

# **COLLECTIVE BARGAINING AGREEMENT**

*By and Between*

**QUINNIPIAC UNIVERSITY**

*and*



**FACILITIES UNIT**

**UNITED PROFESSIONAL &  
SERVICE EMPLOYEES UNION  
LOCAL 1222**

Effective JULY 1, 2019 through JUNE 30, 2024

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**THIS AGREEMENT**, entered into this \_\_\_\_ of day of June 2020, by and between Quinnipiac University, hereinafter 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 maintenance employees, excluding student employees, office clericals, professional employees, guards, and supervisors, and all other employees. 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 AND SECURITY**

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 non-working 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 permit the Union to use campus mail facilities without charge.
  3. The Union may use appropriate bulletin boards for posting of official Union notices, provided a copy of any such notice shall be delivered to the Vice President of Human Resources at the time of posting.
  4. The Union shall be permitted to use appropriate University rooms without charge for membership meetings. Employee shall be excused from his or her work obligations, for the purpose of Union business, except:
    - (a) The University agrees that during working hours, with one week's notice in writing to the Human Resources Business Partner, 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 two per year or three during the year immediately preceding the expiration of the contract, each meeting not to exceed one and one-half hour in duration.

- (b) The University agrees to allow the grievant and two (2) Unit Officers/Stewards to attend grievance committee meetings, pursuant to Section 21, 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 21, conducted during non-working hours, with no pay.
  - (c) The University may allow the Union Negotiating Committee members to attend negotiating sessions during working hours, on the University premises, without loss of pay.
- 5. All members of the 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 an amount equal to the uniformly required Union dues and initiation fees beginning on the 31<sup>st</sup> day after the employee's date of hire or the 91<sup>st</sup> day after the execution of this Agreement, whichever is later. 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 Human Resources of non-compliance with the terms of this Section for the purposes of terminating said employee.
- 6. 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 five (5) days advance notice from the Union, provided the total leave under this provision for the bargaining unit as a whole does not exceed five (5) shifts per year, and provided further that no more than two (2) 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 days for this leave.
- 7. 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 and deductions will be made by the Employer in the month following in which the Employer receives written notice of the change from the Union.

**SECTION 5  
JOB CLASSIFICATIONS**

- 1. Employees shall be classified into the following job classifications:
  - a. Custodian
    - (i) Custodian- Trash Truck
    - (ii) Custodian – Housekeeper
  - b. Groundskeeper
  - c. Groundskeeper/Ice Technician
  - d. Maintenance Mechanic II
  - e. Maintenance Mechanic I

- (i) General
- (ii) Master carpenter
- (iii) Automotive
- f. Licensed Mechanic
  - (i) Electricians
  - (ii) HVAC
  - (iii) Plumber

2. Job descriptions for each classification are contained in the documents entitled "Position Descriptions." If the parties cannot reach agreement on such job descriptions within a reasonable time, any matters in dispute shall be submitted to a mutually agreeable arbitrator for final and binding arbitration, and the arbitrator's award shall also be made a part hereof. Within one hundred twenty (120) days of ratification the parties shall meet to discuss job descriptions.

## SECTION 6 STAFFING

1. The University will not contract out any work which is customarily performed at the University by bargaining unit members, or any work which the bargaining unit is capable of performing by virtue of the work of bargaining unit members in their respective occupational classifications, except in cases of emergency, short-term peaks of work, or special projects creating a temporary need for substantial additional manpower and/or equipment. In no event will the University contract out or give to student employees any work which the bargaining unit is capable of performing if a result would be the layoff or reduction in hours of employees nor will contracting out work or giving it to student employees be used to reduce the bargaining unit through attrition. When a student is assisting a bargaining unit employee on a particular job and the bargaining unit employee's shift ends, the student may not continue to work on the same job assignment unless another bargaining unit employee is assigned to that same job.
2. It is understood, however, that the University may make such arrangements as are necessary to perform work which is not normally expected, is not normally staffed for, and is not ongoing in nature, if such work cannot be performed by the members of the bargaining unit at that time and if there is no layoff or reduction in hours of bargaining unit employees.
3. Terminated employees, or employees who it is known will be absent for a substantial period of time, will be replaced as soon as practicable, and their jobs will be posted within seven (7) working days. Temporary jobs will be posted as temporary.
4. Employees shall not normally be required to perform work customarily performed by other classifications.

In the event employees do perform work in a lower paying classification, they will be paid at their regular rate; if they perform work in a higher paying classification for one-half continuous hour or more of the shift, they will be paid at the higher rate for all such



work performed in the higher paying classification or one hour, whichever is greater.

5. (a) Bargaining unit work shall not normally or regularly be performed by non-bargaining unit supervisory employees, except that the Facilities supervisors and managers, may continue to do bargaining unit work to the extent done in the past.
- (b) The University agrees that any grievance filed regarding the performing of bargaining unit work by the Evening Facilities Supervisor, may be measured against the work historically performed by the Evening Facilities Supervisor, prior to the conclusion of the 1983-84 academic year.

## **SECTION 7 HOURS OF WORK AND SCHEDULING**

1. The regularly scheduled work week for full-time employees shall consist of five (5) consecutive days of eight (8) straight shift hours each, Monday through Friday, unless the parties mutually agree to an exception(s) to such scheduling.
2. The regularly scheduled hours of work of part-time employees shall not be reduced for the purpose of compensating, in whole or in part, for wage increases. The University shall not engage in a pattern of scheduling of part-time employees which has the effect of increasing the number of employees who are regularly scheduled for less than twenty (20) hours per week.
3. There will be one (1) 15-minute paid rest period during each shift, and two (2) such paid 15-minute rest periods during each shift of six (6) hours or more. Employees working a shift of more than four (4) hours but less than eight (8) hours which begins at or after 3:00 p.m. may continue to take their paid rest periods as one (1) paid break of thirty (30) minutes.
4. Each employee working a shift of eight (8) hours or more shall be provided with an unpaid one-half (½) hour meal period.
5. Schedules shall be posted not less than two (2) weeks in advance, and shall not be changed with less than two (2) weeks' notice except in the event of a bona fide emergency.
6. Employees shall not be laid off with less than two (2) week's notice or pay in lieu of notice.
7. The starting and ending times of daily and weekly work schedules for members of the bargaining unit shall not be changed by the University without negotiations with the Union, provided the University may establish whatever schedules it feels to be appropriate for replacements and/or newly created positions.
8. (a) Each employee working three (3) continuous hours immediately before or immediately after his/her scheduled shift (except snow operations) shall be provided with one (1) 15 minute paid rest period in addition to the paid rest periods provided for in paragraph 3 and 4 of this section.

- (b) Each employee working two (2) continuous hours immediately before his/her scheduled shift because of snow operations shall be provided with one (1) 15 minute paid rest period at 8:00 am in addition to the paid rest periods provided for in paragraphs 3 and 4 of this section.
- (c) Each employee working (2) continuous hours immediately after his/her scheduled shift because of snow operations shall be provided with one (1) 15-minute paid rest period at 4:00 p.m. in addition to the paid rest periods provided for in paragraphs 3 and 4 of this section.
- (d) Any employee granted a paid rest period under paragraphs 8(b) and /or 8(c) of this section shall not be entitled to a paid rest period under paragraph 8(a) of this section.
- (e) For weather situations an employee working two (2) continuous full 8-hour shifts and engaged in weather related activities shall not be required to work prior to the beginning of the next regularly scheduled shift.
9. 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.
10. The summer work schedule for residence hall custodians shall be from 6 a.m. to 2:30 p.m. beginning on the first Tuesday following Memorial Day of each year and ending on the second Friday in August of each year. The summer work schedule for all employees who directly report to the Senior Superintendent of Buildings (Mt. Carmel Campus) and all employees that report to the Superintendent of Building and Grounds (York Hill) and who are assigned to work in the residence halls during the months of June, July and August shall be from 6 a.m. to 2:30 pm. beginning on the second Monday in June and ending on the second Friday in August of each year. The University shall have the right to extend the duration of the summer work schedule in the event of a heat wave.
11. An employee who has a doctor's appointment during his/her scheduled or assigned hours of work will make every effort to return to work after the appointment provided he/she returns within his/her scheduled or assigned hours of work.
12. The University shall install time clocks or another form of time recording system for all bargaining unit employees and the time clocks or the time recording system shall be standardized, for example, by SPRINGS. The University will post a lateness policy at all sign-in/clock-in/record-in areas. Employees are required to record their time at the beginning and end of each work day.
13. The University will 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.
14. 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.

15. 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 half-hour meal period described in paragraph 4 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. (a) Subject to subparagraphs 1(d), (e), (f), and (g) below, each employee on the payroll as of the execution of this Agreement, and each post-probationary employee hired thereafter, shall be paid not less than the hourly rate of pay set forth below effective July 1, 2019:

	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>Custodian</b>	25.94	26.52	27.12	27.73	28.36
<b>Custodian Trash Truck</b>	26.45	27.05	27.66	28.28	28.91
<b>Custodian/Housekeeper</b>	26.45	27.05	27.66	28.28	28.91
<b>Groundskeeper</b>	29.26	29.92	30.60	31.28	31.99
<b>Groundskeeper/Ice Technician</b>	30.03	30.71	31.40	32.10	32.83
<b>Maintenance Mechanic II</b>	30.43	31.11	31.81	32.53	33.26
<b>Maintenance Mechanic I</b>	35.01	35.80	36.60	37.43	38.27
<b>Maintenance Mechanic I Carpenter/Auto Mechanic</b>	36.18	36.99	37.82	38.67	39.54
<b>Licensed Mechanic</b>	37.21	38.05	38.90	39.78	40.67
<b>Probationary Rates (90 days)</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>Maintenance Mechanic II</b>	29.59	30.26	30.94	31.63	32.35
<b>Licensed Mechanic</b>	36.15	36.96	37.79	38.64	39.51
<b>Probationary Rates (3 Years)</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>Grounds Keeper</b>	28.50	29.14	29.79	30.46	31.15
<b>Groundskeeper/Ice Technician</b>	29.26	29.92	30.60	31.28	31.99
<b>Mechanic I</b>	33.99	34.75	35.53	36.33	37.15
<b>Maintenance Mechanic I Carpenter/Auto Mechanic</b>	35.15	35.94	36.75	37.58	38.43
<b>Custodian Probationary Rates (hired on or after date of ratification, 4/24/20)</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>1st 180 days</b>	16.18	16.54	16.91	17.29	17.68

<b>180 days to 1st Anniversary</b>	16.50	16.87	17.25	17.64	18.04
<b>1st Anniversary to 2nd Anniversary</b>	16.99	17.38	17.77	18.17	18.58
<b>2nd Anniversary to 3rd Anniversary</b>	17.50	17.90	18.30	18.71	19.13
<b>3rd Anniversary to 4th Anniversary</b>	18.03	18.44	18.85	19.27	19.71
<b>4th Anniversary to 5th Anniversary</b>	18.57	18.99	19.42	19.85	20.30
<b>5th Anniversary to 6th Anniversary</b>	19.13	19.56	20.00	20.45	20.91
<b>6th Anniversary to 7th Anniversary</b>	20.00	20.50	21.00	21.50	22.00

<b>Custodian Probationary Rates (hired before ratification, 4/24/20)</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>1st 90 days</b>	16.18	16.54	16.91	17.29	17.68
<b>91 days to 1st Anniversary</b>	16.94	17.32	17.71	18.11	18.52
<b>1st Anniversary to 2nd Anniversary</b>	17.72	18.12	18.53	18.95	19.38
<b>2nd Anniversary to 3rd Anniversary</b>	19.28	19.71	20.15	20.60	21.06
<b>3rd Anniversary to 4th Anniversary</b>	22.34	22.84	23.35	23.88	24.42

\*\*Custodians driving the trash truck or in the Housekeeper classification that are subject to applicable probationary rates will receive an additional fifty cents (.50) as they progress through the probationary rate table.

2. Effective July 1, 2008; In addition to the base pay set forth above, a shift differential of forty-five cents (45¢) per hour will be paid for all hours worked in shifts beginning at or after 3:00p.m. There will be no pyramiding of differentials. Such shift differentials shall not be included in the rates of pay to which percentage increases provided above are applied.
3. For employees hired before the ratification of this Agreement only: In addition to the base pay set forth above, an annual longevity bonus will be paid in a lump sum in the payroll period covering the day the anniversary falls during each year of the contract in accordance with the following schedule:

10 yrs. of service as of 6/30	\$175.00
12 yrs. of service as of 6/30	\$225.00
15 yrs. of service as of 6/30	\$275.00

Employees hired after the ratification of this Agreement, i.e. April 24, 2020 are not eligible for longevity bonuses.

4. 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.
5. Supervisory Differential - in the event a unit employee fills in for a Supervisor on a Saturday, Sunday or holiday he/she shall receive a one dollar and fifty cents per hour

differential. The determination as to who shall serve as supervisor shall rest with the Employer. There shall be a three (3) hour minimum for said supervisory differential. The University may appoint a Working Leader in the event that a facilities administrator, superintendent or supervisor is not working or available at any given time (for example, holidays/vacations). The Working Leader will be paid \$1.50 above his hourly rate for all hours worked as a Working Leader and his responsibilities will include the following: direct the work and assign tasks to fellow employees; assist with securing materials, supplies and equipment for projects; open facilities area; distribute keys; give assignments to fellow employees; ensure that all areas are covered appropriately; ensure that events are covered appropriately and needs are satisfactorily met; maintain contact with security concerning relevant security issues and concerns; and monitor the work request system for work (if trained how to do so).

The working Leader will not have the authority or responsibility to reprimand or discipline fellow employees, or represent or take the University's side in grievances, except that Working Leaders are required when requested by the University, to provide verbally, truthfully, and in detail facts about their working leader assignments and responsibilities. In addition, Working Leaders will, if asked by the University, participate in grievances that do not relate to discipline.

6. The University will supply each employee bi-weekly effective February 1, 2014 a copy of their pay detail as it pertains to pay codes in conjunction with the online pay advice website.

## SECTION 9 INSURANCE

1. All full-time employees and part-time employees who work at least one thousand and forty (1040 hours per year (must be scheduled for at least 20 hours per week), but less than two thousand eighty (2080) 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 plan, 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 (2040) 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 plan 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 (April 24, 2020) 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 date 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 account.
- 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 University's 403(b) Defined Contribution Retirement Plan. The following eligibility requirements will apply:

- a. 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.
  - b. Employees must be at least twenty-one (21) years of age in order to participate in the plan.
  - c. If an employee elects to participate in the plan, joint contributions to the plan shall be made in amounts equal to either:
    - i. 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
    - ii. The employee may contribute a minimum of 2% of the employee's salary, in which case the University will contribute a maximum of 5%.
    - iii. 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.
    - iv. The University shall make no contributions in excess of the percentages stated above.
    - v. The University will make contributions only to the retirement plan of those employees currently employed, on a paid sick leave, or paid vacation.
  - d. Contributions shall be forwarded twice each month within seven (7) business days following the 15<sup>th</sup> and last day of the month.
  - e. All contributions through the plan shall be fully and immediately vested with the employee.
2. Employees may elect to participate in the 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.
  3. Eligible employees who participate in the University's 403(b) Defined Contribution plan will have the option to invest in the same funding vehicles provided to non-union employees.

The University will hold information meeting for the general membership to discuss the insurance benefits provided in Section 9 and the retirement plan (403b) benefits provided in Section 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, and will continue this practice going forward.

**SECTION 11  
EDUCATION BENEFITS**

- 1.(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 the 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 ( $\frac{1}{4}$ ) tuition.
    - ii. Beginning with the second (2<sup>nd</sup>) 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 nine (29) years of age. The term "dependent child" is as defined by current applicable IRS regulations.
    - iv. Education benefits for children ages 25 through 29 will be provided under the circumstances set forth in Section 11, paragraph 12(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 (2<sup>nd</sup>) 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 partners and dependent children, may enroll in courses with a pro-rata reduction in tuition based upon an annual schedule as follows:
  - (i) 750 – 830 hours 25%
  - (ii) 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 the 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, student activity fees, room, board, and any other assessments related to enrollment in courses at the 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. Eligibility will be extended for tuition benefits in the following situation 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 death.
12. 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 31, 5(b), natural or legally adopted children of employees who are ages 25 through 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), 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 25 through 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).

**SECTION 12  
PAID TIME OFF**

1. Each current post-probationary full-time and part-time employee shall be entitled to paid time off (PTO).

PTO shall be earned at the rate defined in the schedule below based on service completed the previous fiscal year (July 1<sup>st</sup> - June 30<sup>th</sup>).

2. Any accrued PTO (from the prior fiscal year) not taken by June 30<sup>th</sup> shall be forfeited.
3. Paid time off sign-up sheets/documentation will be distributed to employees via hard copy or electronically by the last day of January and must be returned to the employee's supervisor by the last day of February. Approval or denial will be returned to employees by the last day of March. Paid time off is granted by seniority within a superintendent/supervisor division.
4. Supervisors shall grant PTO requests, provided the requests are in writing, consistent with business necessity, but PTO requests shall not be unreasonably denied.
5. PTO may not be used as sick time except in the event of an extended illness and/or illness covered by the federal or Connecticut Family and Medical Leave Acts the employee concerned has exhausted all accumulated sick days. The University then agrees that the employees accumulated paid time off may be utilized. A sick day may not be used on the last scheduled work day before a PTO day unless the employee provides a doctor's note. A sick day may not be used on the first scheduled day after a PTO day unless the employee provides a doctor's note. Such notes will be required even if a note is no required pursuant to Section 13.4
6. All full-time and part-time employees hired before the ratification date of this agreement (i.e. April 24, 2020) shall earn PTO in hours and in accordance with the following schedule:

<u>PTO accumulated in hours</u>	<u>Full-Time 40-Hrs</u>	<u>Part-Time 20-Hrs</u>	<u>Part-Time 16-Hrs</u>
1 month of service	9	4	3
2 months of service	17	9	7
3 months of service	26	13	10
4 months of service	35	17	14
5 months of service	43	22	17
6 months of service	52	26	21
7 months of service	61	30	24
8 months of service	69	35	28
9 months of service	78	39	31
10 months of service	87	43	35
11 months of service	95	48	38
12-24 months of service	104	52	42
2 years of service	112	56	45
3 years of service	120	60	48

4 years of service	128	64	51
5 years of service	136	68	54
6 years of service	144	72	58
7 years of service	152	76	61
8 years of service	160	80	64
9 years of service	168	84	67
10 years of service	184	92	74
20 years of service	192	96	77

All full-time and part-time employees hired post ratification (i.e. April 24, 2020) shall earn PTO in hours and in accordance with the following schedule:

	<b>Full-Time 40-Hours</b>	<b>Part-Time 20-Hours</b>	<b>Part-Time 16-Hours</b>
<b>1 Month of Service</b>	8	4	3
<b>2 Months of Service</b>	16	8	6
<b>3 Months of Service</b>	24	12	9
<b>4 Months of Service</b>	32	16	12
<b>5 Months of Service</b>	40	20	15
<b>6 Months of Service</b>	48	24	18
<b>7 Months of Service</b>	56	28	21
<b>8 Months of Service</b>	64	32	24
<b>9 Months of Service</b>	72	36	27
<b>10 Months of Service</b>	80	40	30
<b>11 Months of Service</b>	88	44	33
<b>12 Months of Service</b>	96	48	36
<b>5 Years of Service</b>	120	60	48
<b>10 Years of Service</b>	160	80	64
<b>15 Years of Service</b>	176	88	70
<b>20 Years of Service</b>	192	96	77

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

7. An employee whose employment at the University is terminated shall be entitled to PTO which has accrued through the date of termination under terms of this section.
8. Paid time off in increments more than the employee's normally regularly scheduled shift



require four (4) days' notice to the employee's supervisor. Paid time off in increments less than or equal to the employee's normally regularly scheduled shift require as much advance notice as is reasonably possible to the employee's supervisor. PTO must be scheduled in minimum increments of one (1) hour. Employees will be granted PTO immediately in the event of an emergency.

9. Employees may request advance pay for the number of earned PTO hours 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 Director of Payroll 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.
10. PTO generally may not be taken from fourteen (14) calendar days prior to undergraduate commencement, and seven (7) calendar days before and seven (7) calendar days after the first day of undergraduate fall classes. Employees requests PTO during this period are subject to the sole discretion of the University.
11. PTO and sick time shall not be earned while an employee is on a workers' compensation if the leave extends four or more months (i.e. sixteen weeks).
12. Upon successful completion of the probation period, the post-probationary employee shall have PTO time computed from the original date of hire.
13. If otherwise eligible under paragraph 17, an employee may use the leave provided in paragraph 17 in lieu of PTO in the event of the death of a member of his/her immediate family during scheduled PTO.
14. Full-time employees who become part-time employees will receive credit for their years of full-time service.
15. Each full-time employee, 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 paid time off.
16. **Jury Duty**  
In the event the 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.
17. **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, or the employee's husband or wife, grandchild, or civil union partner, the leave with pay granted shall be five (5) working days for full-time employees and three (3) days for part-time employees who work at least sixteen (16) hours per week. 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 for full-time employees and two (2) days for part-time employees who work at least sixteen (16) hours per week. 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 for full-time employees and one (1) day for part-time employees who work at least sixteen (16) hours per week. 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 or 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 PTO and then unpaid unless arrangements can be made with the immediate supervisor to make up the hours. Part-time employees who work less than sixteen (16) hours per week shall not receive paid leave under this Agreement.

18. 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.
19. Leave under paragraph 17 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 days provided under paragraph 17, after the date of death. Working days in this paragraph includes holidays under this Section.
20. Emergency Closings
  - (a) All bargaining unit employees are essential personnel and are required to report to work even when the University is closed due to weather or other emergency situations. When the University is closed because of weather or other emergency situations on the day and shift that an employee is scheduled to work, he shall be paid time and one-half the normally applicable rate for the time the employee works. If a custodian or licensed mechanic (custodians and licensed mechanics do not have snow removal in their respective job descriptions) arrives two hours or less than two hours late for work, he will be required to make-up the time at the end or the beginning of the shift within the next five business days. This time will be made up in half-hour increments at time and one-half the normally applicable rate, but there will be no pyramiding of overtime as a result. If a custodian or licensed mechanic arrives more than two hours late for work, he will subject to discipline and will not be permitted to make up the time unless he can prove extenuating circumstances (e.g. a traffic accident). Employees who do not report to work as scheduled may be subject to discipline and will not be permitted to use sick or PTO for the hours scheduled but not worked, unless the employee provides a note from his physician documenting that his health on that particular day prevented him from going to work or the employee can demonstrate with factual evidence that he could not go to work due to an emergency that was beyond his control. A note is required in these circumstances even if a note is not required pursuant to Section 13.4. In certain extraordinary circumstances, at the discretion of the Associate Vice President of Facilities Operations, employees who do not report for work, may be paid for one-half the scheduled time lost (e.g. Blizzard of 2013).

- (b) When the University is closed because of snow on the day and shift that an employee is scheduled to work, the employee shall be paid two times (2x) the normally applicable rate for the time the employee is actually engaged in snow operations. The parties agree that for all purposes under this Agreement and, in particular with respect to this Section 12, paragraph 20(a), the University will be considered closed when the entire University, including all buildings and campuses, is declared closed by the University. In the event of such a closing, all essential personnel are required to report to work and when the closing is because of weather or other emergency situations on the day and shift that an employee is scheduled to work, such employee shall be paid time and one-half the normally applicable rate for the time the employee works.
- (c) There shall be no pyramiding of the amounts described in subparagraphs (a) and (b) above.
21. (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 post-probationary employees who would otherwise be scheduled to work on the day the holiday is observed:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Good Friday	Friday after Thanksgiving Day
Easter Sunday	Christmas Day
Thanksgiving	
Yom Kippur	
Memorial 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
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- (c) Each employee who was not regularly scheduled to work a minimum of ten (10) of the paid holidays set forth in (a) above in a given fiscal year (July 1 to June 30) will be compensated as follows: employees will be paid a lump sum payment by July 15 an amount equal to 8 hours of the employee's regular hourly rate as of June 30 per holiday the employee was not regularly schedule to work, up to a total of ten (10) days, e.g. an employee who was scheduled to work on 7 holidays would receive 24 times his regular hourly rate (i.e. three holidays times 8 hours), an employee who was regularly scheduled to work on 8 holidays would receive 16 times his regular hourly rate (i.e. two holidays times 8 hours). The lump sum payment is subject to the following additional terms.
- Employees must be employed as of July 15 to be eligible to receive the lump sum payment. This lump sum payment will not be paid out upon termination.

- The number of holidays will be pro-rated for employees hired mid-year.
  - If a part-time employee is typically scheduled for a shift shorter than 8 hours, the part-time employee's typical shift duration will be used to calculate the payment.
  - The lump sum payment will not be eligible for retirement contributions under Section 10B.
- (d) 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 forty (40) hours per week shall receive any such holidays which fall on the employee's normally scheduled work days during the time of the year.
22. Any employee who works on a holiday shall be paid one and one-half (1 ½) times 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.
23. Pay for any holiday listed above will be made provided the employee works his 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, injury, or
  - (2) other extraordinary circumstances beyond the control of the employee and approved by the Vice President of Human Resources of the University.

### **SECTION 13 SICK LEAVE**

1. Each regularly scheduled post-probationary employee shall be entitled to eight(8) 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 employees continuous employment at the University up to a maximum of one thousand and forty (1040) hours or twenty-six (26) weeks for full-time employees and five hundred and twenty (520) hours for part-time employees, except that employees shall not earn sick leave after they have depleted their accumulated sick leave and PTO, provided they remain off payroll for an entire calendar month. Such leave shall be deducted in increments of no less than one-half (½) 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 1<sup>st</sup> 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. The University will inform each employee annually of the number of sick time hours accumulated.
4. (a) The University may require a doctor's certificate from an employee who has been absent because of illness or disability as a condition of payment for sick leave as follows:

0 to 12 months of service- after three (3) days

1 or more years of service - after five (5) days if the employee has accumulated and maintained a balance of at least four (4) days of sick hours per year of service, or after three (3) days if the employee has accumulated and maintained a balance of less than four (4) days of sick hours per year of service.

(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 twelve 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. 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.
8. 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 provided the employee gives his/her supervisor written notice of such

appointment and the reason such appointment could not have been made outside working hours at least seventy-two (72) hours in advance of such appointment;

- (c) Temporary disability resulting from an employee's pregnancy 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.
9. Employees may use their accumulated sick time to supplement the period the employee is waiting to be supported by Workmen's' Compensation.
10. 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<sup>st</sup> calendar day of employment or the day after the probationary period ends, whichever is later. No retroactive payment will be granted for sick time during the probationary period.
11. 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 clerical and technical 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 or more than one (1) week of vacation or an equivalent amount of PTO;
  - (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;
- (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 die's 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.

#### **SECTION 14 PROMOTIONS AND JOB OPENINGS**

1. All openings in the bargaining unit shall be posted in a place normally visited by all employees for not less than five (5) working days. If no request for the opening is received by the University from a qualified employee after five (5) working days, it may hire a new employee. The University will make every reasonable effort to fill the job as soon as possible.
2. Employees are entitled to fill a job opening in the following order of seniority:
  - (a) qualified full-time employees in the same job classification as the opening.
  - (b) other qualified full-time employees,
  - (c) qualified part-time employees in the same job classification as the opening, and
  - (d) other qualified part-time employees.
3. The Unit Officers, Union Steward and the Union upon written request will be shown the number and names of applicants, the successful bidder, and the basis for that employee's success.
4. Custodial employees shall, when practicable, be given consideration for requested assignments or transfers. Employees may transfer from different shifts without limitations. Employees transferring within the same shift may transfer three (3) times in a twelve (12) month time period.
5. When such consideration is granted the custodial employee will be given one (1) work day



trial period for any existing positions and two (2) days for any newly funded position to determine if he/she wants to continue in the new location. If at the end of the trial period the employee decides that he/she does not want to continue in the new location, he/she shall be returned to his/her prior location.

6. Any employee who is a successful bidder on a job classification change in the bargaining unit will be given a thirty (30) day trial period in the new position. If at the end of the trial period the employee is unable to perform the job, he/she shall be reassigned to his/her prior job, and any employee who changed jobs as result of the employee's promotion shall also be returned to his/her prior job. The opening shall be re-posted in accordance with the other terms of this Agreement.
7. Employees who receive a written warning or a suspension within twelve (12) months of posting date or a sick leave balance of less than 24 hours per year worked will not be eligible to apply for a job in his current classification or bid to a different classification. Once an employee reaches and maintains a sick balance of 200 hours, the employee is not required to carry a balance of 24 hours per year. If an employee is out of work for FMLA, Worker's Compensation, etc. this provision shall not be applicable.

## **SECTION 15 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 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 16 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 the 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 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. (a) 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.
- (b) Employees shall be notified of any wage deduction that the University shall take from the employee's pay, prior to doing so. The University shall not make any such deduction until after the Step I meeting or 30 calendar days following the notification, whichever is later, and the deduction shall be made at the same rate as the error, except if an employee is terminating or resigning employment the entire outstanding balance shall be deducted from the employee's final pay check.

## **SECTION 17 DISCIPLINE AND DISCHARGE**

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. For example, progressive discipline would not be followed for failing to follow Facilities Department Guideline for Entering Student Spaces, sexual misconduct, violence in the workplace, insubordination, theft, or a violation of paragraph 3 of this Section.
2. The Union shall be advised of all disciplinary actions other than verbal warnings.
3. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or being under the influence of illegal drugs or alcohol on the University campuses or on University business is prohibited, with the exception of an off-duty employee's (i) purchase and consumption of alcohol at a University athletic event or (ii) consumption of alcohol at a University-sponsored event. Violators will be subject to disciplinary action up to and including termination. In the event of a situation or incident where the University believes drug testing is warranted, the University will negotiate with the Union regarding such testing.

An employee who voluntarily comes forward and reports that he wants to undergo drug or alcohol rehabilitation at a time when no discipline is pending and when no request has been made of him to take a drug or alcohol test, will be offered the opportunity to successfully complete a rehabilitation program of a duration considered reasonable by the University. After successfully completing such program, the employee will then be returned to work, provided that he returns within sixteen (16) weeks of the commencement of the leave and passes a "return to duty" test before returning to work. Thereafter, the employee must provide evidence to the University establishing compliance with any sort of follow-up testing and/or after care that has been recommended by his substance abuse professional and failure to do so shall result in the employee's discharge. An employee may only use this employee assistance program one time unless mutually agreed to by both parties to provide a second opportunity because of extenuating circumstances.

**SECTION 18**  
**GRIEVANCE PROCEDURE**

1. There shall be two Unit Officers/Union 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 Unit Officers/stewards who may participate in the grievance procedure during non-work time.
2. 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 after the employee and the employee's immediate supervisor have made a reasonable effort to discuss and settle the matter. The employee may request to have a Unit Officer/steward and/or Union representative of his/her choice to attend this meeting.

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 Associate Vice President of Facilities Operations 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 shall render a written decision within five (5) working days following the meeting.

Step 2. If no satisfactory settlement is reached in Step 1 or if the Associate Vice President of Facilities Operations does 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 Vice President of Facilities & Capital Planning. The Vice President of Facilities & Capital Planning and the Vice President and Dean of Students 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 five (5) working days following the meeting.

Step 3. If no satisfactory settlement is reached in Step 2 or if the Vice President of Facilities & Capital Planning does 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, 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 30 calendar days after the submission of the grievance in Step 3 or five (5) 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 the 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 19 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 20 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 re-hired will suffer no loss of seniority provided restoration of seniority 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 Associate Vice President of Facilities Operations 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(s) 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 21 UNION STEWARDS**

1. The Union shall advise the University of the names of the Unit Officer/Union Stewards who shall participate in the grievance procedure and who shall be recognized by the University as representatives of the employees for purposes of enforcing this Agreement, and who shall generally act as on-the-job representatives of the Union.
2. A Unit Officer/Union Steward shall have the right to leave his/her job during working hours to investigate grievances provided he/she first obtains permission from his/her immediate supervisor, and the immediate supervisor shall attempt to grant such permission during the same work shift as the request but in no event later than the next work shift following such request. Such permission shall be granted to one steward per work shift per grievance.
3. The University agrees to permit employees to request a particular Unit Officer/Steward to be present at an investigatory meeting which may lead to discipline, provided the selected steward is at work and provided no more than two stewards attend the meeting.
4.
  - (a) 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 fifteen (15) minutes during the meeting to welcome them into the bargaining unit and answer questions they may have about the contract.
  - (b) The Unit President and Vice President of Facilities and Capital Planning may meet with the authorized Union representative on campus once a month during the University's normal working hours for one hour, which will include the Unit Officers' unpaid one-half (1/2) hour meal period, to discuss labor/management business. The extra one-half (1/2) hour shall be made up by the Unit Officers within the same workweek or the Unit Officers may take the time unpaid.

## **SECTION 22 CHECK OFF**

1. Upon receipt of a signed authorization, the University shall, every two weeks, deduct such initiation fees, and dues, as the Union may indicate. This money shall be sent by the 15th of the following month to the Union, with a list showing any amounts deducted. A list shall also be sent monthly showing all new employees, their date of hire, and all terminated employees and their date of termination.

2. The Union will save the University harmless in any such dues deductions and will promptly refund any such dues found to have been erroneously deducted.

### **SECTION 23 OVERTIME**

1. Time-and-one-half (1 ½) the employee's regular straight time hourly rate of pay or the rate for the classification in which the work was performed, whichever is higher, shall be paid for all hours worked in excess of eight (8) in one day, or credited in excess of forty (40) hours in one week, or worked on Saturday or Sunday, unless the Saturday or Sunday is part of the employee's regularly scheduled work week. Employees who work beyond their scheduled shift shall not have their regular schedule in that week reduced for the purpose of avoiding overtime. There shall be no pyramiding of overtime.
2.
  - (a) There shall be no minimum overtime requirements for time worked immediately following an employee's regularly scheduled workday.
  - (b) The University shall make a reasonable effort, subject to workplace demands, not to consistently schedule last minute work assignments immediately following an employee's regularly scheduled workday.
3. Any employee who is required to work prior to his/her regularly-scheduled starting time is guaranteed that a minimum of two (2) additional hours of work will be made available to the employee during that workday provided the employee notifies his/her supervisor before the employee's scheduled lunch that he/she wants to work the additional time. Travel time shall be paid for snow duty and emergency call in's and shall be computed at an amount equivalent to one (1) hour's pay at the employee's straight-time rate.
4.
  - (a) Any employee who is called back to work after he/she has completed his/her regularly-scheduled work time is entitled to a minimum of three (3) hours pay and one (1) hour travel time. Travel time shall be computed at an amount equivalent to one (1) hour's pay at the employee's straight-time rate.
  - (b) If the University notifies an employee (groundskeepers, mechanic I's and II's, and custodians that volunteer) that he is to report the next day for pre-shift snow duty, such employee will be paid one (1) hour travel pay. Travel time shall be computed at an amount equivalent to one (1) hour's pay at the employee's straight-time rate.  
  
When the University decides that weather-related situations require an immediate response, the University will call in at least two groundskeepers.
  - (c) The University will continue to utilize regularly scheduled personnel for weather-related situations that require immediate response as it has done in the past.
  - (d) Between November 1 and April 30, at least two groundskeepers will carry a university-issued personal electronic communication device on a defined rotating schedule based on seniority.

- (e) Groundskeepers summoned by the personal electronic device will report in a timely and expedient manner.
  - (f) Groundskeepers will receive a \$350 stipend per year for the on-call time referenced in 4(c). Such bonus will be payable in a separate check in a lump sum by May 15. The stipend will be pro-rated for employees who are hired between November 1 and April 30 or whose employment with the University terminates between November 1 and April 30.
5. The distribution of overtime work, including snow removal, shall be made as fairly as possible among qualified employees, considering the individual skills of employees and their availability except as provided in Section 26, paragraph 4.
  6. If mutually agreed upon by the University and the employee, compensatory time shall be given in lieu of overtime pay, at the equivalent hours that the employee would be entitled to be paid if taken in the same pay week.
  7. Nothing in this section shall in any way limit the right of the University to require reasonable overtime upon reasonable notice to the employee.
  8. It shall be the University's intention to offer bargaining unit members over-time work as far in advance as possible.
  9. The University shall not engage in a pattern of using student employees to avoid over-time for bargaining unit members.
  10. University vehicles are for work assignments and are task specific. Personal vehicles are used for meetings, University sponsored event, and when traveling between campuses for overtime. When shifts abut each other (regular and overtime) and therefore there is travel between campuses, there is no loss of pay. All other requests for University owned vehicles are the discretion of the supervisor and based on availability
  11. For employees working overtime either because he signed up to work the overtime or was assigned the overtime, he must get a replacement from his classification. The employee who is unable to work, must communicate time, date, and location of the work to the replacement and email/text/call the Facilities Administrator responsible for awarding the overtime. If the employee can't find a replacement, the University shall find replacements and shall have the right to call in any bargaining unit member to fill the vacant shift. If a pattern of calling in sick for overtime is identified, employees will be subject to the disciplinary process.
  12. For emergency overtime, the University may call-in whomever they feel necessary to handle the situation.
  13. The University will make every effort to post overtime in a timely fashion. Generally overtime will be awarded by Wednesday, by 2:30p.m. Last second changes or emergencies may cause later notice, but every effort will be made to limit these occurrences.

Overtime will be awarded and monitored by the following procedures:

- (a) Overtime will be awarded on a rotating basis by seniority within classifications. The University will maintain an overtime list. Employees who voluntarily sign up for overtime are required to work the overtime or find a replacement in accordance with Section 23, paragraph 11.
- (b) Overtime openings will be filled by starting with the first available hours. The other openings will be filled in sequence.
- (c) If a person is required to work on a given day he/she may get a replacement from their classification with the supervisor's approval to work for them. Only the person required to work will be charged, not the replacement. Such requests shall not be unreasonably denied.
- (d) When an overtime request goes through the classification without anyone filling the request, the overtime will be assigned to the individual at the top of the current classification list.
- (e) When brought in on overtime in a specific classification, the individual or individuals may only work one and a half hours outside the classification.
- (f) Part time employees shall not be awarded overtime until all full time employees have refused. They should sign up for the overtime, and if the overtime is not taken, it may be awarded to the part-time employee. Part time employees shall not be required to work overtime.
- (g) The stewards shall be issued a current list of overtime hours each month, if requested.
- (h) Employees will be scheduled to work overtime in the classifications in which they perform the majority of their work.
- (i) Employees who wish to work below their job classification may do so if the employee has signed up for overtime and the posting is not filled by employees in that classification. The employee, while working in that classification, will be paid at the job rate of the classification.
- (j) The University may cancel overtime assignments 24 or more hours in advance of the scheduled start of the overtime at no cost to the University. The University may not cancel overtime assignments less than 24 hours in advance of the scheduled start of the overtime assignment, except in unusual circumstances that could not reasonably be anticipated (for example, athletic events/car show).
- (k) If an employee takes four hours of PTO on their last regularly scheduled workday prior to their "weekend" or their first regularly scheduled workday after their "weekend," he/she will not be forced but may volunteer in any weekend overtime assignments. (For purposes of this section (k) only, "weekend" is defined as the days immediately following the employee's regularly scheduled work week; for example, Saturday and



Sunday is the weekend for an employee who is regularly scheduled to work Monday through Friday and Sunday and Monday is the weekend for an employee who is regularly scheduled to work Tuesday through Saturday.)

- (l) Custodians shall have the ability to perform set-ups at their current overtime rate.

## **SECTION 24 SENIORITY**

1. At the end of the probationary period provided by this Agreement, an employee's seniority shall revert to the employee's date of hire.
2. In the event a layoff is necessary, employees shall be laid off in reverse order of seniority within each affected classification. An employee laid off from his or her own classification who is qualified to perform the work of another classification may bump the least senior employee in such other classification. 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.
3. Seniority shall also govern reduction of hours, restoration of hours, and choice of vacation period, all within each classification, and a choice of shift when vacancies occur.
4. When employees are needed on a holiday, available work shall be offered in order of seniority to employees within each classification. If insufficient staffing results, employees may be required to work in reverse order of seniority within each classification.
5. Unit Officers and Union Stewards shall have super-seniority over all other employees for the purpose of layoff and recall only.

## **SECTION 25 PROBATIONARY PERIOD**

The first one hundred twenty (120) calendar days of an employee's employment shall be a probationary period, and during that period an employee may be discharged without recourse to the grievance procedure except in the event of a discharge which is discriminatory as defined in this Agreement.

## **SECTION 26 SAFETY AND 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 Union officers to discuss any problems, suggestions, or plans which either party may wish to discuss. The University agrees to give good faith consideration to suggestions made during such meetings.
3. The Facilities Department Safety Committee shall consist of four employees chosen by the Union and four management staff chosen by the Facilities Department who are representative of the classifications and, to the extent feasible, the diversity of the bargaining unit. The Associate Vice President of Facilities Operations will attend such meetings with an ex-officio status. The Committee will meet on a regular basis to discuss any problems, suggestions or plans regarding safety and health which either party may wish to discuss. The University agrees to implement procedures or policies agreed upon by the Committee which will ensure the health and safety of the employees as well as the integrity of the University.
4. The University agrees to provide safe and healthy working conditions for all employees. The employee agrees to adhere to all legally required safety procedures and to abide by reasonable safety regulations posted by the University.
5. 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.
6. In the event an employee observes that he/she believes is an unsafe/unhealthy working condition, the employee shall have the right to notify the Associate Vice President for Facilities Operations who will investigate. No employee will be subject to discipline for giving such notification.
7. The Unit President or the Union representative and two members of the bargaining unit who are not a Unit Officer or union steward and the Associate Vice President for Facilities Operations and an additional representative of the University shall meet on the second Tuesday of each month, unless Chief Steward and the Associate Director of Facilities agree not to meet. There will be an agenda prepared in advance for each meeting and agreements reached during such a meeting shall not become effective unless and until they are reduced to writing and signed off by the Vice President of Facilities & Capital Planning and the Unit President, or Union.
8. Personal electronic communication devices (PECOs) that are not issued by the University may not be carried or used during working time. (Examples of PECO are, without limitation, cell phones, pagers, beepers, wireless internet access devices). An employee may carry or use a PECD provided the employee has permission from his supervisor. An employee who carries or uses a PECD on University time without such permission will be subject to disciplinary action.

**SECTION 27**  
**TOOLS AND SUPPLIES**

1. All employees will be provided with sufficient supplies and equipment to perform their duties. Employees shall be held responsible for the safekeeping of the supplies and equipment they are personally assigned and may be subject to discipline for any loss or damage to such supplies or equipment, provided the University can demonstrate that the employee was solely responsible for the supplies or equipment and the loss or damage was due to the negligence of the employee. In lieu of discipline, the employee may replace the lost or damaged supplies or equipment.
  
2. The University will provide summer and winter uniforms in adequate number and fit and will replace worn articles as soon as practical. The employees will be required to be in uniform while at work. Employees shall be responsible for maintaining their uniforms. Custodial, Mechanical and groundskeepers staff will be provided with safety shoes. Mechanical and groundskeepers will be provided with winter coats. All employees will be provided with non- prescription safety glasses. Winter coats will be provided to the two residence hall custodians who regularly work outside.
  
3. (a) All employees must wear shoes per their classification at all times when working at the University. The University will contract through a safety shoe supplier (e.g. Saf-Guard) that has at least three of the following options (on-line, telephone, shoe mobile visit annually to the Mount Carmel Campus, or retail outlet) and will set up a University account where employees have the option to select approved safety footwear within their classification.  
  
(b) For employees who opt not to purchase through the University-provided shoe vendor, reimbursement will be done through the University's electronic process (i.e. Chrome River).  
  
(c) Employees will be eligible for approved safety footwear as follows:
  - Groundskeepers, mechanics, and trash truck drivers will be allotted \$180 for impact resistant safety footwear that meet current ASTM standards. Such employees may purchase as many pairs of shoes as they desire within the allotted monies, but all shoes purchased must be impact resistant.
  - Custodians will be eligible for one of the following allotments:
    - Custodians will be allotted \$100 for slip resistant safety footwear. Such employees may purchase as many pairs of shoes as they desire within the above allotted monies.
    - Custodians who volunteer for snow removal will automatically receive \$180 for safety footwear. Such employees may purchase as many pairs of slip resistant shoes as they desire within the above allotted monies, provided that at least one pair is also impact resistant and meets current ASTM standards.
    - Custodians who do not volunteer for snow removal may opt to receive \$180 for safety footwear that are both impact resistant and slip resistant that meet current ASTM standards. Such employees may purchase as many pairs of shoes as they desire within the above allotted monies, but all shoes purchased must be both impact resistant and slip resistant.
  
4. The University shall reimburse mechanics and groundskeepers who want uniform non-

insulated coveralls for the full cost of one pair of such coveralls.

## **SECTION 28 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 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 29 DEFINITIONS**

1. "Employee" shall mean any full-time or part-time maintenance employee at the 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 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 40 hours per week for 12 months.
  - (b) "Part-time employee" shall also be defined as an employee who regularly works 20 hours per week for 12 months a year.

### **SECTION 30 DURATION**

This Agreement shall go into full force and effect 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

1. (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.

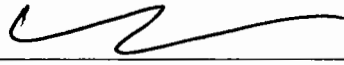
(c) If this Agreement is not extended by the University and the Union, at least three (3) months prior to the expiration of this Agreement and upon written notice by the University or the Union, a negotiations committee selected by the Union shall meet and negotiate with representatives of the University to negotiate a new Agreement. If a new Agreement is not concluded prior to July 1, 2024, 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.

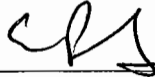
2. Copies of this completed signed Agreement shall be provided to each member of the Union by the University within four (4) weeks of signing at no expense to the Union.

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

UNITED PROFESSIONAL &  
SERVICE EMPLOYEES UNION LOCAL 1222

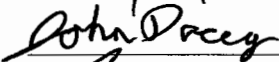
QUINNIPIAC UNIVERSITY

By:   
Kevin E. Boyle, Jr., President

By:   
Elicia Spearman, GC and VP of HR


Date: 6/19/2020

Date: 7/6/2020

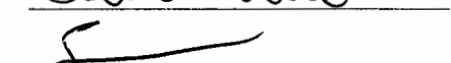
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**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources**  
**Department**

**POSITION DESCRIPTION**

**JOB NAME: Custodian**

**PRIMARY FUNCTION:**

Work under direction of a designated supervisor. May give job assignments to student employees.

**GENERAL DUTIES:**

Is responsible for the maintenance and physical condition of a Quinnipiac University building, property, grounds, or related buildings. Employee will sweep, dust, mop, clean windows, washes walls, cleans lavatories, polishes metal and wood, wash, strip, and wax floors, collect and dispose of rubbish; lock and unlock premises; move furniture; aid in setting up for events as required; shovel snow and sand in the immediate area around doorways; do grounds work around immediate vicinity of buildings; drive; do minor preventive maintenance inside and outside of buildings; use hand tools to facilitate cleaning; unclog toilets, sinks, and showers with the aid of a plunger, change ceiling tiles, (including cutting tiles by consent); work from 8-ft ladder in order to facilitate cleaning; change incandescent and fluorescent light bulbs; do spot painting (no patching); do platform cleaning by consent; and do other related work as required.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY  
Hamden, Connecticut 06518  
Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Custodian- Trash Truck**

**PRIMARY FUNCTION:**

Work under direction of a designated supervisor. May give job assignments to student employees.

**GENERAL DUTIES:**

Is responsible for the maintenance and physical condition of a Quinnipiac University building, property, grounds, or related buildings. Employee will sweep, dust, mop, clean windows, washes walls, cleans lavatories, polishes metal and wood, wash, strip, and wax floors, collect and dispose of rubbish; lock and unlock premises; move furniture; aid in setting up for events as required; shovel snow and sand in the immediate area around doorways; do grounds work around immediate vicinity of buildings; drive; do minor preventive maintenance inside and outside of buildings; use hand tools to facilitate cleaning; unclog toilets, sinks, and showers with the aid of a plunger, change ceiling tiles, (including cutting tiles by consent); work from 8-ft ladder in order to facilitate cleaning; change incandescent and fluorescent light bulbs; do spot painting (no patching); do platform cleaning by consent; and do other related work as required. This position will drive the trash truck.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.



**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources**  
**Department**

**POSITION DESCRIPTION**

**JOB NAME: Custodian/Housekeeper**

**PRIMARY FUNCTION:**

Work under direction of a designated supervisor. May give job assignments to student employees.

**GENERAL DUTIES:**

Is responsible for the maintenance and physical condition of a Quinnipiac University building, property, grounds, or related buildings. Employee will sweep, dust, mop, clean windows, washes walls, cleans lavatories, polishes metal and wood, wash, strip, and wax floors, collect and dispose of rubbish; lock and unlock premises; move furniture; aid in setting up for events as required; shovel snow and sand in the immediate area around doorways; do grounds work around immediate vicinity of buildings; drive; do minor preventive maintenance inside and outside of buildings; use hand tools to facilitate cleaning; unclog toilets, sinks, and showers with the aid of a plunger, change ceiling tiles, (including cutting tiles by consent); work from 8-ft ladder in order to facilitate cleaning; change incandescent and fluorescent light bulbs; do spot painting (no patching); do platform cleaning by consent; and do other related work as required. This position will perform laundry and typical house cleaning functions.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Groundskeeper**

**PRIMARY FUNCTION:**

Responsible for performing semi-skilled grounds maintenance work on Quinnipiac University grounds and property and custodial work.

Work under the direction of a designated supervisor.

**GENERAL DUTIES:**

1. Must have knowledge of grounds maintenance including but not limited to, fertilizing, weed control, planting and pruning. Must have knowledge and skill to perform general custodial duties. Must be able to perform a variety of semi-skilled Groundskeeper-Custodial duties on his/her own, such as, minor irrigation repair, minor maintenance to small motorized equipment, erecting staging, operating power mowers, tractors/mowers, snow blowers, and other groundskeeping equipment. Must drive trucks, buses, forklifts, and other motorized equipment, which may include emergency fill-in for a Mechanic I on snow removal.
2. All groundskeepers may be called for emergencies as required, including snow removal.
3. May supervise custodians and/or students assigned as Groundskeeper helpers.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources**  
**Department**

**POSITION DESCRIPTION**

**JOB NAME: Groundskeeper/Ice Technician**

**PRIMARY FUNCTION:**

Serve in a lead capacity for general and specialized grounds maintenance activities including plantings, ice maintenance, and equipment operation. Work under the direction of a designated supervisor.

**GENERAL DUTIES:**

1. Must have knowledge of grounds maintenance including but not limited to, fertilizing, weed control, planting and pruning. Must have knowledge and skill to perform general custodial duties. Must be able to perform a variety of semi-skilled groundskeeper/custodial duties on his or her own such as minor irrigation repair, minor maintenance to small motorized equipment, erecting staging, operating power mowers, tractors/mowers, snow blowers, and other groundskeeping equipment. Must drive trucks, buses, forklifts, and other motorized equipment, which may include emergency fill in for a Mechanic I on snow removal.
2. May oversee custodians and student workers assigned by Supervisor.
3. Operate ice resurfacing equipment including ice resurfaces, edger's, and painting apparatus in a safe and efficient manner.
4. Perform ice equipment maintenance including blade changes, greasing, hose repairs, belt replacements, and pump repairs as well as daily ice depth logs, temperature settings, basic ice plant checks, circle checks, and daily ice activity logs.
5. Perform general maintenance duties including painting, masonry maintenance, dasher board and glass repairs, hoop repairs, safety netting inspections/repairs, and operate power tools as necessary.
6. Through training this position will become a certified ice technician (CIT) by attending the following STAR courses:
  - a. Ice Maintenance and Equipment Operations (IMEO)
  - b. Ice Making and Painting Technologies (IMPT)
  - c. Basic Refrigeration (BR)
  - d. CIT Recertification (every fifth year)

7. Will be responsible for working (through rotation) on the ice installation and removal crew, open skates, men's and women's hockey games, and any other ice related function.
8. All groundskeeper/ice technician may be called for emergencies as required, including snow removal.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personal selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

*Upon signed date of this contract, employees have 2 years to pass necessary tests or otherwise will return to former groundskeeper position and pay rate.*

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Mechanic II**

**PRIMARY FUNCTION:**

Works under the direction of the Superintendent of Building and Grounds, the Superintendent of Mechanical Services, Dormitory Supervisor, or a Maintenance Mechanic I.

**GENERAL DUTIES:**

1. Responsible for performing semi-skilled, general maintenance work on Quinnipiac University buildings, grounds, property, or related buildings as same pertains to carpentry, painting, plumbing, masonry, machine maintenance, electrical, mechanical, heating, ventilating, and air condition, and snow removal.
2. Must be able to perform a variety of semi-skilled tasks while assisting a Maintenance Mechanic I in a new installation or in the repair or replacement of a major component of an existing installation.
3. Must be able to perform a variety of semi-skilled tasks on his/her own in the general and routine repair of minor components of an existing installation, which in the performance of same requires the ability to determine the complexity of the task at hand. Such judgment being made execution of the task shall be accomplished within his/her knowledge, skill and scope of authority.
4. In the performance and execution of the above list of tasks, employees may drive trucks or operate other related power equipment so assigned.
5. All Maintenance Mechanic II's may be called for emergencies as required, including snow removal.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Maintenance Mechanic I/General**

**PRIMARY FUNCTION:**

Works under the direction of the Superintendent of Mechanical Services, Superintendent of Residence Hall Operations and/or other Facilities Supervisors or Administrators. Is responsible for performing highly skilled and skilled maintenance on Quinnipiac University buildings, property and related buildings.

**GENERAL DUTIES:**

1. Is responsible for performing skilled general maintenance on Quinnipiac University buildings, grounds, property, or related buildings, and snow removal.
2. Must be able to perform a variety of tasks with more than average skill in three or more of the following areas: carpentry, plumbing, masonry, and machine maintenance. May erect partitions, repair furniture, door closers, doors and some glass work. May construct bookcases, shelving and cabinets, do light plumbing, install sinks and toilets and repair same. May do painting from preparation of surface to finish coat, may do minor repairs on vehicles and motorized equipment, may drive trucks and other equipment and do related skilled work as required.
3. Must be able to perform a variety of tasks with more than average skill in one or more of the following areas; electrical and mechanical installations, heating and air conditioning units. May sharpen blades, install light electric equipment, lights, plugs, etc., repair all types of electric operated equipment, pumps, generators, fire alarm and sprinkler systems, motors (gasoline, and electric). May work on roof for preventive maintenance or repair, may do minor repairs on vehicles and motorized equipment. Maintain and repair control systems for heat or air conditioning. Maintain and repair outdoor lighting and emergency lighting, locks and keys, ventilation systems, all kitchen equipment, may drive trucks and other equipment and do related skilled work as required.
4. All Maintenance Mechanic I's may be called for emergencies as required, including snow removal.
5. May supervise Maintenance Mechanic II's, Groundskeepers, Custodians, or other employees (i.e. students) assigned to work as Maintenance Mechanic helpers.
6. All Maintenance Mechanic I's will drive all motorized equipment and will be certified when applicable.
7. Must have and maintain good written, computer and verbal communication skills.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function.

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Mechanic I/Master Carpenter**

**PRIMARY FUNCTION:**

Works under the direction of the Superintendent of Mechanical Services, Superintendent of Residence Hall Operations and/or other Facilities Supervisors or Administrators. Is responsible for performing highly skilled and skilled maintenance on Quinnipiac University buildings, property and related buildings.

Must be able to perform highly skilled carpentry and cabinet work.

**GENERAL DUTIES:**

1. Performs highly skilled carpentry tasks in accordance with standard trade practices; performs alterations, repairs, and maintenance of structures and Facilities; performs highly skilled bench work; operating with such equipment as power saws, joiners, wood lathes, planers, boring, sanding, and mortising machines; builds and repairs cabinets; cleans, sharpens and repairs hand and bench tools; repairs installs laminates, may cut and glaze windows, may fabricate signs.
2. Performs highly skilled maintenance requiring the applications of trade skills, codes, and standard trade practices; make estimates of time, personnel and materials; and has good written, computer and verbal communication skills.
3. May drive trucks and do related or other maintenance work as required.
4. All Maintenance Mechanic I/Master Carpenters may be called for emergencies as required, including snow removal.
5. All Maintenance Mechanic I/Master Carpenters will drive all motorized equipment and will be certified when applicable.
6. May supervise Maintenance Mechanic II's, Groundskeepers, Custodians, or other employees (i.e. students) assigned to work as Maintenance Mechanic helpers.
7. Will perform all duties listed in Mechanic I General job description.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Maintenance Mechanic I/Automotive**

**PRIMARY FUNCTION:**

Works under the direction of the Superintendent of Mechanical Services, Superintendent of Residence Hall Operations and/or other Facilities Supervisors or Administrators. Is responsible for performing highly skilled and skilled maintenance on University buildings, property, and related buildings.

**GENERAL DUTIES:**

1. Is responsible for performing skilled general maintenance on Quinnipiac University buildings, grounds, property, or related buildings, and snow removal.
2. Must be able to perform a variety of tasks with more than average skill in three or more of the following areas: carpentry, plumbing, masonry, and machine maintenance. May erect partitions, repair furniture, door closers, doors and some glass work. May construct bookcases, shelving and cabinets, do light plumbing, install sinks and toilets and repair same. May do painting from preparation of surface to finish coat. Must be able to perform highly skilled repairs on vehicles and motorized equipment, may drive trucks and other equipment and do related skilled work as required.
3. Must be able to perform a variety of tasks with more than average skill in one or more of the following areas; electrical and mechanical installations, heating and air conditioning units. May sharpen blades install light electric equipment, lights, plugs, etc., repair all types of electric operated equipment, pumps, generators, fire alarm and sprinkler systems, motors (gasoline, and electric). May work on roof for preventive maintenance or repair, may do minor repairs on vehicles and motorized equipment. Maintain and repair control systems for heat or air conditioning. Maintain and repair outdoor lighting and emergency lighting, locks and keys, ventilation systems, all kitchen equipment, may drive trucks and other equipment and do related skilled work as required.
4. All Maintenance Mechanic I/Auto Mechanics are responsible for the day-to-day general upkeep and maintenance of University vehicles, including record keeping and inventory of general parts, products, and services of the vehicles. Familiar with various automotive equipment and tools as well as but not limited to, maintaining tire pressures, change tires, changing spark plugs, check fluid levels and lubrication, minor (diesel and gas) engine repair (small and large engines) all brake-related items, oil changes, fabricating and welding, operate automotive lift, repair clutch, repair radiators, use diagnostic scope, and plow repair.



5. All Maintenance Mechanic I/Auto Mechanics may be called for emergencies as required, including snow removal.
6. May supervise Maintenance Mechanic II's, Groundskeepers, Custodians, or other employees (i.e. students) assigned to work as Maintenance Mechanic helpers.
7. All Maintenance Mechanic I/Auto Mechanics will drive all motorized equipment and will be certified when applicable.
8. Will perform all duties listed in Mechanic I General job description.
9. Must have and maintain good written, computer and verbal communication skills.

The Employer shall provide release time for all re-certifications of licensed personnel and shall pay all costs associated with such re-certifications.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Licensed Mechanic (Electrical)**

**PRIMARY FUNCTION:**

Is responsible for performing highly skilled and skilled maintenance on Quinnipiac University buildings, property or related buildings.

Must be able to perform highly skilled electrical work.

Work under the direction of a designated supervisor.

**GENERAL DUTIES:**

1. Installations and repairs of electrical wiring, fixtures, apparatus and control equipment.
2. Connects power to lighting and equipment using all necessary tools and devices.
3. Installs control and distribution equipment such as switches, relays and circuit breakers.
4. Insures electrical installations, comply with existing state and local electrical codes.
5. Additionally must be able to perform a variety of skilled tasks in the maintenance and operation of heating, ventilation, air conditioning equipment and control systems, pumps, generators, life safety systems (fire, lighting, sprinklers) motorized equipment (gasoline and electric) outdoor lighting and kitchen equipment.
6. May drive trucks and do related skilled work as required.
7. Licensed mechanics are on call for emergency situations. However, licensed mechanics will remove snow during regularly scheduled shifts but will not be utilized for snow related overtime.
8. A State of Connecticut Electrician, journeyman or Contractors E1 or E2 license is required.

The Employer shall provide release time for all re-certifications of licensed personnel and shall pay all costs associated with such re-certifications.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It

should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY**  
**Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Licensed Mechanic (HVAC)**

**PRIMARY FUNCTION:**

Is responsible for performing highly skilled and skilled maintenance on Quinnipiac University buildings, property or related buildings.

Work under the direction of a designated supervisor.

**GENERAL DUTIES:**

1. Installations and repairs of heating and plumbing fixtures, apparatus and control equipment.
2. Connects equipment using all necessary tools and devices.
3. Installs pneumatic controls and distribution equipment such as relays and other related equipment.
4. Insures HVAC installations, comply with existing state and local codes.
5. Additionally must be able to perform a variety of skilled tasks in the maintenance and operation of heating, ventilation, air conditioning equipment and control systems, pumps, generators, life safety systems (fire, lighting, sprinklers) motorized equipment (gasoline and electric), outdoor lighting and kitchen equipment.
6. May drive trucks and do related skilled work as required.
7. Licensed mechanics are on call for emergency situations. However, licensed mechanics will remove snow during regularly scheduled shifts but will not be utilized for snow related overtime.
8. A State of Connecticut Heating and Cooling Journeyman or Contractors license S or D Classification is required.

The Employer shall provide release time for all re-certifications of licensed personnel and shall pay all costs associated with such re-certifications.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the

job nor shall it be construed as giving exclusive title to every function described.

**QUINNIPIAC UNIVERSITY Hamden, Connecticut 06518**  
**Human Resources Department**

**POSITION DESCRIPTION**

**JOB NAME: Licensed Mechanic (Plumber)**

**PRIMARY FUNCTION:**

Is responsible for performing highly skilled and skilled maintenance on Quinnipiac University buildings, property or related buildings.

Must be able to perform highly skilled plumbing tasks and other related work. Work under the direction of a designated supervisor.

**GENERAL DUTIES:**

1. Installations and repairs of plumbing fixtures, apparatus and control equipment.
2. Must have a working knowledge of tools and procedures used in the trade.
3. Installs and connects distribution systems such as water, sanitary sewer and storm drains and systems.
4. Insures plumbing installations comply with existing State and Local codes.
5. Additionally, must be able to perform a variety of skilled tasks in the maintenance and operation of heating, ventilation, air conditioning equipment and control systems, pumps, generators, life safety systems (fire, lighting, sprinklers) motorized equipment (gasoline and electric), outdoor lighting and kitchen equipment.
6. May drive trucks and do related skilled work as required.
7. Licensed Mechanics are on call for emergency situations. However, licensed mechanics will remove snow during regularly scheduled shifts but will not be utilized for snow related overtime.
8. A State of Connecticut plumbing, journeyman, or contractor's license P2 or P1 classification is required. Progressive skill development and work in the trade is necessary.

The Employer shall provide release time for all re-certifications of licensed personnel and shall pay all costs associated with such re-certifications.

This description reflects the general duties considered necessary to describe the principle requirements of the position identified for the purpose of personnel selection and job evaluation. It should not be construed as a detailed description of all work requirements that may be inherent in the job nor shall it be construed as giving exclusive title to every function described.

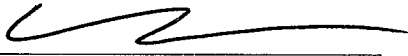
MEMORANDUM OF AGREEMENT

During negotiations for the Collective Bargaining Agreement covering the period July 1, 2019 through June 30, 2024, UPSEU Local 1222 and Quinnipiac University agreed to the following: in recognition of his multiple licenses, but in particular his fire suppression license, bargaining unit employee Peter Grady will be paid an additional 50 cents per hour for all hours worked. This MOA does not apply or extend to any other bargaining unit employee possessing multiple licenses.

In the event Mr. Grady's fire suppression license lapses, expires, or otherwise becomes invalid, Mr. Grady will no longer be eligible for the additional rate. Mr. Grady must keep the Associate Vice President for Facilities Operations apprised of any changes to his fire suppression license, including if it lapses, expires, or otherwise becomes invalid.

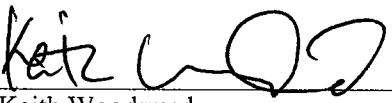
UNITED PROFESSIONAL &  
SERVICE EMPLOYEES UNION LOCAL 1222

By:

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President

QUINNIPIAC UNIVERSITY

By:

  
\_\_\_\_\_  
Keith Woodward  
Associate Vice President for Facilities  
Operations

Date:

6/19/2020

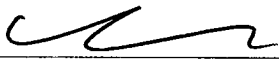
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6/23/2020

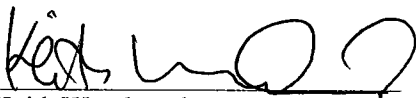
**MEMORANDUM OF AGREEMENT**

During negotiations for the Collective Bargaining Agreement covering the period July 1, 2019 through June 30, 2024, UPSEU Local 1222 and Quinnipiac University agreed to the following: the University will purchase three t-shirts for each employee within 30 days of ratification, and a fourth t-shirt no later than March 15, 2021. Employees may wear the t-shirts beginning the first Tuesday following Memorial Day of each year and ending on the second Friday in August of each year.

UNITED PROFESSIONAL &  
SERVICE EMPLOYEES UNION LOCAL 1222

By:   
Kevin E. Boyle, Jr.  
President

QUINNIPIAC UNIVERSITY

By:   
Keith Woodward  
Associate Vice President for Facilities  
Operations

Date: 6/19/2020

Date: 6/23/2020

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**QUINNIPIAC UNIVERSITY**  
**&**  
**UPSEU LOCAL 1222 – UNIT 2 –**  
**QUINNIPIAC FACILITIES EMPLOYEES**

**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding (hereinafter MOU)** is made and entered into this 17<sup>th</sup> day of November 2020, by and between United Professional & Service Employees Union Local 1222, Unit 2 (hereinafter Union), and Quinnipiac University (hereinafter Employer).

The Employer and the Union agree as follows:

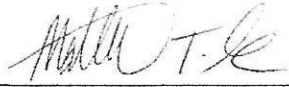
- The Employer and the Union are parties to a collective bargaining agreement that is effective from July 1, 2019 through June 30, 2024.
- The parties discovered an error in the wage rates that are noted in the signed collective bargaining agreement, specifically, for the Custodian/Trash Truck, Custodian/Housekeeper and the Groundskeeper/Ice Technician.
- Therefore, the parties are entering into this MOU to correctly note the appropriate wage rates for the positions identified above, in accordance with the tentative agreement reached during negotiations.
- The wage rates for the Custodian/Trash Truck, Custodian/Housekeeper and the Groundskeeper/Ice Technician shall be as follows:

**Wage Rates**

Scale	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
<b>Custodian</b>	25.94	26.52	27.12	27.73	28.36
<b>Custodian/Trash Truck</b>	26.44	27.02	27.62	28.23	28.86
<b>Custodian/Housekeeper</b>	26.44	27.02	27.62	28.23	28.86
<b>Groundskeeper/Ice Technician</b>	30.01	30.67	31.35	32.03	32.74

**AGREED TO:**

**FOR: *United Professional & Service Employees Union***



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Matt Geer, Regional Director

**FOR: *Quinnipiac University***



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Anna Spragg, Associate Vice President  
of Human Resources and Total Rewards

**FOR: *Unit 2***



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John Dacey (Unit President)

**QUINNIPIAC UNIVERSITY**  
**&**  
**UPSEU LOCAL 1222 – UNIT 2 –**  
**QUINNIPIAC FACILITIES EMPLOYEES**

**MEMORANDUM OF UNDERSTANDING**  
**MODIFICATION**

This **Memorandum of Understanding Modification** amends the original MOU executed on November 17, 2020, by and between United Professional & Service Employees Union Local 1222, Unit 2 (hereinafter Union), and Quinnipiac University (hereinafter Employer).

The Employer and the Union agree to the following amendment to the original MOU as follows:

- The parties discovered an error in the probationary wage rates that are noted in the signed collective bargaining agreement, specifically, for the Groundskeeper/Ice Technician.
- Therefore, the parties are amending the November 17, 2020, MOA to correctly note the appropriate probationary wage rates for the Groundskeeper/Ice Technician, in accordance with the agreement reached during negotiations.
- The probationary wage rate for the Groundskeeper/Ice Technician shall be as follows:

**Probationary Rates Groundkeeper/Ice Technician (3 years)**

<b>Scale</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>Groundskeeper/Ice Technician</b>	29.25	29.89	30.54	31.21	31.90

**Post Probationary Rates**

<b>Scale</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>Custodian</b>	25.94	26.52	27.12	27.73	28.36
<b>Custodian/Trash Truck</b>	26.44	27.02	27.62	28.23	28.86
<b>Custodian/Housekeeper</b>	26.44	27.02	27.62	28.23	28.86
<b>Groundskeeper/Ice Technician</b>	30.01	30.67	31.35	32.03	32.74

AGREED TO:

FOR: *United Professional & Service Employees Union*

 3/28/23

Matt Geer, Regional Director

FOR: *Quinnipiac University*



Anna Spragg, Associate Vice President  
of Human Resources and Total Rewards

FOR: *Unit 2*



John Dacey (Unit President)