulated sick leave, vacation, and personal time provided they remain off payroll for an entire calendar month.

Sick leave shall be deducted in increments of no less than one-half (1/2) hour.

2. Employees will be paid for sick hours up to their accumulated balance of sick hours at the time of an illness. No retroactive adjustment will be made for sick hours subsequently earned. An employee who is temporarily disabled due to pregnancy shall be entitled to use accumulated sick hours and/or vacation time for that reason.
3. Sick hours cannot be advanced, and no payment will be made for unused sick hours, except employees who have accumulated and maintained the maximum number of sick time hours at the beginning and ending of the 12 month period beginning July 1st will be entitled to a bonus equal to the un-bankable, unused sick time at the employee's standard rate of pay as of June 30.
4.
 - (a) The University may require a doctor's certificate from an employee who has been absent because of illness or disability for more than five (5) days as a condition of payment of sick leave pay.
 - (b) An employee who is absent because of illness or disability for more than five (5) days shall keep the Human Resources Business Partner informed of his/her status by submitting a note from his/her physician specifying the date of the employee's next medical appointment and his/her expected date of return.
 - (c) The parties agree that excessive absenteeism creates a burden on the University and its employees.

In recognition of this fact, the University and the Union agree that excessive absenteeism, which may consist of patterned absenteeism, unexcused occurrences of absences, excessive occurrences, or individual days of absence, may lead to discipline.

The University and the Union also agree that absences authorized under this Agreement, i.e. absences covered under the federal and Connecticut FMLAs, workers' compensation days, sick days authorized by a physician or other

appropriate healthcare provider, will not be included in the determination of excessive absenteeism.

Prior to any formal discipline, the parties will meet with the employee when the University believes an employee has excessive absenteeism in order to provide the employee with the opportunity to correct the excessive absenteeism issue. The employee's complete absence history will be taken into consideration by the University in determining whether discipline should be administered and at what level.

In the event of a dispute, the matter shall be subject to the grievance procedure.

5. (a) An employee who is temporarily disabled due to pregnancy or other non-work related disability will be offered, for a ninety (90) day period from the last date the employee worked before the absence due to pregnancy or other non-work related disability or for the period of medically certified disability, whichever is shorter, the same job he/she held at the University on the last day the employee worked before the absence due to pregnancy or other non-work related disability, or a comparable job if he/she returns after ninety (90) days but not later than the expiration of the period of medically certified disability, at the salary grade and rate currently in effect for the job classification, provided permission to return to University employment is requested from the Human Resources Business Partner of the University, in writing, at least fifteen (15) days prior to the expiration of the leave period, and provided the employee's ability to return to full-time employment is certified by a physician.
 - (b) An employee who is temporarily disabled due to a work-related injury or illness will be offered, for a period of up to one hundred twenty (120) days from the last day the employee worked before the absence due to the work-related injury or illness, or for the period of medically certified disability, whichever is shorter, the same job he/she held at the University on the last day the employee worked before the absence due to the work-related injury or illness, or a comparable job if he/she returns after one hundred twenty (120) days but not later than the expiration of the period of medically certified disability, at the salary grade and rate currently in effect for the job classification, provided permission to return to University employment is requested from the Human Resources Business Partner of the University, in writing, at least fifteen (15) days prior to the expiration of the leave period, and provided the employee's ability to return to full-time employment is certified by a physician.
 - (c) An employee who is temporarily disabled and absent due to a work-related injury or illness for more than ten (10) days shall have his/her physician submit to the Human Resources Business Partner a note describing the employee's condition, his/her physical limitations, and specifying the date of the employee's next medical appointment and his/her expected date of return. This note shall be updated when there is a significant change in the employee's condition and after each appointment the employee has with his/her physician.
6. For employees affected by Paragraph 5 above, the University will continue to pay the appropriate group health insurance for the first six months of such temporary disabilities. Upon

termination of employment, employees may continue their University group health and/or life insurance coverage(s) in force, under the applicable provisions of COBRA for health insurance and the life insurance carrier's portability or conversion provision for life and accidental death and dismemberment.

7. Sick leave shall be usable for absence from work for any of the following reasons:
 - (a) Illness of the employee;
 - (b) An employee's medical or dental appointments which cannot be made outside working hours;
 - (c) Temporary disability resulting from an employee's pregnancy or other non-work-related disability as supported by a physician's statement;
 - (d) When a member's biological, step or adoptive father, mother, son, daughter, grandchild; civil partner, or spouse who resides in the employee's household or son or daughter who is age 18 or younger but does not reside in the employee's household is ill and cannot be left unattended;
 - (e) Any other period during which the employee is unable to perform his/her job for medically related reasons.
8. A post-probationary employee, upon successful completion of the probationary period, shall have sick time computed from the original date of hire. Probationary employees shall accumulate sick time but will not be compensated for sick time taken during the probationary period. They will, however, be eligible to use accumulated sick time beginning with the 91' calendar day of employment. No retroactive payment will be granted for sick time during the probationary period.
9. The University shall grant an employee's request to voluntarily donate his/her accumulated sick time to other employees of his/her choice in the bargaining unit or in the facilities bargaining unit under the following conditions:
 - (a) the donor-employee and the recipient-employee must be post-probationary employees;
 - (b) the donor-employee shall make his/her request to the Human Resources Business Partner on an executed written authorization form;
 - (c) once the written authorization form is executed, the donation may not be revoked by the donor-employee;
 - (d) at the time of the donation the recipient-employee must have no accumulated sick time hours, personal time or more than one week of vacation;
 - (e) at the time of the donation the recipient-employee must be absent from work due to the recipient-employee's non-work related illness or disability which is serious and/or catastrophic in nature ("serious and/or catastrophic" shall mean a disabling physical or mental illness, injury, or condition that involves inpatient care in a hospital, a nursing home, or

hospice, or outpatient care requiring continuing treatment or supervision by a physician, e.g. AIDS, cancer, major surgery, but excluding a disability resulting from the birth of a child unless complications occur as a result which convert such disability into a serious and/or catastrophic illness);

- (f) donations by the donor-employee to the recipient-employee must be in increments of no less than one full day, except that in the case of a Facilities employee donating such donation will be an eight (8) hour day;
 - (g) the recipient-employee may receive up to a maximum of forty (40) days of sick leave under this paragraph in any consecutive twelve month period at his/her straight-time rate of pay;
 - (h) the donor-employee may give up to a maximum of 10% of his/her banked sick time hours per fiscal year, and such donation shall be charged against the donor-employee at his/her straight time rate of pay;
 - (i) if the recipient-employee dies before returning to work and he/she has not used any or all of the donated sick time as of the date of his/her death, the unused donated sick time shall be donated to a charity designated by the Union in the name of the deceased; and
 - (j) if the recipient-employee returns to work before using any or all of the donated sick time, the donated unused sick time shall remain credited to the recipient-employee.
- 10 A list of each employee's accumulated sick leave shall be maintained by the University. Each employee shall be notified at least once annually of his or her accumulated sick leave.

SECTION 15 PAID TIME OFF

1. Jury Duty

In the event that an employee is called for jury duty, he or she shall receive his or her regular pay for time spent on jury duty with a deduction for amounts received in jury pay. During periods of jury duty an employee shall report to work during any intervals when the employee is not actually performing his or her official responsibility and when he or she would otherwise be scheduled to work.

2. Death in the Family

In the event of death in the employee's immediate family, namely the employee's natural, step-, or adoptive father, mother, son or daughter, grandchild, or the employee's husband or wife, or civil union partner, the leave with pay granted shall be five (5) working days. In the event of death of certain other family members, namely the employee's father-in-law or mother-in-law, or the employee's natural, step-, or adoptive grandparent, brother, sister, son-in-law, or daughter-in-law, three (3) days of leave with pay shall be granted. In the event of death of another family member, namely aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, or the employee's spouse's grandparent, one (1) day's leave with pay shall be granted. The same paid leave shall be available

in the event of the death of any person residing in the employee's household having the legal relationship to the employee of spouse. An employee who requires additional time off due to death in the family must obtain prior approval of the immediate supervisor, such additional time off may be used as personal or vacation (in any order) and then unpaid unless arrangements can be made with the immediate supervisor to make up the hours.

Under extenuating circumstances, leave to attend other funerals will be granted. Permission for such leave must be obtained in advance from the employee's immediate supervisor, with notice to the Human Resources Business Partner, and shall be without pay. Time taken off for this purpose may be made up at the discretion of the employee's immediate supervisor.

Leave under this paragraph 2 must be completed by the later of two days after the funeral or memorial service (note: one or the other — not both), or five (5), three (3) or one (1) working days, depending upon the employee's relationship with the deceased and the number of paid days provided under this paragraph 2, after the date of death. Working days in this paragraph includes holidays under Section 12.

- 3 (a) Personal Time
Each full-time post-probationary employee shall be entitled to three (3) personal days off with pay per fiscal year, except that if an employee is hired after December 31st he/she shall be entitled to only one (1) personal day off with pay during that first fiscal year.
 - (b) Each part-time post-probationary employee who works at least six hundred (600) hours will receive one (1) personal day in each of his/her first three (3) years of service provided he/she is scheduled to work at least six hundred (600) hours in each year. Thereafter, the employee will be entitled to two (2) personal days off with pay per calendar year provided he/she is scheduled to work at least six hundred (600) hours in each year.
 - (c) Employees shall advise their supervisor at least three (3) days in advance when they are requesting to use their personal time except in the event of an emergency. Such permission shall not be unreasonably denied.
 - (d) Effective July 1, 2008, personal time may be taken immediately before or immediately after a vacation or holiday.
 - (e) There is no minimum increment for taking personal time.
4. Unusual Weather Conditions, including snow but not limited to same:
 - (a) The University is presumed to be open and each office to be functioning regardless of prevailing weather conditions, except as provided below.
 - (b) The canceling of day and/or evening classes automatically closes the offices of the University during the period(s) classes are canceled.
 - (c) In the event of serious weather conditions, the Executive Vice President & Provost will decide and announce via the University website www.quinnipiac.edu and the University weather line 582-8989. In addition, the University will reimburse employees for long distance

calls made to the weather line by the employee on days with inclement weather provided adequate documentation is submitted and approved.

(d) Unless the Executive Vice President & Provost -announcement specifically mentions the closing of University offices or classes, offices are to be considered open and functioning. Should the Executive Vice President & Provost decide to officially close the University due to the prevailing weather (canceling of classes and closing of all offices), notification will be made before 7:00 a.m. to the website and weather line listed above.

(e) Whenever it is deemed necessary to close or schedule a delay in the opening of the University for official business due to inclement weather, and when notice has been given as required above, the following policy rule will be observed:

In the event the opening is delayed, any employee arriving at the University by the scheduled opening time shall receive a normal day's pay.

Any employee who arrives for work, and commences to work in his/her regularly assigned labor grade prior to a scheduled delayed opening time, will not be granted compensatory time or additional compensation for the time he/she has worked during the aforesaid delayed opening of the University.

Any employee who arrives for work and commences to work in his/her regularly assigned labor grade, and continues to work after the University has been closed, will not be granted compensatory time or additional compensation for the time he/she has worked during the aforesaid delayed opening of the University. Any employee who arrives for work and commences to work in his/her regularly assigned labor grade when the University is closed, will not be given compensatory time or additional compensation for the time he/she has worked during the aforesaid closing of the University.

If an employee is requested or directed to work outside their normally scheduled work hours, the employee will receive compensatory time or additional compensation for the hours worked in accordance with Section 7.

(f) All employees, regardless of length of service, shall not be required to work and shall be paid for any regularly scheduled workday when the offices of the University are closed due to unusual weather conditions.

5. If the University closes down for the day due to mechanical breakdowns or any unusual or emergency situations, employees will be given that time off with pay.
6. The University may identify from a list of volunteer personnel who will be anticipated to work when the University is closed due to weather or other emergency situations. Employees will be paid time and one-half their normally applicable rate for such work. In the event there are more employees who volunteer than necessitated for a given weather or other emergency situation, a rotating seniority list shall be utilized.

**SECTION 16
JOB PLACEMENT**

1. (a) Whenever a clerical or technical position becomes available, notice of the vacancy will be posted within seven (7) working days within the University for five (5) working days and a written description of the position, including the job classification, qualifications required, and salary range, will be made available to each employee. The University will make every reasonable effort to fill the available job as soon as possible. Temporary positions will be offered to unit members where schedules permit.
- (b) The University will notify the Unit Officers within three (3) business days of the closing of the posting referred to in subparagraph (a) above as to the number of internal applicants that bid on the position. The University will notify the Unit Officers of the identity of such internal applicants provided the applicants agree to such disclosure in writing.

First preference for the available position shall be given to the best qualified current employee who meets the stated qualifications and who applies and/or is recommended for the position by the immediate supervisor, which recommendation shall not be unreasonably denied. In the event that there are two candidates of equal qualifications, the most senior employee will be given first preference for the available position.

2. Newly hired employees shall be normally placed at the minimum step of the salary range covering the employee's job. If the University determines that there is a need to start a newly hired employee at a rate of pay higher than the minimum step, the University shall meet with the Unit Officers and/or Union staff representative, and may do so if the parties mutually agree in writing. If the parties agree on the need to start a newly hired employee at a rate of pay higher than the minimum step, notice of vacancy for the job will be re-posted with the new salary range for three (3) working days.
3. (a) Employees who move from a position in one labor grade to a position in a higher labor grade shall be placed on that step in his/her new rank which will provide an increase at least equal to the greater of sixty cents (.60) or the smallest increase received by an employee, other than one on the last step in the new labor grade in the year in which the change takes effect. Once placed in the new labor grade, such an employee shall move to the next higher step in accordance with the provisions of Section 8, using the anniversary date in his/her prior job as the anniversary date for future step increases when applicable.
- (b) Employees who move from a position in one labor grade to a position in a lower labor grade shall be placed on the same step he/she was on in the higher labor grade immediately before the move. Once placed in the new labor grade, such an employee shall move to the next higher step in accordance with the provisions of Section 8, using the anniversary date in his/her prior job as the anniversary date for future step increases when applicable.
4. When a vacancy exists in an administrative job at the University, such vacancy shall be posted for five (5) working days within the University and a written description of the position, including the job classifications and qualifications required, will be made available to each clerical and technical employee.

5. The University will provide the Unit Officers and the Union with a list of newly hired employees and their rate of pay on a monthly basis.

SECTION 17 EQUAL EMPLOYMENT OPPORTUNITY

Quinnipiac University is an equal opportunity employer. Neither the University nor the Union will discriminate against any member of the bargaining unit on the basis of race, religion, physical or mental disability, national origin, sex, age, marital status, collective activity, sexual orientation, gender expression or identity, veteran status, political affiliation or other protected status under state, federal or local laws. The University maintains the right to provide reasonable accommodations to individuals with disabilities who are otherwise qualified to perform the essential functions of their position in accordance with the applicable law. Both the University and the Union will cooperate affirmatively to insure that the terms and conditions of this Agreement will be administered without such discrimination, as provided in federal or state statutes and regulations issued pursuant thereto.

SECTION 18 PERSONNEL FILES

1. The University shall maintain only one (1) Personnel File and one (1) Medical File for each member of the bargaining unit. The personnel file and medical file will only be maintained in the office of the Vice President of Human Resources. The contents of these files will conform to the requirements as outlined in present or future state and/or federal statutes. Such files are the property of the University and will be available for inspection by the employee upon request to the Vice President of Human Resources.
2. The employee may, upon written request, receive one (1) copy, during the life of this Agreement, of each piece of material in the file. The employee will be given a copy of any material which is to be inserted in his or her file; any employee shall be entitled to add to his or her file a reasonable response to any material in his or her file. Pursuant to present or future state and/or federal statutes, the University shall provide to all employees a copy of its then current policies on insertion or removal of material from the employee files.
3. Students shall not have access to any employee's personnel file.
4. Employees shall be notified of any wage garnishments that the University may be required to deduct from the employee's pay, prior to doing so.

SECTION 19 TERMINATION

1. The power of discharge and discipline lies with the University. The University agrees that discipline and discharge shall be for just cause only, subject to the grievance procedure, and shall when practical be progressive in nature. The Union shall be advised of all disciplinary actions other than verbal warnings. No employee shall be disciplined or discharged at any time without notice except for just cause, limited to flagrant offenses such as theft, fraud, and dishonesty. No employee

shall be disciplined or discharged with notice except for cause and in accordance with paragraphs two (2) and three (3) below.

2. All newly hired employees will be on probation for the first one hundred and twenty (120) calendar days of employment. During the probationary period, the employee's job performance will be evaluated by the immediate supervisor every two (2) calendar weeks, and the employee will be subject to termination at the sole discretion of the University. Should *an* employee be terminated prior to the second review (four calendar weeks), the termination may be without benefit of notice or pay in lieu of notice. However, in order for the University to terminate without notice, the first review must have occurred on a timely fashion. Termination subsequent to the second review would be accompanied by five days' notice or five days' pay in lieu of notice.
3. Written notice of unsatisfactory performance will be given a post-probationary employee by the Vice President of Human Resources or his/her designee—upon the recommendation of the employee's immediate supervisor. Such written notice shall state the reasons why the employee's supervisor finds the employee's performance unsatisfactory. The employee shall be given thirty (30) days in which to correct the deficiencies. The immediate supervisor will be required to report in writing to the Vice President of Human Resources or his/her designee -on the performance of the employee at the conclusion of the thirty (30) day period. In the event of repeated failure to rectify unsatisfactory performance, the supervisor may recommend termination. In the event the supervisor's report recommends termination, the employee will be given two (2) weeks' written notice, or two (2) weeks' pay in lieu of notice, prior to termination. If the supervisor recommends that the employee be retained, the warning will be withdrawn and the employee will be so notified; however, the warning will be retained for any further progressive discipline.
4. A post-probationary employee whose employment at the University is terminated shall be entitled to vacation pay which has accrued through date of termination. Post-probationary employees who are terminating due to resignation or retirement should submit their notice to their supervisor for transmittal to the Human Resources Business Partner at least two (2) weeks prior to date of leaving. Employees are expected to work their regularly scheduled hours, except in the event of unforeseeable emergency conditions. Sick time or personal time shall not constitute a working day to satisfy this requirement, except in cases of sickness or injury which is validated in writing by a physician.

SECTION 20 GRIEVANCE PROCEDURE

1. There shall be two Union Unit Officers/stewards selected by the Union in whatever manner the Union chooses who will participate in the Grievance Procedure on work time. The University may allow more than two Unit Officers/stewards. There will be no limitation on the number of stewards who may participate in the grievance procedure during non-work time.
2. The Union and the University agree to encourage employees and supervisors to meet and discuss problems in an attempt to settle them prior to the filing of a grievance. Employees may have the steward of his/her choice attend this meeting. Should any difference arise between the University and the Union or any employee represented by the Union, an earnest effort to settle such difference shall be made in the following manner:

Step 1. Any complaint shall be presented in writing within thirty (30) calendar days of the incident, or knowledge of the incident, by the Unit Officer/Union Steward, the employee or the Union representative. Such complaint shall constitute a grievance. The Vice President of Human Resources or his/her designee and the immediate Supervisor shall within seven (7) working days after the submission of the written grievance schedule and conduct a meeting with the employee, the Unit Officer/Union Steward and/or the Union representative in an attempt to resolve the grievance and the Vice President of Human Resources or his/her designee shall render a written decision within 5 working days.

Step 2. If no satisfactory settlement is reached in Step 1 or if the Vice President of Human Resources or his/her designee does not render a written decision within 5 working days following the meeting, the grievance shall within five (5) working days be submitted in writing by the employee, Unit Officer/Union Steward, or Union representative to the Vice President of Human Resources. The Vice President of Human Resources and his or her designee shall within seven (7) working days after submission of the written grievance, schedule and conduct a meeting with the employee, the Unit Officer/ Union Steward and/or the Union representative in an attempt to resolve the grievance and shall render a written decision within 5 working days following the meeting.

Step 3. If no satisfactory settlement is reached in Step 2 or if the Vice President of Human Resources and his/her designee do not render a written decision within five (5) working days following the meeting, the grievance shall within five (5) working days be submitted in writing by the employee, Unit Officer/Union Steward, or Union representative to the Executive Vice President & Provost. The Executive Vice President & Provost shall within thirty (30) calendar days after submission of the written grievance, schedule and conduct a meeting with the employee, the Unit Officer/Union Steward and/or the Union representative in an attempt to resolve the grievance and shall render a written decision within the later of thirty (30) calendar days after the submission of the grievance in Step 3 or five working days of the meeting.

Step 4. If no satisfactory settlement is reached at Step 3 or if the Executive Vice President & Provost does not render a written decision within the stated time limits, the Union may within thirty (30) calendar days refer the matter to final and binding arbitration. The University and the Union will confer during that thirty (30) calendar day period regarding the selection of an arbitrator. In the absence of an agreement between the parties, the Union will file for arbitration with the American Dispute Resolution Center, Inc. for any termination action taken by the University and to the Connecticut State Board of Mediation and Arbitration for all contract disputes and disciplinary matters except terminations between parties. All costs, fees, and expenses of the arbitration shall be divided equally between the University and the Union. Each respective party shall pay the cost of its own legal fees.

3. Time limits contained in this Section may be extended by mutual agreement.
4. The parties agree it is their mutual obligation to attempt to resolve disputes at the lowest possible level.

SECTION 21 PARKING

The University shall continue to provide safe, adequate, and free parking in the customary locations for each member of the bargaining unit. The University shall continue to provide special parking arrangements for employees with temporary or permanent handicaps.

SECTION 22 LEAVE OF ABSENCE

1. An employee may be entitled to an unpaid leave of absence for good cause. If the leave is sixty (60) days or less the employee will be offered the same job he/she held at the University on the date the leave commenced; if the leave is more than sixty (60) days but less than six months the employee will be offered a comparable job at the University on the date the leave commenced; or if the leave is more than six months but is twelve months or less the employee will be offered the next available comparable job at the University, at the salary grade and rate currently in effect for the job classification. If the leave is more than twelve months the employee is not entitled to any job at the University, but if rehired will suffer no loss of seniority provided restoration of seniority would be for purposes which are not inconsistent with the provisions of any benefit plan offered by the University. Except in the event of an emergency, the employee shall request such leave of absence in writing no less than two (2) weeks before the beginning of the requested leave. Such leave shall be approved for specific periods of time by the Department Supervisor and the Human Resources Business Partner. Such approval shall not be unreasonably denied.
2. Employees who are on approved leaves of absence may continue their University group health and/or life insurance coverage in force by paying the entire cost of the coverage(s) to the University on or before the first day of each month in which the premium(s) is (are) due.
3. If the employee does not return to work at the conclusion of such unpaid leave of absence, the employee shall be subject to termination or given an extension on the same basis as that described above.
4. The University shall send the Union written notice of its acceptance or rejection of any request for an unpaid leave of absence, or extension of same.

SECTION 23 SEVERABILITY

If any section or clause of the Agreement is in violation of any state or federal laws, such section or clause shall be renegotiated and amended to comply with the laws, within thirty (30) days after due notice by either party to the other party. The remainder of this Agreement shall remain in full force and effect.

SECTION 24 DEFINITIONS

1. "Employee" shall mean any full-time or part-time clerical/technical employee at the
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University.

2. "She," "her," or "hers" shall mean "he," "him," or "his" as appropriate, and vice versa.
3. "Fiscal year" shall mean the period July 1 through June 30.
4. "Continuous employment" shall mean uninterrupted employment at the University; approved leaves of absence will not negate uninterrupted employment, yet same will not be included in the calculation of the duration of continuous or uninterrupted employment.
5. "Dependent" - defined as a dependent child. Shall be either:
 - (a) A dependent child for whom the employee and spouse provide over half the total support during the calendar year, or
 - (b) Dependent child is a member of the employee's household, and not more than twenty-five (25) years of age.
6. "Legal spouse" - defined as the individual to whom the employee is either:
 - (a) legally married and living with as husband and wife, or
 - (b) married or living with in a common-law marriage that was recognized by the state where the common/law marriage began, or
 - (c) married and from whom the employee is living apart but is not legally separated under a final decree of divorce or separate maintenance; or
 - (d) a civil union partner.
7. (a) "Full-time employee" is defined as an employee who works 35 hours per week for twelve (12) months.
 - (b) "Full-time employee" shall also be defined as an employee who regularly works thirty-five (35) hours per week for more than nine (9) months but less than twelve (12) months.

**SECTION 25
HEALTH & SAFETY - QUALITY OF WORK LIFE**

1. The parties recognize that employee morale is important to productivity and to job satisfaction.
 2. The University agrees to meet upon request with the employees in each department to discuss any problems, suggestions, or plans which either party may wish to discuss. The University agrees to give good faith consideration to any suggestions employees may make during such meetings.
 3. The University agrees to provide safe and healthy working conditions for all employees. The
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employee agrees to adhere to all legally required safety procedures and to abide by reasonable safety regulations posted by the University.

4. If safety equipment is found to be necessary by a State or Federal agency or through a mutual agreement, the cost of such equipment shall not be charged to the employees.
5. The University agrees, upon request by bargaining unit members and/or Union, to study jointly any potential health or safety problem affecting members of this bargaining unit, and following such study, to implement procedures or policies which will insure the health and safety of the employees as well as the integrity of the University. In the event an employee observes what he/she believes is an unsafe/unhealthy working condition, the employee shall have the right to notify the Vice President of Human Resources or his/her designee who will investigate. No employee will be subject to discipline for giving such notification.
6. Provided there is a topic to discuss, the Unit Officers and the Human Resources Business Partner shall meet once during each semester and once during the summer to discuss areas of common concern. Additional meetings will be held if requested.
7. Cell phones that are not issued by the University may not be used during working time.


SECTION 26 DURATION

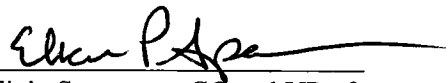
- 1 This Agreement shall go into full force and effect on July 1, 2019, except as otherwise stated or amended, and will remain in full force and effect through June 30, 2024. During the life of this Agreement its terms may be revised or altered only by written agreement between the University and the Union.
2.
 - (a) At least four (4) months prior to the expiration of this Agreement and upon written notice by the University or the Union, the Union and the University shall meet informally, separate and apart from contract negotiations, to discuss whether to extend the non-economic terms of this Agreement and reopen negotiations solely on economics.
 - (b) If the University and the Union agree to extend this Agreement as stated in 2(a) above, a written addendum reflecting such agreement shall be executed by the parties.
 - (c) If this Agreement is not extended by the University and the Union, at least three (3) months prior to the expiration of this Agreement and upon written notice by the University or the Union, a negotiations committee selected by the Union shall meet and negotiate with representatives of the University to negotiate a new Agreement. If a new Agreement is not concluded prior to July 1, 2019, this Agreement shall be automatically renewed from month to month during the period of continuing negotiations until either party notifies the other in writing of its intent to terminate said Agreement or a new Agreement is concluded.
- 3 Copies of this completed signed Agreement shall be provided to each member of the Union by the University within four (4) weeks of signing at no expense to the Union.

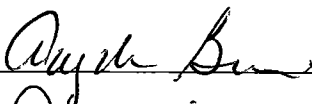
IN WITNESS WHEREOF, the parties have executed this Agreement as of this day.

UNITED PROFESSIONAL &
SERVICE EMPLOYEES UNION LOCAL 1222

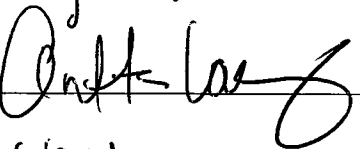
QUINNIPIAC UNIVERSITY

By: 
Kevin E. Boyle, Jr., President

By: 
Elicia Spearman, GC and VP of
Human Resources

By: 

Date: 7/6/2020

By: 

Date: 6/22/2020

Memorandum of Agreement

During negotiations for the Collective Bargaining Agreement covering the period July 1, 2005 through June 30, 2007, UPSEU Local 1222 and Quinnipiac University agreed that the following which was adopted by the predecessor union and the University effective July 1, 1989 shall remain in full force and effect:

To amend the definition of "Education", "2nd degree" and "3rd degree" set forth in the American Association of Industrial Management Job Evaluation Plan for Office Clerical Jobs as follows:

EDUCATION

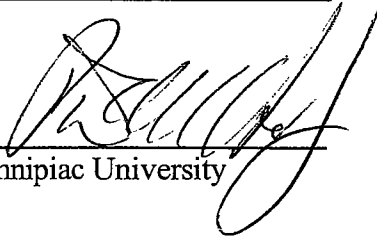
2nd Degree

Knowledge of elementary accounting (e.g. ability to maintain simple line item budgets and/or enter data into computer or written formats), and/or knowledge of secretarial procedures, including operation of office equipment such as word processors, personal computer word processing program or office equipment of equivalent or lesser difficulty, and/or knowledge of a variety of laboratory procedures. Equivalent to high school plus additional specialized courses.

3rd Degree

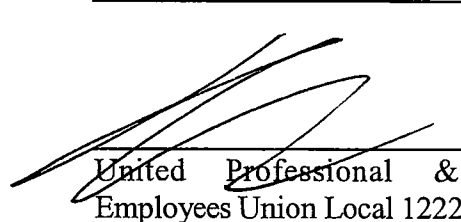
Thorough knowledge of a specialized or technical field or fields such as general accounting (e.g. maintaining complex line item budgets), advanced knowledge of secretarial procedures, including high proficiency in word processing (i.e. the ability to complete large volumes of complex material rapidly and with a very high degree of accuracy and to proofread such material), the ability to regularly compose non-routine correspondence, and/or possession of other technical skills (e.g. creation of spreadsheets and information retrieval by query software) and strong communication and interpersonal skills, Equivalent to high school plus additional specialized courses.

Dated: 2-13-06



Quinnipiac University

Dated: 2-8-06



United Professional & Service
Employees Union Local 1222

Memorandum of Agreement

During negotiations for the collective bargaining agreement effective July 1, 2000, between Quinnipiac University and Local 217, Hotel and Restaurant Employees and Bartenders Union, AFL-CIO, the University and the Union agreed to the following:

1. An "Evaluation Committee" will be created that will consist of Anna Spragg, Lucille Giannino, and Linda Broker for the University and three union stewards for the Union. The Evaluation Committee will meet monthly on the third Monday of the month during an 18 month period, which is to begin during the month following ratification of the contract. When either the University or the Union is not available for a monthly meeting, the time line will be extended by one month. If a resolution is not reached within the 18 month period, or the extended period, either party may request that a mediator, to be mutually agreed upon by the parties, be brought in to assist the parties in resolving the outstanding issues.
2. The Evaluation Committee will discuss and consider the following:
 - a. If the re-evaluation committee denies a requested upgrade, should a detailed explanation be sent to the employee and the union explaining the justification of the University's decision? Should a copy also be given to the union stewards by the end of the next business day?
 - b. How to ensure that job descriptions shall accurately reflect the significant or material duties currently being performed in the job?
 - c. Should jobs be evaluated every three years to assess accuracy of the job descriptions?
 - d. When job descriptions are changed by the University, should copies be forwarded to all stewards by the Director of Human Resources three days prior to any posting?
 - e. In the event a job is eliminated, should all affected employees have their job descriptions revised to reflect any additional duties?
 - f. Should the following sentence remain in the Memorandum of Agreement (Re-Evaluation): "If the designated person is a union steward, then such union steward will not be permitted to participate in any subsequent grievance that might be filed concerning this request for revaluation"?
 - g. Should the following sentence remain in the Memorandum of Agreement (Re-Evaluation): "The University's decision to revoke permission will not be subject to the grievance or arbitration process. - - Evaluation Committee to consider"?

h. Should the following sentence remain in the Memorandum of Agreement (Re-Evaluation): "If the Director of Personnel, in her sole discretion, determines that she will not arrange a work schedule to allow the employee to take such course, the Director of Human Resource's decision will not be subject to the grievance and arbitration process."?

Dated: *October 27, 2001*

[Signature]
Quinnipiac University

[Signature] *October 11, 2001*
Local 217, Hotel and Restaurant
Employees and Bartenders Union,
AFL-CIO Dated:

MEMORANDUM OF AGREEMENT

During negotiations for the Collective Bargaining Agreement covering the period July 1, 2005 through June 30, 2007, UPSEU Local 1222 and Quinnipiac University agreed that the following which was adopted by the predecessor union and the University effective July 1, 1989 shall remain in full force and effect:

1. Any employee who requests a re-evaluation of her job shall be permitted to have a person designated by the Union accompany her to the re-evaluation meeting before University administrators. The designated person shall be a bargaining unit employee, selected and trained by the University and the Union. If the designated person is a Unit Officer/Steward, then such Unit Officer/Steward will not be permitted to participate in any subsequent grievance that might be filed concerning this request for re-evaluation. The designated person may not speak or participate in the meeting in any manner or at any time except to provide counsel to the employee in a quiet and courteous manner that is not disruptive to the meeting. The University administrators will not question or accept answers or questions from the designated person. If the University decides at any time during the term of the contract that by permitting the presence of the designated person in the meeting is detrimental to the meeting or process, the University may, in its sole discretion, immediately revoke permission for a designated person to attend a reevaluation meeting in process or any subsequent re-evaluation meeting. In the event the University revokes such permission, the University will advise the Union of its reasons for doing so. The University's decision to revoke permission will not be subject to the grievance or arbitration process. In consideration for the foregoing, the Union agrees that if a bargaining unit member or the Union files a grievance over the Committee's denial of an upgrade, the Union will prepare and submit to the Vice President for Finance and Administration a written explanation identifying why the bargaining unit member and/or the Union believes the Committee's decision to deny the upgrade was wrong. This written submission will be provided to the Vice President a reasonable period of time in advance of any third step meeting. The time limits in the contract for the Vice President for Finance and Administration to schedule and conduct a meeting with the employee, the Unit Officer, Union Steward and/or the Union representative and the time limit for the Vice President to render a written decision will not begin to run until the Union's written submission is given to the Vice President.
2. If an employee is in the highest step as of her anniversary date but separates from employment with the University due to retirement prior to the following month of June in any given year, the employee will be paid a pro rata portion of the continuous service supplement at the time of her separation.
3. When the University employs a temporary employee to fill a bargaining unit position, the University will send a letter to the Union's designee advising her that a temporary employee has been hired and the expected duration of the temporary employee's employment.

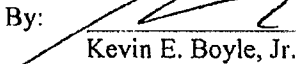
4. If an employee to meet a degree requirement is required to take a course which is not taught at any other time whatsoever except in a seventy-five minute time slot that covers the employee's sixty minute lunch period and fifteen minutes beyond the employee's sixty minute lunch period, the employee shall request a meeting with the Associate Vice President of Human Resources who will consider whether to arrange a work schedule to allow the employee to take such course. If the Director of Personnel in her sole discretion, determines that she will not arrange a work schedule the employee to take such course, the Associate Vice President of Human Resource's decision will not be subject to the grievance and arbitration process.

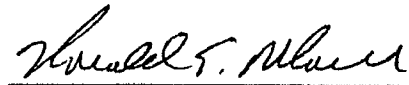
MEMORANDUM OF AGREEMENT

Memorandum of Agreement –During negotiations for the Collective Bargaining Agreement covering the period July 1, 2013 through June 30, 2019, UPSEU Local 1222 and Quinnipiac University agreed to the following: Antoinetta Carmody and Lauren Cushman, will be eligible for the Education Benefit as provided for in Section 11, 1.B. except they will receive a pro rata reduction in tuition after completing one year of continuous employment based upon the average number of hours worked during that year as related to one thousand eight hundred twenty (1,820) hours.

UNITED PROFESSIONAL &
SERVICE EMPLOYEES UNION LOCAL 1222

QUINNIPIAC UNIVERSITY

By: 
Kevin E. Boyle, Jr., President

By: 
Ronald E Mason, Vice President of Human
Resources

Date: 4/16/14

Date: 4-23-14

7/1/2019 Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14
G r a d e	4	21.92	22.14	22.39	22.66	22.88	23.15	23.41	23.63	23.90	24.13	24.38	24.65	24.97	25.28
	5	22.94	23.19	23.48	23.74	23.99	24.29	24.53	24.79	25.06	25.31	25.57	25.85	26.17	26.47
	6	23.99	24.31	24.58	24.89	25.18	25.47	25.77	26.06	26.36	26.64	26.95	27.23	27.56	27.86
	7	25.05	25.33	25.65	25.97	26.29	26.59	26.88	27.20	27.52	27.82	28.14	28.44	28.76	29.07
	8	26.08	26.40	26.72	27.04	27.38	27.69	28.02	28.36	28.67	29.01	29.34	29.66	29.97	30.27

7/1/2020 Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14
G r a d e	4	22.36	22.59	22.84	23.12	23.34	23.62	23.88	24.11	24.38	24.62	24.87	25.15	25.47	25.78
	5	23.40	23.66	23.95	24.21	24.47	24.77	25.02	25.28	25.56	25.81	26.08	26.36	26.70	27.00
	6	24.47	24.79	25.07	25.39	25.69	25.98	26.28	26.58	26.88	27.18	27.49	27.78	28.11	28.41
	7	25.55	25.83	26.17	26.49	26.81	27.12	27.41	27.75	28.07	28.37	28.70	29.01	29.34	29.65
	8	26.60	26.93	27.26	27.58	27.92	28.25	28.58	28.92	29.25	29.59	29.92	30.25	30.57	30.88

7/1/2021 Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14
G r a d e	4	22.81	23.04	23.29	23.58	23.80	24.09	24.35	24.59	24.86	25.11	25.36	25.65	25.98	26.30
	5	23.87	24.13	24.43	24.69	24.96	25.27	25.52	25.79	26.07	26.33	26.60	26.89	27.23	27.54
	6	24.96	25.29	25.58	25.89	26.20	26.50	26.81	27.11	27.42	27.72	28.04	28.33	28.67	28.98
	7	26.06	26.35	26.69	27.02	27.35	27.67	27.96	28.30	28.63	28.94	29.28	29.59	29.93	30.24
	8	27.14	27.46	27.80	28.13	28.48	28.81	29.15	29.50	29.83	30.18	30.52	30.86	31.18	31.50

7/1/2022 Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14
G r a d e	4	23.26	23.50	23.76	24.05	24.28	24.57	24.84	25.08	25.36	25.61	25.87	26.16	26.50	26.82
	5	24.34	24.61	24.92	25.19	25.46	25.77	26.03	26.30	26.60	26.86	27.14	27.43	27.78	28.09
	6	25.46	25.79	26.09	26.41	26.73	27.03	27.34	27.66	27.97	28.27	28.60	28.90	29.25	29.56
	7	26.58	26.88	27.22	27.56	27.89	28.22	28.52	28.87	29.20	29.52	29.86	30.18	30.52	30.85
	8	27.68	28.01	28.36	28.70	29.05	29.39	29.73	30.09	30.43	30.78	31.13	31.48	31.80	32.13

7/1/2023 Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14
G r a d e	4	23.73	23.97	24.23	24.53	24.76	25.06	25.34	25.58	25.87	26.12	26.39	26.69	27.03	27.36
	5	24.83	25.11	25.42	25.69	25.97	26.29	26.55	26.83	27.13	27.39	27.68	27.98	28.33	28.65
	6	25.97	26.31	26.61	26.94	27.26	27.57	27.89	28.21	28.53	28.84	29.17	29.48	29.83	30.15
	7	27.12	27.41	27.77	28.11	28.45	28.78	29.09	29.45	29.79	30.11	30.46	30.78	31.14	31.47
	8	28.23	28.57	28.93	29.27	29.63	29.98	30.33	30.69	31.04	31.40	31.75	32.11	32.44	32.77

