

Agreement Between
PRINCETON UNIVERSITY

And
SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU)

LOCAL 175
Affiliated with the AFL-CIO

July 1, 2018 – June 30, 2023

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Article 1 AGREEMENT

THIS AGREEMENT made and entered into on September 14, 2018, by and between: THE TRUSTEES OF PRINCETON UNIVERSITY, a corporation of the State of New Jersey, having its principal office in the Borough of Princeton, in the County of Mercer and the State of New Jersey (hereinafter referred to as the "University") and SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 175, AFFILIATED WITH THE AFL-CIO (hereinafter referred to as the "Union").

Article 2 INTENT AND PURPOSE

It is the intent and purpose of the University and the Union, through the provisions of this Agreement, to foster and maintain a harmonious relationship between the University and those of its employees who now are, or shall become, members of the Union with respect to compensation, hours of work and conditions of employment as herein provided.

Article 3 RECOGNITION

Section 1. The University, for the life of this Agreement, recognizes the Union as the Collective Bargaining Agent for those employees of the University in classifications listed below:

Arborist I	Food Service Worker	Lead Mover
Arborist II	Senior Food Service Worker	Pastry Assistant
Athletics Facility Crewperson	(Production)	Plumber
Lead Athletics Facility	Senior Food Service Worker	Lead Plumber
Crewperson	(Utility)	Roofer/Tinner
Baker	Residential Food Service Worker	Lead Roofer Tinner
Senior Baker	Retail Food Service Worker	Sanitation Equipment Operator
Baker's Assistant	Garde Manger (Catering)	Lead Sanitation Equipment
Bartender	Helper	Operator
Building Custodian	HVAC Mechanic	Storage Facility Operator
Lead Building Custodian	Lead HVAC Mechanic	Senior Storage Facility Operator
Cashier	Custodian Lead	Sexton
Catering Cook	Custodian Floater	Surplus Coordinator
Senior Catering Cook	PPPL Custodian	Warehouse Attendant I
Catering Delivery Driver	Landscaper I	Warehouse Attendant II
Commissary Driver	Landscaper II	Worker
Commissary Expeditor Retail	Landscaper III	Logistics Worker
Cook	Landscaper IV	Sanitation Worker
Cook's Assistant	Mail Carrier	HVAC Mechanic Apprentice
Kosher Cook	Lead Mail Carrier	Plumber Apprentice
Short Order Cook	Mail Specialist	Roofer/Tinner Apprentice
Equipment Operator II (Pools)	Lead Mail Specialist	
Senior Food Service Storekeeper	Mover	

Section 2. In the event new titles are created in the bargaining unit during the term of the contract, they shall be included in the bargaining unit, and the University and the Union shall meet to negotiate the appropriate language and/or rate of pay.

Article 4 NON-DISCRIMINATION

Neither party to this agreement shall discriminate against any employee or applicant on the basis of sex, racial or ethnic background, age, religion, marital status, political views, sexual orientation or affectation, veteran status, or disability unrelated to job requirements. Complaints of such discrimination may be pursued in accordance with the appropriate grievance, mediation or arbitration process as discussed and agreed upon between the parties.

Article 5 UNION SECURITY

Section 1A. All regular employees (a regular employee being an employee filling a budgeted vacancy whose normal work schedule is half of full-time or more and is employed a minimum of eleven (11) pay periods per year with no limit placed on the term of employment) shall become members of the Union no later than the thirty-first (31st) day following the beginning of such employment and thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 1B. Casual and temporary employees who have worked any thirty days (30) in an SEIU local 175 represented bargaining unit position shall become members of the Union with limited contract rights and thereafter maintain their membership in good standing as a condition of continued employment. Dues for this group of employees will be equal to the dues paid by regular employees. This will not apply to retirees working as card checkers.

Section 2. Temporary and casual workers will be employed using the following guidelines:

Temporary workers will be defined as those hired to fill positions available due to absence or vacancy in a budgeted position. Qualified regular employees in the same work unit are eligible and should be given the opportunity to fill temporary assignments before the department extends an offer to casual or temporary workers providing the temporary assignment does not require the employee to substitute for regular hours. If a regular employee has specialized skills the department may choose to transfer that employee to fill the temporary position.

Casual workers will be defined as those hired to work for a short term usually less than 5 months and less than 1000 hours in a year. Casual workers working in bargaining unit positions will be paid at least the minimum pay rate specified for the position unless part of a special program (i.e. SEIU Summer Transfers, Summer Specials, Reunions) during which the employee will be paid the appropriate program rate. Casual employees who have worked any thirty days (30) in an SEIU local 175 represented bargaining unit position will begin to pay union dues equal the current rate for regular bargaining unit employees. The initiation fee will be waived until hired as a regular employee. Dues collection will be handled by the SEIU with customary support from the Office of Human Resources.

While maintaining the University status of casual hourly, dues-paying casual and temporary employees will have limited Union representation (up to second step of the grievance procedure) and uniforms according to departmental policy.

Departments with SEIU members which hire University casual or temporary employees through external agencies will notify the Union in writing after approximately 30 days if the department will extend the employment beyond 30 days. Those who are extended beyond 30 days will be required to pay Union dues and will have limited contract rights as noted earlier in this memorandum. Dues collection will be handled by the SEIU with customary support from the Office of Human Resources.

Section 3. All employees covered by the Agreement who are members of the Union and all employees covered by the Agreement who subsequently join the Union shall maintain their membership in good standing as a condition of continued employment during the term of this Agreement.

Section 4. Ten month employees in Dining Services will be scheduled for 44 weeks in a calendar year. Ten month employees will be notified of their last day of service during the academic year on or about September 30th (approximately 39 weeks which changes each year depending on the academic calendar). The remaining weeks will be scheduled on or about May 10th when the summer conference schedule will be available.

Twelve-month Dining Service employees who take a minimum of 5 days' vacation during a specified period in June will be guaranteed that their July and August vacation will be approved. (The qualifying dates will be determined when vacation forms are distributed in February.)

Section 5. Academic year employees in Dining Services (staff employed to work from the annual arrival to departure of students) will be notified of their first day of employment prior to May 30th, and will be notified of their last day of

employment prior to September 30th. Refer to Memorandum of Understanding, page 31, regarding the scheduling of PTO for term employees and new AYE hires.

Section 6. Management personnel who enter into a bargaining unit position after July 1, 1983 shall become a member of the union within thirty-one (31) days.

Article 6 CHECKOFF

Section 1A. The University agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The Union shall provide written authorization to the Office of Human Resources. Amounts to be deducted shall be certified to the University in writing by the Union and the aggregate deductions from all employees shall be remitted to Local 175 together with a list of names of all employees for whom the deductions were made on or about the 15th day of the succeeding month after such deductions are made.

Section 1B. If a union member authorizes a COPE contribution deduction, the University agrees to add the amount to the monthly dues deduction. COPE amounts authorized by a member are restricted to even dollar amounts and can be changed only once in a fiscal year. Any such amounts will be remitted as noted in Section 1A and are subject to the agreement in Section 3.

Section 2. The Union may change the monthly union membership dues to be deducted twice per contract year. The Union shall provide advance written notice to the Office of Human Resources.

Section 3. The Union agrees to indemnify and hold the University harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the University in compliance with the provisions of this article in reliance upon dues deduction and COPE deduction authorizations which have been furnished it.

Section 4. As applicable, the union will be given an opportunity to speak with new employees to facilitate dues authorization.

Article 7 UNION LEAVE

Section 1. The University, upon ten (10) working days' notice, shall permit a reasonable number of work days without pay during the duration of this Agreement to be utilized by the Union delegates for conventions, seminars, and other similar Union sponsored activity. Such leaves will be approved providing there is no undue interference with the work requirements of the working unit.

Section 2. If a shop steward responds to a call from a bargaining unit member, the supervisor of the unit should give reasonable access to the employee or employees who may help to inform about or resolve an issue. The union will be considerate of operational needs.

Section 3. The Union shall provide the Labor Relations Manager with a list of stewards on January 30th of each year. The list shall designate each steward's department. The union can modify the list as needed at any time, and shall notify the Labor Relations Manager of any updates.

Article 8 UNION RIGHT TO INFORMATION

Section 1. The University shall provide to the Union, upon written request, any information which is legally required for the Union to function as a collective bargaining representative of employees covered by this agreement.

Section 2. The University will provide the following reports to the Union President: departmental Uniform/Clothing Policy (annually), departmental critical employee lists (annually), SEIU staff changes (monthly), department seniority list (quarterly), status of casual employees (monthly), job description changes (as applicable), third step grievance response (each incident). Reports should be sent to: The SEIU Union President via electronic mail unless requested otherwise.

Section 3. An employee shall be allowed to review his University personnel file which is maintained in the Office of

Human Resources and his departmental file in accordance with University and departmental procedure for such review. An employee, upon written request, may receive a copy of any item in his file. An employee may comment on any evaluation or disciplinary material which appears in his file, and such written comment shall be attached to the specific item. The Union may initiate discussion on any item in an employee's file and make a formal request that it be removed.

Article 9 BULLETIN BOARD AND MEETING SPACE

The University shall allow the Union to post official union notices on bulletin boards in designated work areas mutually agreed upon by the Union and the University. These areas of bulletin boards agreed to shall be used and maintained by the local Union. Official Union notices shall include notices of meetings, elections, seminars, program information, training programs, and Union activities.

The University shall provide a listserv to be managed by the Union in accordance with University policy, included but not limited to the University's Office of Information Technology's Acceptable Use Policy, <https://itpolicy.princeton.edu>.

Subject to availability, Union representatives shall have access to a meeting area to meet with members of the bargaining unit, as required to enable them to ensure that this Agreement is being properly administered. A Union representative will obtain prior permission for such access, and for the timing and location of the meeting, in coordination with the Office of Human Resources or relevant department where the meeting will be held. The Union shall be responsible for any fees associated with utilization of the meeting space, with the exception of a contract ratification meeting, in which the University shall cover any fees for meeting space.

Article 10 WAGES AND CLASSIFICATIONS

Section 1A. Effective retroactive to July 1, 2018 (or the date University biweekly increases are generally effective), bargaining unit members will receive a merit increase based on individual job performance reviewed from January 1, 2017 through December 31, 2017. The merit increase pool will be 3.0%. Additionally, the University will provide a one-time lump sum incentive of \$300.00 to each bargaining unit member employed on the date of ratification.

Effective July 1, 2019 (or the date University biweekly increases are generally effective), bargaining unit members will receive a merit increase based on individual job performance reviewed from January 1, 2018 through December 31, 2018. The merit increase pool will be 2.7%, or the same percentage as the University merit pool, whichever is greater.

Effective July 1, 2020 (or the date University biweekly increases are generally effective), bargaining unit members will receive a merit increase based on individual job performance reviewed from January 1, 2019 through December 31, 2019. The merit increase pool will be 2.7%, or the same percentage as the University merit pool, whichever is greater.

The parties agree to reopen Article 10 of the contract to negotiate wages and classifications effective July 1, 2021, July 1, 2022, and July 1, 2023. The parties further agree that the merit increase pool negotiated for July 1, 2021, July 1, 2022, and July 1, 2023 shall be the negotiated amount, or the same percentage as the University merit pool, whichever is greater.

Section 1B. Each employee will receive performance feedback from the supervisor throughout the calendar year. Along with the regular feedback, the appraisal process will include one formal interim appraisal during the review period which indicates how the year is going and discusses where the employee is in meeting the goals, and one formal summary performance appraisal which reviews the entire year and sets goals for the coming year. At each formal review the supervisor should provide the employee with a copy of the last review and a copy of goals/expectations/standards. SEIU employees will receive the interim appraisal by August 15th, and the final appraisal will be given by March 15th. Dining Services 9 and 10 month employees will receive the interim appraisal by May 15th, and the final appraisal will be given by December

7th. Attendance will still be recorded until the end of the calendar year and may still affect the final appraisal rating. There should be at least four months between the interim appraisal and the final summary performance appraisal. Both meetings should be conducted according to University guidelines and should be documented based on the Labor-Management Committee guidelines. Any need for extending the agreed upon appraisal periods must be discussed and agreed upon within the Labor-Management Committee. No extension should go beyond 30 days after the agreed upon deadlines referred to in this paragraph.

To facilitate feedback discussions employees and supervisors should agree on goals and standards by which performance will be measured. Goals and standards should include acceptable professional behaviors as well as tasks. Changes in individual goals and standards must be discussed by the supervisor and employee. Any need for major changes in departmental or unit goals will be discussed with the union prior to implementation.

Feedback meetings are between the supervisor and employee. The interim and final appraisals should be scheduled with reasonable notice to the employee. If after the appraisal discussion an employee has fundamental concerns about the appraisal, the employee may request a management review by the supervisor's manager. Prior to the review, the employee may also discuss the concerns with a union representative who may request attendance at the review meeting. Performance appraisal decisions and ratings are not subject to the grievance procedure, however instances where the supervisor has not followed the procedure set forth above may be grieved. The parties agree that displeasure or dissatisfaction with the rating shall not be grieved. Alleged failure to follow policy guidelines and process can be grieved beginning at the second step. The Labor-Management Committee will be responsible for reviewing the appraisal process each year and will make recommendations to University management to address any issues.

Section 2A. The following is the salary range for each bargaining unit position. Wage ranges will increase by 1% in each of the first three (3) years of this contract.

Grade	Job Code	Job Code Title	Minimum Hourly	Minimum Annual	Midpoint Hourly	Midpoint Annual	Maximum Hourly	Maximum Annual
370	7230	Arborist I	\$19.12	\$39,769.60	\$22.14	\$46,040.80	\$25.15	\$52,312.00
371	7011	Arborist II	\$22.43	\$46,654.40	\$25.99	\$54,048.80	\$29.54	\$61,443.20
331	7014	Athletics Facility Crewperson	\$18.93	\$39,374.40	\$21.92	\$45,583.20	\$24.90	\$51,792.00
333	7482	Lead Athletic Facilities Crewperson	\$19.87	\$41,329.60	\$23.24	\$48,339.20	\$26.61	\$55,348.80
060	7824	Baker	\$15.91	\$33,092.80	\$18.43	\$38,334.40	\$20.95	\$43,576.00
100	7830	Senior Baker	\$19.57	\$40,705.60	\$22.67	\$47,143.20	\$25.76	\$53,580.80
040	7812	Baker's Assistant	\$15.44	\$32,115.20	\$17.15	\$35,672.00	\$18.86	\$39,228.80
020	7804	Bartender	\$15.16	\$31,532.80	\$16.53	\$34,372.00	\$17.89	\$37,211.20
230	7800	Building Custodian	\$15.47	\$32,177.60	\$17.92	\$37,263.20	\$20.36	\$42,348.80
280	7200	Lead Building Custodian	\$16.26	\$33,820.80	\$18.84	\$39,176.80	\$21.41	\$44,532.80
035	7850	Cashier	\$15.44	\$32,115.20	\$17.15	\$35,672.00	\$18.86	\$39,228.80
067	7818	Catering Cook	\$16.33	\$33,966.40	\$18.91	\$39,322.40	\$21.48	\$44,678.40
090	7827	Sr. Catering Cook	\$17.75	\$36,920.00	\$20.55	\$42,744.00	\$23.35	\$48,568.00
050	7829	Catering Delivery Driver	\$16.24	\$33,779.20	\$18.20	\$37,856.00	\$20.16	\$41,932.80

060	7817	Catering Specialist	\$15.91	\$33,092.80	\$18.43	\$38,334.40	\$20.95	\$43,576.00
050	7807	Commissary Driver	\$16.24	\$33,779.20	\$18.20	\$37,856.00	\$20.16	\$41,932.80
050	7808	Commisary Expeditor	\$16.24	\$33,779.20	\$18.20	\$37,856.00	\$20.16	\$41,932.80
051	7821	Commisary Expeditor Retail	\$17.05	\$35,464.00	\$19.11	\$39,748.80	\$21.17	\$44,033.60
050	7825	Concession Specialist	\$16.24	\$33,779.20	\$18.20	\$37,856.00	\$20.16	\$41,932.80
061	7815	Cook	\$16.25	\$33,800.00	\$18.82	\$39,145.60	\$21.39	\$44,491.20
040	7814	Cook's Assistant	\$15.44	\$32,115.20	\$17.15	\$35,672.00	\$18.86	\$39,228.80
080	7828	Kosher Cook	\$17.60	\$36,608.00	\$20.39	\$42,400.80	\$23.17	\$48,193.60
045	7833	Short Order Cook	\$15.70	\$32,656.00	\$18.01	\$37,450.40	\$20.31	\$42,244.80
350	7470	Equipment Operator II (Pools)	\$18.23	\$37,918.40	\$21.11	\$43,898.40	\$23.98	\$49,878.40
050	7810	Senior Food Service Storekeeper	\$16.24	\$33,779.20	\$18.20	\$37,856.00	\$20.16	\$41,932.80
030	7809	F.S. Storekeeper	\$15.70	\$32,656.00	\$16.98	\$35,318.40	\$18.26	\$37,980.80
010	7802	Food Service Worker	\$15.16	\$31,532.80	\$15.76	\$32,780.80	\$16.36	\$34,028.80
040	7806	Sr. Food Service Worker (Production)	\$15.44	\$32,115.20	\$17.15	\$35,672.00	\$18.86	\$39,228.80
040	7806	Sr. Food Service Worker (Utility)	\$15.44	\$32,115.20	\$17.15	\$35,672.00	\$18.86	\$39,228.80
041	7024	Residential Food Service Worker	\$15.44	\$32,115.20	\$17.51	\$36,420.80	\$19.58	\$40,726.40
041	7013	Retail Food Service Worker	\$15.44	\$32,115.20	\$17.51	\$36,420.80	\$19.58	\$40,726.40
040	7015	Garde Manger	\$15.44	\$32,115.20	\$17.15	\$35,672.00	\$18.86	\$39,228.80
310	7110	Helper	\$17.53	\$36,462.40	\$20.31	\$42,244.80	\$23.09	\$48,027.20
380	7320	HVAC Mechanic	\$25.33	\$52,686.40	\$29.32	\$60,985.60	\$33.31	\$69,284.80
390	7970	Lead HVAC Mechanic	\$26.08	\$54,246.40	\$30.28	\$62,972.00	\$34.47	\$71,697.60
380	7017	HVAC Mechanical Welder	\$25.33	\$52,686.40	\$29.32	\$60,985.60	\$33.31	\$69,284.80
015	7571	Landscaper I	\$15.16	\$31,532.80	\$16.60	\$34,528.00	\$18.04	\$37,523.20
016	7572	Landscaper II	\$15.16	\$31,532.80	\$17.47	\$36,337.60	\$19.78	\$41,142.40
017	7573	Landscaper III	\$17.13	\$35,630.40	\$19.61	\$40,788.80	\$22.09	\$45,947.20
018	7574	Landscaper IV	\$19.34	\$40,227.20	\$21.87	\$45,489.60	\$24.40	\$50,752.00
069	7819	Late Night Cook	\$16.49	\$34,299.20	\$19.09	\$39,707.20	\$21.69	\$45,115.20

210	7910	Custodian Lead	\$17.43	\$36,254.40	\$18.42	\$38,303.20	\$19.40	\$40,352.00
200	7890	Custodian	\$15.16	\$31,532.80	\$16.66	\$34,652.80	\$18.16	\$37,772.80
260	7720	Mail Carrier	\$16.12	\$33,529.60	\$18.68	\$38,844.00	\$21.23	\$44,158.40
265	7721	Lead Mail Carrier	\$16.93	\$35,214.40	\$19.80	\$41,184.00	\$22.67	\$47,153.60
262	7722	Mail Specialist	\$16.53	\$34,382.40	\$19.25	\$40,040.00	\$21.97	\$45,697.60
263	7723	Lead Mail Specialist	\$16.73	\$34,798.40	\$19.52	\$40,601.60	\$22.31	\$46,404.80
315	7450	Mover	\$17.75	\$36,920.00	\$20.55	\$42,744.00	\$23.35	\$48,568.00
340	7480	Lead Mover	\$18.62	\$38,729.60	\$22.08	\$45,926.40	\$25.54	\$53,123.20
060	7822	Pastry Assistant	\$15.91	\$33,092.80	\$18.43	\$38,334.40	\$20.95	\$43,576.00
380	7070	Plumber	\$25.33	\$52,686.40	\$29.32	\$60,985.60	\$33.31	\$69,284.80
390	7620	Lead Plumber	\$26.08	\$54,246.40	\$30.28	\$62,972.00	\$34.47	\$71,697.60
380	7100	Roofer/Tinner	\$25.33	\$52,686.40	\$29.32	\$60,985.60	\$33.31	\$69,284.80
390	7170	Lead Roofer/Tinner	\$26.08	\$54,246.40	\$30.28	\$62,972.00	\$34.47	\$71,697.60
360	7460	Sanitation Equip. Operator	\$18.47	\$38,417.60	\$21.39	\$44,491.20	\$24.31	\$50,564.80
361	7481	Lead Sanitation Equipment Operator	\$19.20	\$39,936.00	\$22.45	\$46,696.00	\$25.70	\$53,456.00
215	7021	Storage Facility Operator	\$15.91	\$33,092.80	\$18.43	\$38,334.40	\$20.95	\$43,576.00
300	7022	Senior Storage Facilities Operator	\$16.42	\$34,153.60	\$18.84	\$39,187.20	\$21.41	\$44,532.80
240	7710	Sexton	\$15.87	\$33,009.60	\$18.38	\$38,230.40	\$20.89	\$43,451.20
340	7480	Surplus Coordinator	\$18.62	\$38,729.60	\$22.08	\$45,926.40	\$25.54	\$53,123.20
070	7826	Sr. Cook	\$17.37	\$36,129.60	\$20.10	\$41,808.00	\$22.83	\$47,486.40
205	7090	Warehouse Attendant I	\$15.16	\$31,532.80	\$17.11	\$35,578.40	\$19.05	\$39,624.00
372	7091	Warehouse Attendant II	\$21.50	\$44,720.00	\$24.90	\$51,781.60	\$28.29	\$58,843.20
372	7569	Worker	\$21.50	\$44,720.00	\$24.90	\$51,781.60	\$28.29	\$58,843.20
310	7110	Logistics Worker	\$17.53	\$36,462.40	\$20.31	\$42,244.80	\$23.09	\$48,027.20
310	7110	Sanitation Worker	\$17.53	\$36,462.40	\$20.31	\$42,244.80	\$23.09	\$48,027.20

Current salary range tables are contained on the Human Resources website at <http://www.princeton.edu/hr/>.

*Wage ranges will increase by 1% in each of the first three years (July 1, 2018; July 1, 2019 and July 1, 2020).

Section 2B. The following schedule applies to the Plumber, Roofer/Tinner and HVAC Apprentice. Initial placement on wage scale will be based on demonstrated incoming skill set, validated theoretical knowledge (formal education, participation in related apprenticeship program) and direct related work experience.

Apprentice classifications:

FY 2018-2023

Grade	Job Code		Minimum Hourly	Minimum Annual	Midpoint Hourly	Midpoint Annual	Maximum Hourly	Maximum Annual
000	7020	0-12 Months	\$15.40	\$32,032.00	\$18.10	\$37,637.60	\$20.79	\$43,243.20
		12 Months	\$16.46	\$34,236.80	\$19.34	\$40,227.20	\$22.22	\$46,217.60
		18 Months	\$17.52	\$36,441.60	\$20.59	\$42,827.20	\$23.66	\$49,212.80
		24 Months	\$18.58	\$38,646.40	\$21.84	\$45,416.80	\$25.09	\$52,187.20
		30 Months	\$20.04	\$41,683.20	\$23.55	\$48,984.00	\$27.06	\$56,284.80
		36 Months	\$21.49	\$44,699.20	\$25.26	\$52,530.40	\$29.02	\$60,361.60
		42 Months	\$22.42	\$46,633.60	\$26.35	\$54,808.00	\$30.28	\$62,982.40
		48 Months	\$23.35	\$48,568.00	\$27.44	\$57,075.20	\$31.53	\$65,582.40

*Progression is based on satisfactory completion of required coursework and on the job training.

Section 3. Bargaining unit members temporarily acting as leads in the Facilities Department will be paid at 3–10% above their current rate or the minimum of the range for the lead position, whichever is greater.

Section 4. Bargaining unit members who are promoted will receive a 7% increase for one level, a 13% increase for two levels, or 19% for three levels or the minimum of the range for the position, whichever is greater. These increases shall not exceed the maximum of the salary grade to which the employee is being promoted.

Section 5. Custodians performing housekeeping assignments at a private residence will be paid the minimum pay for the Building Custodian position or 12% above the individual's Custodian pay, whichever is greater.

Article 11 UNIVERSITY BENEFITS, PROGRAMS AND POLICIES

Section 1. For the duration of this Agreement, the University shall continue to provide the benefits or equivalent benefits that are provided for in University policy, which includes, but is not limited to the following University programs, plans or policies:

1. Faculty/Staff Educational Assistance/Tuition Grant Program
2. Children's Educational Assistance Plans
3. Healthcare Plans
4. Retirement Plan
5. Faculty and Staff Housing
6. Continuing Education Program
7. Temporary Disability Leave
8. Long Term Disability Plan
9. Life Insurance/Accidental Death and Dismemberment Insurance
10. Business Travel Accident Insurance
11. Retirement Savings Plan
12. Workers' Compensation
13. Excused Paid Absences

14. Tiger Award Program

For detailed information including, but not limited to eligibility, benefits and plan requirements, contact the Office of Human Resources or refer to the policy on the Human Resources website at www.princeton.edu/hr. During the 2018 negotiations, the changes made to the benefits listed in 1-14 of Article 11, are intended to be updates to the current names of the benefits and not substantive changes to the plans or eligibility. The “Temporary Disability Wait Week” in the 2013-2018 contract was eliminated in 2018 negotiations. The University will follow Workers’ Compensation Leave & Benefits Policy 3.1.1 on the Human Resources website at www.princeton.edu/hr.

Section 2. The University reserves the right to make changes to the benefits, programs and policies referenced in this contract, however before any changes in the above benefits are made, the University shall notify and meet with the Union to discuss such changes. If the Union disagrees with any changes, it may initiate a grievance at Step 3 of the grievance and arbitration procedure.

Section 3. All bargaining unit members shall be eligible for the Tiger Award Program administered by the University. The awards under the Tiger Award Program shall be issued according to managerial discretion and management retains the right to discontinue the Tiger Award Program at any time in accordance with Article 13. Normally the awards are not subject to the grievance procedure. However, instances where procedures (i.e. eligibility requirements, nomination and approval process) have not been followed, may be grieved.

Article 12 WORKERS’ COMPENSATION

If an employee returns to work from a leave of absence due to work related injury during the first twenty-six (26) weeks from date of injury, the employee will be guaranteed employment in the employee’s classification, provided the employee is able to perform all duties of that classification.

If an employee ceases to be employed by the University after a workers’ compensation leave, the employee’s bundled time payout shall be consistent with University policy.

For detailed information including eligibility and reporting requirements, contact the Office of Human Resources or refer to Workers’ Compensation Leave & Benefits Policy 3.1.1 on the Human Resources website at www.princeton.edu/hr.

Article 13 MANAGEMENT BY THE UNIVERSITY

It is agreed that the operation of the University, including supervision of employees and their work, is a right of the University. Accordingly, subject to the terms and conditions of this Agreement, the making of reasonable rules to assure orderly and effective work; the determination of competency of employees and of what duties shall be performed by them; the hiring, transfer, promotion, demotion and layoff, discipline or discharge of employees for just cause without regard to Union membership; and the right within the framework of this Agreement to discuss personnel as distinguished from general terms and conditions of employment directly with employees are privileges of the University.

Article 14 TRANSFER

Section 1. When an employee is to be permanently transferred, the Union must be given forty-eight (48) hours’ notice and the Union may request to discuss the permanent transfer. A permanent transfer shall be defined as a transfer from one work unit to another work unit for a period of more than fifteen (15) consecutive days. This clause shall not be in effect for the time period established annually as summer break.

Section 2. If an employee is transferred to a higher classification, the individual will receive the rate of pay for that classification. A job description does not supersede a classification; however, both parties understand that certain duties in Dining Services overlap in job descriptions for more than one classification, e.g. the Senior Food Service Worker and the Cook. If an employee is transferred within their job classification, the individual shall not receive a reduction in salary.

Section 3. If an employee is transferred for the convenience of the University to a lower classification, there shall not be a reduction in salary. The University shall make a reasonable effort to accommodate a voluntary transfer that has been requested by any employee in writing when there exists a job opening.

Article 15 HOURS AND OVERTIME

Note: For Extreme Weather Overtime refer to Article #33.

Section 1. Definitions.

The regular work week shall be five days of eight hours each exclusive of an unpaid meal period of one half hour. The work week shall commence at 12:01 a.m., Monday, and end at 12:00 midnight Sunday. Monday is the first day of the workweek and Sunday is the seventh day of the workweek for pay and all other related purposes.

Overtime is time worked over eight (8) hours in a day (for staff other than casual employees) or time worked over forty (40) hours in a week (all employees including casual employees). Paid absences (i.e., bundled time, holiday time, shall not be considered as time worked for the purpose of computing overtime. The University will implement this change in accordance with similar changes in relevant University policies.

Effective upon ratification of this agreement, when a bargaining unit member is required to work on the Saturday or Sunday after Memorial Day or Labor Day, when Saturday or Sunday are not the member's regularly scheduled work days, and the member did not work Memorial Day or Labor Day, but otherwise worked Tuesday through Friday, the member shall receive a premium pay of time and one-half (1.5X) the member's straight time hourly rate for all hours worked. The parties agree to reopen Article 15 of the contract in 2021 for further evaluation of pay within holiday weeks.

Union members who are Volunteer Firefighters shall have their training time and time fighting fires considered as productive time and used in the calculation of overtime.

Distribution of overtime shall be on a rotational basis within the unit among the employees qualified and capable of performing the work available. Overtime offered but refused by an employee (see Section 3C for exception) shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

Scheduled overtime is when the department gives at least 48 hours notification of sixth or seventh day overtime available work, or when the department gives notice regarding daily overtime work before the second half of the shift. Otherwise the overtime will be deemed to be nonscheduled overtime due to an emergency or unforeseen event.

Section 2. Changing a Regular Schedule.

If an employee's work schedule shall change, the employee's work schedule shall be posted ten (10) days in advance. Employee's schedules will include, as much as possible, rotating weekends off as long as there are sufficient other employees capable of doing the work as required. If an employee shall have a change in his work schedule the University will meet with the Union to discuss the work schedule change.

It is agreed by both parties that schedule changes should not be made unreasonably and that even in emergency situations, sufficient notice, normally 48 hours in advance of a scheduling change, should be given to employees whenever possible. In the event that volunteers are not available, the selection of employees for schedule changes shall be made on the basis of inverse seniority.

Section 3. Overtime Guidelines.

3A. Time worked in excess of eight (8) hours on a regularly scheduled workday will be paid at time and one half (1.5x) the employee's hourly rate, or hours worked in excess of 40 hours in one defined workweek will be paid at time and one half (1.5x) the employee's hourly rate. There shall be no pyramiding of overtime. Because of the unusual schedule of the Sexton's position, this section will not apply to them. Sextons work a schedule of ten consecutive days on and four days off. Half of the ten days are worked during the first week of the pay period and half are worked during the second week of the pay period. If a Sexton works any additional day in either week, i.e. the 6th day, the Sexton will earn pay at one and one half (1.5x) times the straight time rate. Employees whom are similarly situated will be reviewed on a case by case basis; however, no employee shall be scheduled for ten (10) consecutive days as a regular schedule (i.e., Wednesday-Friday), unless the employee counters, without at least one (1) day off. This section shall not apply to department designated "black-out" periods, i.e., reunions, Commencement, and Move-In.

3B. When scheduled overtime must be performed or when in the supervisor's judgment emergency circumstances do not permit advance notice, an employee will be required to work overtime, unless sufficient other employees capable of doing the work volunteer, in which case an employee who does not wish to work will be excused. Overtime which does not fit the above criteria will be voluntary.

3C. When overtime is required with less than 48 hours' notice, refusal by the employee will not alter the employee's position in the normal overtime rotation or reflect upon that employee's performance appraisal.

3D. When overtime is cancelled with less than 48 hours' notice to the employee, the department will provide an opportunity for no less than two (2) hours work on each scheduled day.

3E. An employee who is temporarily upgraded to a higher level classification and who works overtime in the higher level classification, shall be paid the appropriate overtime rate at the higher classification rate.

Section 4. Overtime on Call-in Work Assignment.

4A. An employee who is required to come back to work after the employee has completed the employee's regularly scheduled workday and after the employee has left the premises, shall be entitled to one (1) hour of travel time at their straight time rate (this hour shall be considered paid time for overtime purposes) and time and one half (1.5x) their hourly rate of pay for all hours worked with a minimum of two hours of time and one half (1.5x) their hourly rate of pay. This shall not apply to employees who are called in to begin work prior to the start of their shift and work continuously. Employees called in to begin work prior to the start of their shift will be paid a premium after working eight (8) hours at straight time. Required overtime at the end of the workday will have a guaranteed minimum of one (1) hour at the appropriate premium rate.

4B. For emergency call-in requirements in the bargaining unit, a roster shall be posted and those employees who place their name on the roster must work. If there are no volunteers on the roster, the supervisor will select on the basis of inverse seniority.

4C. An employee serving in emergency on-call status shall receive eight hours of additional pay for every week that they are in an on call status. Employees working call on a per day basis shall be entitled to one additional hour of pay for every day (24 hours) of being in an on-call status. Time in an "on call" status will not be counted towards the computation of overtime. Employees who are called in to work will be paid at time and one half (1.5x) their hourly rate of pay for all call-in hours actually worked.

Section 5. Overtime Meal Allowance.

Employees required to work by the University on a nonscheduled basis for a period of three (3) hours beyond or prior to the normal shift will receive a meal provided by the University at a reasonable time or shall be paid the reasonable cost of a meal.

Section 6. Commencement Events.

When employees are required to report for work prior to the normal starting times on the Saturday and Sunday prior to Commencement, they will be guaranteed six (6) hours of work.

Section 7. Other.

All members of the unit exclusive of Movers, Dining Services Storekeepers and Senior Storekeepers, will be paid a differential when assigned to unload lots of furniture or paper goods from vehicles during regular hours of work. For the first two hours of the assignment the employee will be paid one and one half (1.5x) times the employee's hourly rate. Work time in excess of the two hours will be paid at the minimum (or mutual MOA option, whichever is greater) hourly rate of the Mover or Senior Dining Services Storekeeper, whichever is applicable. Custodians replacing furniture during furniture replacement periods shall receive Movers' pay for all hours worked as Movers.

Employees who are required to remain at work during non-weather related late openings, early dismissals and/or closures shall be entitled to one and one half (1.5) times their regular base rate of pay for all hours worked during the declared event (i.e., Commencement, Class Day, etc.) time.

Departments that have "black out" periods, i.e., Reunions, Commencement and Move-In, that limit the use of paid time off and require employees to perform work during the Memorial Day and Labor Day holidays shall inform employees who are required to work on those days at least 2 weeks (calendar) in advance of the holidays. The employee will be scheduled for at least their regular number of work hours on the holiday.

Article 16 PROBATIONARY PERIOD

The first three (3) months of employment shall be considered a probationary period. If the employee is determined unsatisfactory any time during the probationary period, the employee may be terminated. Disciplinary action, including termination during the probationary period, shall not be subject to the grievance procedure. However, when there is a possibility that an employee may not successfully complete the probationary period, the department shall notify the Union President in writing in a timely manner. However, this does not preclude the department from taking action, including termination of employment. Notification will be given in writing to a Union shop steward affiliated with particular department.

In certain specific situations the University and the Union may agree to extend a probation period by up to 3 months. Examples of such situations may include but not be limited to when the employee or a supervisor is unavoidably out of the workplace, consequentially shortening the time for evaluation, or if management has not satisfied the process outlined in the above paragraph, or management believes an extension will benefit the employee or the selection process.

Article 17 LAYOFF AND RECALL

Section 1. In the event that a layoff becomes necessary, the University must notify the Union no less forty five (45) days before the layoff occurs in special circumstances, but will honor a seventy five (75) day notification period under most circumstances. In the special circumstance situations a seniority list of all bargaining unit employees must be posted on all units' bulletin boards thirty (30) days before layoff. In all other situations the list will be posted forty five (45) days before layoff. This list must include date of hire, job classification, department seniority, and bargaining unit seniority by inverse order of hire. Regular employees shall be laid off in inverse order to that in which they were hired in affected classification by department seniority.

Section 2. In the event of a layoff the department will not retain casual/hourly or temporary employees in specific job categories where bargaining unit employees are affected. If such a need arises, the University will discuss it with the Union prior to the layoff. When rehiring takes place no casual or hourly employee will be hired into affected areas until the recall list has been exhausted.

Section 3. The Union and the University agree that layoffs are inherently destructive to the stability of the employment relationship. Therefore, the parties agree that at least forty five (45) days prior to any layoff, the University shall provide

the Union with notice of any proposed layoff, including information from which the Union can determine that the proposed layoffs are being conducted in accordance with Article 17.4

The parties shall then meet in an attempt to avoid the proposed layoff, or any part of it by alternative means such as, but not limited to, transfers, schedule changes, alternate vacation schedule, etc., it being fully understood that final determination regarding layoff remains with the University.

Section 4. If a layoff is of indeterminate length and there is no guarantee of return to employment, and the affected employee has been employed for thirty-one (31) days or more, the employee shall receive notice or pay in lieu of such notice in accordance with the existing University policy schedule.

Section 5. When rehiring takes place, those regular employees laid off last shall be rehired first, provided that each such employee shall accept the rehiring within three working days after notice sent by certified mail with return receipt and shall report for work within fourteen (14) days after notice that the employee will be rehired, and no new employee shall be hired until that list of qualified former employees has first been exhausted. Based on the physical requirements of the position to which an employee is being recalled into, a POPES exam may be a minimum prerequisite to employment. If an employee is recalled back into the same position from which they were laid off, the employee will not be required to undergo a POPES exam.

Section 6. The Union shall provide the University with a list showing the current officers and others, the number of which shall not be in excess of a total of twelve (12). No employee on this list shall be laid off because of lack of seniority during his term of office, but except for this provision officers of the Union shall have the same status under this Agreement as all other Union members.

Section 7. In the event a job or title is eliminated, the employee affected will bump the least senior employee within the same classification. If this is not possible, if qualified, the employee will bump the least senior employee in the job category within the department at the closest hourly rate. In a situation in which this process causes operational ineffectiveness, the union and department will meet to discuss an appropriate alternative. Based on the physical requirements of the position into which an employee is bumping, a POPES exam may be a minimum prerequisite to employment.

Article 18 REST PERIODS

Employees may take a rest period of not more than twenty (20) minutes for each full day of work. This time may be scheduled by supervisors as a single break or divided between two ten minute breaks. A rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

Article 19 CLOTHING AND EQUIPMENT/ ID

Section 1. Each employee shall comply with all University requirements for the use of protective clothing and equipment in the performance of the assigned duties. Failure to conform to these requirements including those which are based on, but not limited to, the Federal Occupational Safety and Health Act of 1970 and subsequent amendments will result in progressive discipline.

Section 2. Employees are required to wear uniforms and have their equipment and ID available during all working hours and to maintain the uniform, ID, and equipment in a manner consistent with professional standards. If employees do not wear their uniform or do not maintain standards, Management shall ask the employee to rectify the deficiency immediately without compensation or face disciplinary action. Should an employee forget, damage or lose their I.D. this should be reported immediately to the management who shall ask the employee to rectify this matter in accordance to accepted contract and University guidelines.

Section 3. Departments within the SEIU bargaining unit will establish guidelines to properly outfit, equip, and identify staff. Printed guidelines regarding uniform / ID policy will be posted and made available to the president or designee of the union.

Uniforms, ID and equipment that are damaged or worn will be replaced at no charge to the employee. Departments are to provide the Union with a copy of the policy each year by October 1.

Section 4A. All employees required to wear steel toe safety shoes shall be reimbursed up to one-hundred thirty dollars (\$130) per year for the purchase of the shoes upon submission of a receipt. Employees may choose to visit the shoe-mobile and select shoes with the same limit. The reimbursement amount will be reviewed on July 1 of each year and adjusted if appropriate.

Section 4B. Because slip resistant shoes are a requirement for many employees, they will be provided to designated employees annually (during the fiscal year) by the contracted purveyor. Regular employees will receive two pairs of shoes, and term and casual employees will receive one pair of shoes. Employees with special shoe needs due to medical reasons may purchase shoes on their own and they will be reimbursed up to seventy-five dollars (\$75) per pair for the calendar year. Union membership and management will participate in the selection of the shoe styles during the spring semester each year. Management reserves the right to request a copy of the receipt prior to reimbursement. Boots used for work during inclement weather will be offered as part of the departmental uniform policy.

Section 4C. The University will replace required shoes that are damaged, according to standards established by the Department.

Section 4D. For departments that provide clothing and/or shoe allowance(s) (instead of providing shoes and clothing directly), the departments shall increase the yearly allowance, according to the consumer price index, for the term of this contract.

Article 20 DISCIPLINE AND DISCHARGE

Section 1. The University retains the right to discipline and discharge an employee for just cause. Management will advise an individual of the purpose of a meeting which may result in disciplinary action against the person. Disciplinary action will be taken within a reasonable time period after the infraction occurs and will be handled in such a way as not to cause embarrassment to the individual. Management will notify employee of right to invite union representative to such meeting.

Typically disciplinary meetings occur when management has enough information about an occurrence and has decided discipline is necessary. In most cases, management has also considered an appropriate level of discipline. With the exception of an occurrence involving special circumstances, management will notify the union of the occurrence, the facts as known, when the meeting will take place, and the anticipated action which will be taken prior to the actual meeting. This in no way restricts management's right to hold disciplinary meetings as needed without union representation when emergency circumstances prevail.

Section 2. The normal disciplinary procedure for employees who have completed their probationary period shall be oral warning, written warning, suspension and discharge.

1. Oral warning, first level of normal disciplinary process, management will generally keep a written record of this.
2. Written warning, second-level of the normal disciplinary process.
3. Suspension, third level of the normal disciplinary process, generally the suspension will be paid. The determination of whether a suspension is paid or unpaid will be based on a number of factors including the nature and seriousness of the violation and relationship to previous disciplines.
4. Discharge/termination, final level of the progressive discipline process. However in the event of a major infraction on the part of the employee or employees, the University may begin the disciplinary process at any step including discharge/termination.

Section 3A. Any use of the four levels of discipline listed in Section 2 shall be documented with copies to the individual, the Office of Human Resources, and the Union. Disciplinary actions shall not be referred to after eighteen (18) months for

purposes of progressive discipline. Departments, other than Human Resources, shall not retain records of discipline beyond eighteen (18) months.

Section 3B. If an employee with active discipline is laid-off while the discipline is in effect (18 months) and then is recalled / rehired, the discipline remains in effect when the employee returns to work so that the discipline covers a total 18-month work period.

Section 4. Time off without pay for disciplinary suspension will normally be taken within five (5) workdays of the decision to suspend unless other special circumstances require that the five (5) day period be extended.

Section 5. When an employee is placed on administrative leave pending an investigation, the employee shall be given a brief written statement (copy to the Union) setting forth the reasons for the administrative leave, within five (5) work days after the administrative leave takes place. This written statement shall not limit management's right or the Union's right, to use additional or supplemental information not contained in the initial statement, to determine the appropriate disciplinary action to be taken. The University shall inform, as fully as possible, the Union of the reasons for any discipline or discharge. In the event that management needs to conduct an investigation into a situation which may lead to the discipline of a bargaining unit member, the management will advise the employee of the right to union representation, and will require the employee to sign a waiver if the employee refuses such representation.

Article 21 RULES AND REGULATIONS

The University may promulgate reasonable rules and regulations, provided such rules and regulations are not inconsistent with any of the provisions of this agreement. The Union requests that they be notified in writing in advance of changes to University rules and regulations. The Union may request the University meet and discuss any of the proposed changes prior to implementation. Should the Union consider any such proposed rule or regulation in conflict with this agreement, it may be subject to the grievance procedure.

Article 22 JOB POSTING

Section 1. When a vacancy occurs in a job classification covered by this Agreement, the department shall post the vacancy according to University policy. Normally, this requires a two (2) week posting in the Jobs at Princeton website. Applicants from this pool will be considered based on their ability to fulfill the work-related requirements for the position, this may include a POPES requirement. The Union president or designee shall receive a copy of all job postings. The Union president or designee shall be informed in writing by the department of substantive changes in job duties and qualifications prior to posting. A copy of SEIU job postings will be made available to the Union from the Office of Human Resources when received.

Section 2. When final candidates for bargaining unit positions are considered equivalent according to established criteria, special consideration may be given to current University employees. When regular bargaining unit members are the sole final candidates for promotion for a bargaining unit position, the University will recognize the seniority principle. The seniority principle is defined as follows: When qualifications such as ability, training, skill, dependability and work record (such as attendance records, letters of commendation or discipline, performance appraisals, etc.) are considered equal, the University will give preference to the employee having the longest length of service with the University. (Length of service shall mean continuous service from the last date of hire.)

Section 3. Bargaining unit members that are required to participate in post-offer, pre-employment physical capacity exams ("POPES") during the hiring process for an identified set of University positions, some of which are within the bargaining unit. The exam will be administered by a third party organization that specializes in the testing. If a bargaining unit member applies for one of the identified positions, the employee will be subject to the same process as any other candidate. If the employee does not pass the exam for the offered position, the employee will still be able to work in the employee's current job.

Section 4. New University employees shall remain in their current position six (6) months past the probationary period before being eligible to apply for a job opening in another University department. However, intradepartmental changes (i.e., schedule) are not subject to a waiting period. Intradepartmental promotions are subject only to the 90-day probationary period. Mutual waivers from this requirement must be in writing and submitted to the Office Human Resources.

Section 5. An employee who returned to work after a work-related injury to a classification other than his/her regular classification, shall be given preference when bidding on a posted vacancy in his/her regular classification, provided he/she can perform all the duties of the classification, this may include a POPES requirement.

Section 6. The parties agree to establish a committee to discuss improvements to the hiring processes and procedures.

Article 23 EDUCATIONAL LEAVE AND TRAINING

Section 1. When there is a direct or reasonable relationship to the present job assignment, paid time off for the purpose of taking courses may be granted by the department head, upon the recommendation of the immediate supervisor. The work requirement of the work unit and the relationship of the course to the present job assignment will be major considerations as to whether paid time off shall be granted.

Section 2A. Employees shall receive on-the-job training to stay abreast of changes in job requirements. University training programs will be posted with reasonable notice. Participation in training programs shall be a factor for consideration in decisions regarding promotions.

Section 2B. The University and the departments encourage supervisors and employees to discuss developmental opportunities, whether they are meant to improve performance in the current position, or to assist the employee in understanding possible advancement and ultimately achieving advancement. Performance appraisal meetings are ideal times for these two-way discussions. In addition when there is a job opening which is of interest to an employee, the employee may be counseled about how to become qualified. Each department may institute other ways to communicate developmental opportunities to staff.

Article 24 SENIORITY

Section 1. Seniority shall be defined as the length of service an employee has been continuously employed by the University from the last date of hire. Seniority shall cease for any of the following reasons:

1. Voluntary resignation
2. Discharge for just cause
3. Continuous layoff for more than five (5) months for an employee with length of service less than one (1) year or twelve (12) months for an employee with a length of service greater than one (1) year.
4. Failure of laid-off employee to report to work within fourteen (14) days after notification by certified mail has been received that he will be rehired.
5. Failure to report to work for a period of three (3) consecutive scheduled working days without notice to the University of a justifiable reason for such absence.
6. Failure to report to work upon expiration of a leave of absence or any extension thereof.
7. Acceptance of gainful employment while on leave of absence from the University unless the gainful employment is approved by the University.

Section 2. A seniority list of bargaining unit employees shall be provided to the union on a quarterly basis.

Section 3. When a bargaining unit employee is transferred to another bargaining unit position to avoid layoff, University seniority (length of service an employee has been continuously employed by the University from the last date of hire) will be used to determine seniority status in the new job classification.

Section 4. An employee who terminates from a bargaining unit position, and who returns within one year, shall have seniority bridged per University bridging rules on specific policies and state and federal benefit regulations after the employee has been continually employed within the bargaining unit for a one year (1 year) period.

Article 25 PAID TIME OFF

Section 1. Bundled Time

All scheduled time must be approved by the department. Generally, bundled time is either “short duration time” (normally less than five (5) days), “extended time” (five (5) or more days), an “extenuating circumstances absence,” a “call-out,” or an “early-leave.”

For short duration time and extended time requests, except for emergency circumstances, employees are encouraged to make their requests as far in advance as possible. Employees increase the chance for approval by notifying the department as early as possible and by considering the most critical periods for the department’s business needs. Each department may designate certain periods when the work for the department will not allow for extended time off, including, but not limited to, Reunions, Commencement and Move-in.

a. Short Duration Time

For short duration time (normally less than five (5) days), in order to be considered “scheduled” time off, the employee’s supervisor must receive the employee’s request at least sixteen (16) hours before time is to be taken. Managers shall have the discretion to deny the request based on operational concerns and shall apply the discretion consistently. The manager’s response shall include whether the absence will be considered scheduled or unscheduled. Requests for short duration time shall be handled in the order of receipt.

b. Extended Time

For extended periods of time (five (5) or more days), requests must be submitted in advance according to departmental guidelines. Managers shall have the discretion to deny the request based on operational concerns and shall apply the discretion consistently. Managers must provide a response to the request, which, if denied, shall include the reason for the denial. Requests for extended time shall be granted by seniority, where possible. Twelve-month Campus Dining employees who take a minimum of 5 days’ vacation during a specified period in June will be guaranteed that their July and August vacation will be approved. (The qualifying dates will be determined when vacation forms are distributed in February.)

c. Extenuating Circumstances Absence

Occasionally there may be an unavoidable or unforeseen circumstance when an employee and manager are initially unable to consult about the employee’s request for a day off. In such cases, the supervisor and a Union representative will discuss the situation with the employee before the scheduled or unscheduled determination is made. The “unavoidable or unforeseen circumstance” must be sufficiently explained, so that the manager can determine whether the absence should be scheduled or unscheduled.

d. Call-Out

For same-day call-outs, the first day is an unscheduled day. If the employee’s reason for the absence continues and is reported each subsequent consecutive missed day, or is otherwise approved by the supervisor, those days will be considered as scheduled time. A doctor’s note may be requested at the discretion of the supervisor.

e. Early-Leave

For an early-leave, an employee might request to go home during a shift. If approved, it is normally considered unscheduled time. The supervisor, at his or her discretion, applied in a consistent manner, may choose to deem it as scheduled time. It is the supervisor's responsibility at the time of the request, to notify the employee if that time will be considered scheduled or unscheduled.

f. Accrual Amounts

<u>Service Time</u>	<u>Bundled Time</u>	<u>Accrual Rate</u>
0 – 5 years	22 days	6.769 hours/2 weeks
6 – 10 years	27 days	8.307 hours/2 weeks
11 – 15 years	32 days	9.846 hours/2 weeks
16 – 20 years	34 days	10.461 hours/2 weeks
20+ years	35 days	10.769 hours/2 weeks
20+ years by 12/31/2010	37 days	11.384 hours/2 weeks
20+ years by 7/1/2001	39 days grandfathered	12.000 hours/2 weeks

Employee service time accrual rate changes will be applied at the beginning of the calendar year in which the anniversary date occurs. An employee's accrual rate is prorated based on number of hours worked.

Please note that as of September 1, 2005, employees continue to accrue bundled time during the first three months of a workers' compensation leave. If an employee ceases to be employed by the University after a workers' compensation leave, the employee's bundled time payout shall be consistent with University policy. Employees away from work due to short-term disability will not accrue bundled time during their absence. An unscheduled absence, before or after a holiday, will result in forfeiture of pay for that particular holiday, unless reasonable documentation is provided by the employee upon return to work (see Article 27, section 2).

g. Requesting Time Off Form

Each department will use the form developed by Labor-Management for requesting scheduled time off. It will consist of, but not be limited to, the following information: requestor's name, date of request, dates requested off, supervisor's name, signature of requestor, approval or disapproval signature of supervisor, and a notation of whether the time will be considered scheduled or unscheduled.

h. Tracking PTO

The University will establish a communications tool whereby employees will be notified bi-weekly as to their remaining balances of PTO for a given fiscal year. The tool will also communicate changes in the accrual rate. Employees are also responsible for tracking their own time and reporting any discrepancies to their supervisor so that the matter may be investigated promptly.

i. Borrowing Bundled Time

An employee may only use hours they have accrued. They may not borrow time or have it advanced to them in any way.

Employees may carry over up to 30 days of bundled time from one calendar year to the next. However, all unused bundled time in excess of 30 days will be taken away on or about January 1 of each year. Departments must notify the employee that the employee is close to losing time.

An employee who has a non-work related illness or injury for at least eight (8) consecutive calendar days may receive benefits according to the University's Short Term Disability plan if eligible.

j. Lateness

Lateness is defined as an arrival to work past the official starting time of the work shift. If an employee is going to be late, it is up to that employee to notify his/her supervisor before the start of the scheduled shift. In the event of lateness caused by emergency conditions (traffic accidents, flooding, etc.), the employee should notify their supervisors as soon as possible after they arrive at work. Employees who are late in accordance with this section, or who fail to call in or notify their supervisors about his/her lateness, may be subject to the progressive disciplinary process.

Section 1. If an employee is less than 2 hours late, it will not be recorded as an unscheduled incident and time will be charged from the minute that the employee swipes in or reports to work. Any time beyond the regular starting time will be charged as scheduled Paid Time Off (bundled time), provided that the employee has the available time. If no time is available, the lateness will be charged as Unpaid Time.

Section 2. If an employee is late more than two hours, that time will be charged as Unscheduled Paid Time Off (bundled time). If time is not available, the time will be charged as Unpaid Time.

k. Discipline for Time and Attendance

Managers will review time collection records on a regular basis and provide appropriate feedback to employees in a timely fashion (within at least two weeks of the infraction). An employee who is not on active discipline may be counseled for any lateness and/or unscheduled absence; Provided, however, that an employee should be counseled for either six or more lateness and/or five or more unscheduled absences in a calendar year. Counseling(s) expire at the end of the calendar year and cannot be used in further instances of progressive discipline. However, oral warnings, written warnings, and suspensions, can be used for purposes of progressive discipline for a period of eighteen (18) months and do not expire at the end of the calendar year. Further incidents of lateness's and/or unscheduled absences may initiate the progressive disciplinary process.

The decision to discipline (including counseling) and the level of discipline will depend on the employee's overall pattern of attendance and record of dependability, as well as any extenuating circumstances surrounding the cause and duration of the lateness and/or unscheduled absence. All disciplinary actions should be documented and follow the contract guidelines on disciplinary procedures. Disciplinary actions for time and attendance related issues shall remain in an employee's file for eighteen months.

Section 2. Jury Duty and Court Appearances

Regular pay will continue for time spent performing jury duty or as a subpoenaed witness. Appearances in court for traffic or other violations or as a party in a law suit may be charged to leave without pay, or may, with supervisory approval, be charged to paid time off (PTO). When not required in court, the employee should report to work for any portion of his regular work schedule. If the court appearance or jury duty is extended beyond the specified period of original notification, the employee is required to inform the department that the employee is going to be absent for a longer period and present the appropriate documentation.

Section 3. Reserve and National Guard Active Duty Training

Periods of annual military reserve training, to a maximum of fifteen (15) calendar days, will be allowed as leave with pay. The University will assure the difference between the employee's military base salary and that of the University. The employee may choose to use paid time off (PTO) for annual military reserve training, in which case the regular University salary payment is made. If PTO is used, the employee retains the entire military salary. Arrangements should be made with the supervisor as soon as the employee is advised of the date of active duty.

Section 4. Death in the Family

Section 1. In the event of a death in the immediate family of an employee, authorized bereavement leave shall be granted to a maximum of three (3) days. With supervisory approval, additional time may be taken and charged to leave without pay or may, with supervisory approval be charged to paid time off (PTO). Request for time off shall not be unreasonably denied. An employee's immediate family is defined as including the spouse or domestic partner, the parents, foster parents,

guardians, grandparents, children and grandchildren, brothers and sisters of the employee, and of the employee's spouse or domestic partner, and a resident member of the household.

Section 2. With supervisory approval, time off may be granted to attend the funeral of a close relative who is not a member of the employee's immediate family. Such absences shall be charged to leave without pay, or may, with supervisory approval, be charged to paid time off (PTO).

Article 26 LEAVES OF ABSENCE WITHOUT PAY

Section 1. Family Leave

In accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), the University provides a family and medical leave of absence for up to twelve weeks in any 12-month period to any eligible regular full-time or part-time employee. To be eligible, employees must have a total of one year of service as regular employees, have been actively employed by the University during the twelve month period immediately preceding the beginning of the leave and have worked at least one-half the normal annual schedule prior to the start of the family and medical leave. Family and medical leave can be used by eligible employees for the following circumstances: care of the employee's newborn child, placement of a child with the employee for adoption or court approved foster care, care of a family member with a serious health condition or a serious health condition which prevents the employee from working or performing the essential functions of the job. (Refer to University Policy 3.31)

Section 2. Personal Leave

A leave of absence without pay may be granted to an employee with a minimum of one year of service, for periods of up to one year, for personal reasons such as: parental leave (care of child), family matter, community service and education or training. For leaves of less than one calendar month the University guarantees that the individual can return to the same position. Leaves without pay for longer than a month are granted with the assumption that the employee expects to return to the University. For leaves that extend beyond one calendar month the University cannot guarantee that the employee will be able to return to the same position. (Refer to University Policy 3.32)

Section 3. Military Service

Time for extended military service will be granted without pay for a period of up to four (4) years to any regular employee who is drafted or who enlists in the Army, Navy, Air Force, Coast Guard or Marines, or an employee who as a member of the National Guard or organized Reserve is called into active duty. At the time of departure from the University the employee will be paid according to University policy for all accrued paid time off (PTO).

Within ninety (90) days of discharge from active duty or within one year if hospitalized after discharge, reemployment may be pursued with the Office of Human Resources and every attempt will be made to offer a position comparable in status and pay to the former University job, providing the employee retains the proper credentials. Service with the University will be considered continuous from the date of the original employment. The returning veteran may not be discharged without cause for a one (1) year period from rehire.

Article 27 HOLIDAYS

Section 1. There are ten (10) paid holidays annually:

July 4 th	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Martin Luther King Day
Christmas Eve	Memorial Day

Employees who wish to celebrate other recognized holidays may request paid time off and departments will make the best effort to grant such time off.

Section 2. An employee who has an unpaid or unexcused absence the day before or after the holiday shall not be entitled to holiday pay. In order to be eligible for holiday pay, an employee shall work or have an excused absence his last scheduled workday prior to the holiday and his next scheduled workday following the holiday. An employee, who calls in for time off and has not scheduled the time off in advance, will be required to provide professional documentation for their absence when they return to work in order to be eligible for holiday pay.

Section 3A. All employees who work on a University designated holiday shall receive their regular pay for the holiday plus one and one half times the straight time hourly rate for all hours worked.

Section 3B. All employees who are required to work on a University designated holiday shall receive their regular pay for the holiday plus "holiday pay" of time and one-half (1.5x) their straight time hourly rate for all hours worked.

Section 3C. Employees, with supervisor's approval, may take a paid time off day in lieu of regular pay for the holiday. Approval shall not be unreasonable withheld.

Section 3D. Employees are not eligible for holiday pay during a period of temporary disability, workers' compensation, or leave without pay.

Article 28 GRIEVANCES

Section 1. A dispute arising out of the interpretation or application or claimed violation of any provision of this Agreement or a dispute involving discipline or discharge of an employee shall be defined as a grievance and shall be handled in the following manner:

Step 1 —An employee, with a steward, shall first take up his grievance with the immediate supervisor who signed the grievance within ten (10) workdays after the occurrence of the event out of which the grievance arises. The employee or the union representative shall give a written statement to the supervisor describing the nature of the grievance and the remedy sought. The supervisor will give his written decision within five (5) workdays thereafter. Grievances unresolved at Step 1 may move to Step 2.

Note: Mediation may be used by Management and the Union on a case by case basis as a first step before entering the formal contract grievance process. Such cases should be raised in the Labor-Management forum, or they may be raised with the Human Resources.

Step 2 —At Step 2, both the employee's written statement and the supervisor's written decision will be given to the department director or their designee within five (5) workdays of the supervisor's decision. Within five (5) workdays after the written grievance is presented to the department director or designee, the grievance shall be discussed among the employee, steward, chief steward or designee, the supervisor and the department director or designee. A written answer to the grievance shall be given to the Union by the department director or designee within five (5) workdays after the meeting.

Step 3 —If the grievance is not settled at Step 2, the Union shall, within five (5) workdays following the date of the written answer of the department director or designee, request in writing a discussion of the grievance with the University's Vice President of Human Resources or designee. The grievance shall be discussed by the Union officer, chief steward or designee, and the employee and the University's Vice President of Human Resources or designee at the mutually agreeable time and place but not later than five (5) workdays after the request for discussion. A written answer to the grievance shall be given to the Union by the Vice President of Human Resources or designee within five (5) workdays after such meeting.

Note: When an employee is required to attend a disciplinary meeting at the second, third, or fourth step of progressive discipline, the supervisor will make a best effort to have a union representative present unless the employee refuses representation and signs a waiver provided by the department. A signed waiver at one step of progressive discipline does not apply at a following step.

Section 2A. If the grievance is not settled at Step 3, Management and the Union may agree to submit the grievance to

mediation. Either party may request mediation within five (5) workdays after the date of the written response at Step 3. The second party must respond to the mediation request within five (5) workdays.

Section 2B. If the mediation process does not resolve the dispute satisfactorily, or if either Management or the Union refuses mediation, the grievance may be submitted to arbitration provided the Union's written demand to arbitrate is given to the University's Vice President for Human Resources or designee within fifteen (15) workdays after the Step 3 written answer. The Union shall simultaneously request the Federal Mediation and Conciliation Service to submit a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. The arbitrator is requested to submit his decision within thirty (30) calendar days of the close of the hearing. The award of the arbitrator shall be final and binding on the University, the Union and the employee or employees involved. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of the Agreement and in no event may add to, delete or alter any aspect of the Agreement. The University and the Union shall divide equally and pay the fee and expenses of the arbitrator and/or mediator. All other expenses shall be paid by the party incurring them.

Section 3. If the successive steps of the grievance and arbitration procedure are not utilized within the time limits provided, the grievance shall be considered settled and the settlement shall be binding upon the University, the Union and the employee or employees involved. This provision does not preclude the parties from agreeing to extend time limits as may be reasonably necessary.

Section 4. The grievance procedure established here shall be the sole and exclusive remedy available to an employee or the Union for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedure shall be the sole remedy and a grievance under this Agreement shall no longer exist.

Section 5. When there is an arbitration hearing the University agrees to paid release time for one union officer, one chief steward or designee, grievant(s), and witness(s) to attend the hearing. If additional Union representatives who are employees of the University wish to attend the arbitration hearing, they may request supervisor approval for unpaid leave of absence to attend the hearing. The time limits may be extended by mutual agreement of the parties.

Article 29 LABOR-MANAGEMENT MEETINGS

Section 1. The University and local Union officers agree to set up regular monthly labor-management meetings to review the administration of the Agreement and to discuss specific areas such as, but not limited to, Affirmative Action and discrimination issues, University review of benefits, matters arising out of departments' Safety and Health Committees, and other issues and topics.

Section 2. The parties agree to discuss guidelines and definitions related to critical/essential employees, selection of critical/essential employees, emergency designation of critical/essential employees, communications and other special considerations at the September and October Labor-Management Meetings. Compensation shall be per existing contract language and outside the scope of discussion.

Section 3. Whereas the management has the final decision on actions such as transfer, promotion, demotion and layoff, discipline or discharge of employees for just cause, management will make its best efforts to work within the spirit of the contract and communicate with the Union leadership whenever possible, prior to committing to the action.

Section 4. If such meetings are held during working hours, the Union representatives shall be granted time off to attend without loss of pay.

Article 30 SAFETY AND HEALTH COMMITTEE

The parties (union and University) firmly believe that safety for employees is an important and critical aspect of the work done every day. The union and management will continue to collaborate to address safety concerns as they are raised and will strive to maintain a safe, hazard-free work environment.

Section 1. Each department employing SEIU bargaining unit members shall establish a committee on Safety and Health. Each group will consist of Union members and other members of the department and University community. The committees will meet as necessary, but at least every six (6) months to discuss matters of safety and health on the job. This committee shall be established in conjunction with the appropriate managers and/or directors in the business units and the Office of Environmental Health and Safety.

Section 2. Employees shall have the right and be encouraged to report promptly to their supervisors any unsafe or unhealthy working conditions.

The University agrees to provide employees with any necessary safety equipment.

Section 3. Safety and Health matters will become a regular part of the Labor-Management agenda. A subteam of SEIU members and supervisory staff in each department will address these issues throughout the term of the contract, and report out at a regularly scheduled Labor-Management meeting at least twice a year.

Article 31 CONTRACTOR & SUBCONTRACTING

Prior to contracting or subcontracting the department will assess the nature of the work to be completed. Due consideration will be given to: technical/professional requirements, costs, shop work load, schedules and the maintenance and development of employees' skills.

Should it become necessary to contract or subcontract any work or service that is now performed by employees in the bargaining unit which would result in a layoff or reduced schedule for members of the bargaining unit, the University will notify the Union forty-five (45) days in advance of a final decision to contract or subcontract. The University will also notify the potential contractor of the existence of this labor agreement. The Union may request a meeting to discuss the reason for the layoff or reduced schedule and to negotiate the impact on the employees to be affected including the possible placement of employees with the contractor.

Every reasonable effort will be made to offer affected employees positions in the bargaining unit comparable to the position held at the time of layoff. If bargaining unit work is not available, efforts will be made according to University policy to help employees locate employment outside the bargaining unit.

The Union may request discussion about Contracting and Subcontracting projects, plans, and agreements at Labor Management meetings. It being fully understood that final determination regarding contracting and subcontracting remains with the University.

Departments, when appropriate, can competitively bid on project work and other jobs normally contracted. When department get such work and the bid includes the use of overtime, the department should be allowed to work whatever overtime necessary to complete the job provided the overtime does not exceed the ceiling of the bid. (Management must continue to have the final decision on budget and departmental mission.)

The provisions of this contract shall not apply to subcontracted personnel.

Article 32 CORRECTION OF PAYCHECK ERRORS

The University shall correct and adjust any errors in an employee's paycheck within the immediately succeeding pay period after appropriate notice is received in the Payroll Office. The "immediately succeeding pay period" will be determined giving due consideration to regular payroll processing and cutoff dates. A list of those dates will be made available to the Union. If waiting for a correction of a shortage in a paycheck until the immediate succeeding pay period would cause an undue hardship on the individual, the payroll department will process a partial payment of the shortage up to seventy-five percent (75%) of the amount due the next business workday.

Article 33 EXTREME WEATHER

Section 1A. By approximately November 15 each year, departments will inform the appropriate staff who are considered essential services employees. Essential services employees are required to report to work because their jobs are necessary to keep the University open and running when emergency conditions exist. The most frequent cause of such a condition is an extreme weather condition. The Union will receive a list of essential services employees annually.

Essential services employees must report to work when the University has a delayed opening and must remain at work when the University has an early dismissal because of emergency or weather conditions. Essential services employees are expected to work when the University announces that only employees involved with essential services must report to or remain in the workplace. Essential services employees are expected to work hours outside their regular schedules when notified of the necessity by their departments. When working under special circumstances as essential services employees, these staff members will be paid premium rates. If an essential services employee has a medical reason which prevents the employee from performing as an essential services employee, the employee should provide documentation to the department and the Employee Health Coordinator.

Employees who are not designated as essential services receive pay for a normal work day when the University has a delayed opening or an early closing. They are not generally eligible for premium pay. In the event a non-essential is asked to stay by a supervisor and elects to do so, the employee must receive written verification of the temporary change to essential status from the supervisor. If the employee is moved to essential status in this manner, the employee will be eligible for the premium pay in accordance with University policy and the contract.

Custodians are not required to clear snow from sidewalks, only steps and entrances leading to buildings.

Section 1B. *Emergency Designation as Essential services employee*

Based on the nature of the extreme weather managers may need to designate employees who are otherwise non-essential into essential services employee status. These decisions will be made by the Director of the respective area with written notice to the employee, the Union President and Senior HR Manager. Employees will be covered by all provisions of this article with the exception that discipline shall not occur for late arrival and/or no show when the employee was given less than ten (10) hours of written notice.

Section 2. *Notification of Weather Emergency*

The decision to reduce the University schedule due to a weather emergency is announced on the University's Weather Emergency Hotline, 258-SNOW. The announcement will give the time of a delayed opening or an early dismissal, report no change in the regular schedule, or report the return to normal operation. The University will announce when severe weather conditions on a weekend require scheduled staff to work as essential services employees who will receive premium pay.

Section 3. *Essential services employee Compensation.*

ESSENTIAL SERVICES EMPLOYEE OVERTIME PAY DISTRIBUTION

Situation	Rate of Pay
Early arrival and working into shift (notified day before)	1.5x plus one hour straight time for travel until start of regular shift
Called in early and working into shift (Public Safety call)	1.5x plus travel until all employees report
Stay after shift	1.5x
Work on regular scheduled days off	2.0x for all hours worked
Required work over night	2.0x for all hours worked
Sleep	1.5x
University closing-based on weather announcement of starting and ending times of University declaration	2.0x for all hours worked during the declared time period, regardless of shift.

Start early and leave after 8 hours worked	1.5x for hours worked early, 2.0x for all hours worked during the declared time period, or, if the weather emergency is declared over, straight time for remainder of 8 hour shift.
Called in to work but storm passed by	No less than 2 hours of work will be offered
Worked 3 hours before or after shift	Meal

3A. When the essential services employee is working any hours on the employee's regular schedule in an essential services employee capacity as announced by the University, the employee will be paid double time (2.0x) their regular base hourly wage rate for all hours worked during the declared time period. Premium pay during declared weather related reduced operations shall be defined as double time (2.0x) an employee's base rate of pay. Employees who are required to report to work immediately prior to an anticipated storm to perform storm related work (salting, equipment prep, plowing) will be paid at the rate of one and one half times (1.5x) their regular base wage rate for all hours worked leading up to a University declaration.

3B. When called in to work during (or in anticipation of) an announced emergency weather event prior to the start of the normal shift, the essential services employee will be paid one hour straight time for travel.

3C. In snow emergencies when the shift is required to report to work earlier than the normal schedule, and it is announced the day before, the employees will be paid one and one half (1.5x) the straight time hourly rate from reporting time to the beginning of the normal shift. If an employee is called in to work prior to the specially scheduled emergency start time for the shift, the employee will be paid double time (2.0x) until the shift reports at the specially scheduled time.

3D. Essential services employees who are required to remain on University premises overnight will be provided with adequate sleeping arrangements, toiletries, and communications, and will be paid one and one half (1.5x) times the straight time rate for all non-work, stand-by hours, and double (2.0x) time for actual work hours. Essential services employees scheduled to return to work within 10 hours of their clock out time (end of shift) who stay on campus overnight enabling them to report to work as originally scheduled will be paid sleep pay as specified in section 3 of this article whether or not required by their supervisors. Changes initiated by management and made to the original posted schedule at the last minute (within 4 hours of scheduled shift end time) that still require the employee to return to work the next workday will not eliminate the employees ability to remain on campus and receive sleep pay as specified in section 3. An employee may still request to leave work early and if approved will not be subject to the special payments in subsection 3E. Employees shall not be unreasonably denied requests for shelter during extreme weather and/or special operations status as covered in this article. Employees who request and receive such accommodations and who are not otherwise scheduled to work within 10 hours of their "clock-out" time shall not be entitled to any compensation.

3E. Essential services employees who are called in or otherwise required to work on their regularly scheduled days off to perform weather-related work will be paid double time (2.0x) for all hours worked.

3F. When a Union employee who has been designated as Essential Services, or is temporarily deemed as Essential Services as defined in Section 1B, is told to stay home during a University declared weather emergency, the hours paid at regular time will be included as productive time towards overtime calculations.

Article 34 CAMPUS DINING ACADEMIC YEAR EMPLOYEES AND TEN MONTH EMPLOYEES

Section 1. Regular Schedules

Ten month employees in Campus Dining will be scheduled for 44 weeks in a calendar year. Ten month employees will be notified of their last day of service during the academic year on or about September 30th (approximately 39 weeks which changes each year depending on the academic calendar). The remaining weeks will be scheduled on or about May 10th when the summer conference schedule will be available.

Based on operational need, Academic year employees in Campus Dining (staff employed to work from the annual arrival to departure of students) will be notified of their first day of employment prior to May 30th, and will be notified of their last day of employment prior to September 30th.

Section 2. Summer Employment

Ten month employees and Academic year employees) who seek summer employment in Campus Dining must attend the summer scheduling meeting each spring. The summer schedule will be posted at least two days prior to the summer scheduling meeting. Employees with the highest seniority may sign up in advance of the meeting by notifying the summer scheduling coordinator. Ten month and Academic year employee schedules will be offered by seniority.

All Academic year employees and Ten month employees will be paid their regular rate of pay when working during the summer.

Effective January 1, 2019, academic year employees and Ten month employees employed during the summer shall be considered covered by the contract during the summer. Accordingly, they shall continue to receive benefits under Article 11 and they shall continue to accrue and be permitted to utilize bundled time under Article 25. They are also subject to corrective action under Article 20.

If an Academic year employee or Ten month employee utilizes bundled time with manager approval in the summer and the department needs to call an additional person in to work, the department shall refer to a seniority list of other Academic year employee or Ten month employees not working that shift. If the department cannot fill the shift, the department shall refer to a seniority list of Twelve month employees.

*Twelve month employees are assigned prior to the summer scheduling meeting.

Representatives/information from the Housing and Grounds departments will be available at the Campus Dining summer scheduling meeting to address any other summer work opportunities.

Section 3. Break Period Scheduling

Effective September 30, 2015, Academic year employees will continue to maintain employment during the fall, spring and intercession breaks, in support of strengthening training and development to enhance customer service, culinary programming and food safety and workplace safety skills.

The start and end dates for the Academic year employees will be established based on operational needs and communicated as defined by Article 5 Section 5 of the CBA.

If an employee prefers not to work during the fall, spring and intercession breaks, that individual would need to sign a waiver each year/break indicating which, if any, of the break periods that employee chooses not to work. The waiver confirms that they waive their right to work fall, intercession and/or spring break periods. By waiving rights to work break periods, the individual's regular work schedule will not be altered. Signing the waiver will in no way penalize or lead to discipline if an employee chooses not to work. The individual may use Bundled Time, to cover the time out of the workplace or if Bundled Time is not available, the individual may choose to take the time as unpaid. If circumstances change, the employee may request revocation of the waiver and be allowed to work if work is available. For operational needs, management may also request release from the waiver. There will be no penalty or discipline if employee refuses.

Academic year employees in Campus Dining hired prior to August 15, 2005 are not affected by this policy. As of August 15, 2005, Academic year employees are scheduled off during the December holiday break, as such operations are largely

in “shut-down.” They return on the date designated by the University Calendar issued each year. These employees should continue to conserve 4 days of paid time off and use that paid time off during this shut down period. (a minimum of 4 bundled/PTO days) as stipulated by this agreement. This will support continuity of compensation for employees during this shut down time. Employees may use a combination of approved leave without pay and paid time off during break periods. Employees who do not have paid time off available during the academic year may use approved leave without pay. Both parties will also review the actual number of days of paid time off that must be taken during the break periods as employees accrue more time in the schedule from the 6th year of employment forward.

Article 35 NO STRIKE, NO LOCKOUT

Section 1. The University agrees that there shall be no lockouts during the term of the Agreement. No employee shall suffer any loss of pay or seniority as a result of any breach of the above provision.

Section 2. Neither the Union nor any employee shall engage in any strike, sympathy strike, work stoppage, concerted slowdown, refusal to cross any picket line or interrupt work in any other way.

Section 3. Any employee engaging in activity prohibited by this Section may be subject to termination or other disciplinary action. Employees may grieve discharge or disciplinary actions taken pursuant to this Section only as to whether the affected employee(s) did not in fact engage in an activity in violation of this Section.

Section 4. In the event of alleged breach of this provision either the University or the Union may proceed with expedited arbitration by filing with the Federal Mediation and Conciliation Services a notice of alleged breach of this provision with a copy to the other party. The Federal Mediation and Conciliation Services shall appoint an impartial arbitrator within twenty-four (24) hours of receipt of such notification and a hearing will be held within twenty-four (24) hours of the appointment of the arbitrator. Such arbitrator shall have authority to issue a cease and desist order directing that any activity in violation of the Section be ended with an opinion to substantiate such award to follow subsequent to the award issuance. Nothing in this paragraph shall mean the University waives other remedies which might be available to it.

Article 36 NEGOTIATIONS

The University and the Union acknowledge this to be their complete Agreement and inclusive of all negotiable issues whether or not discussed in bargaining preceding this Agreement and hereby waive any right to further negotiations on any issues presented or not presented in the negotiations or covered or not covered by this Agreement. This provision shall not apply when the parties mutually agree to the contrary or when a specific provision of this Agreement provides to the contrary.

Article 37 TERM AND TERMINATION

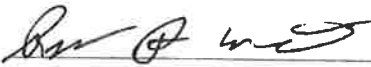
This Agreement shall supersede all previous Agreements between the University and the Union, shall continue in full force and effect until July 1, 2023 and thereafter from year to year unless written by either party to the other of its termination at least sixty (60) days prior to the end of the current term.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective seals to be affixed and duly attested by their respective officers thereunto duly authorized.

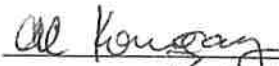
**SERVICES EMPLOYEES
INTERNATIONAL UNION,
LOCAL 175**



Thomas A. Parker, President



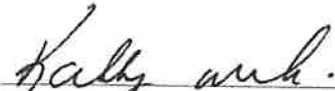
Richard Wilder, Executive Vice President &
Treasurer



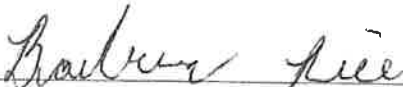
Al Kornegay, Vice President



Sandra Buckley, Corresponding Secretary



Kathleen Mikos, Recording Secretary



Barbara J. Rice, Executive Board

PRINCETON UNIVERSITY



Lianne Sullivan-Crowley, Vice President
Human Resources



Romy Riddick, Assistant Vice President,
Human Resources



Bridget C. Walsh, Senior Labor Relations Manager
Human Resources



Margaret Kevin-King, Buildings & Grounds Supervisor
(PPPL)



Joseph Morgan, Director, Facilities Operations



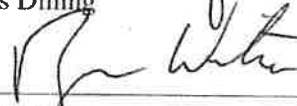
Greg Paczkowski, Associate Director, Athletics



Donna Pilenza, Associate Director, Team & People,
Campus Dining



Cristian Vasquez, Director, Retail Dining & Catering
Campus Dining



Regan Winston, Director, Facilities Building Services

