

EXPIRES JUNE 30, 2022

**AGREEMENT BETWEEN
WESLEYAN UNIVERSITY
AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 153
PHYSICAL PLANT**

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PREAMBLE

This amended and extended Agreement is entered into this 30th day of June, 2019 by and between the Office & Professional Employees International Union, Local 153, hereinafter referred to as the "Union", and Wesleyan University, Middletown, Connecticut, hereinafter referred to as the "Employer".

WITNESSETH

WHEREAS, the Union, in Case No. I-RC-I5973, was certified by the National Labor Relations Board (NLRB) as exclusive collective bargaining agent for certain employees of the Employer who comprise the bargaining unit more fully described in Article I of this Agreement, and

WHEREAS, pursuant to the aforesaid certification, the Union and the Employer have bargained in good faith with respect to the wages, hours of work and other terms and conditions of employment for the employee in the aforesaid bargaining unit, and

WHEREAS, the Employer and the Union, having fully and completely discharged their obligation to bargain in good faith, seek to reduce to writing all agreements reached between them during the course of said bargaining relative to wages, hours of work and other terms and conditions of employment for the employees in the aforesaid bargaining unit,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Employer and the Union hereby agree as follows:

ARTICLE I RECOGNITION

Section 1. Employer hereby recognizes Union as the exclusive representative of all employees of Employer in the following bargaining unit for the purposes of bargaining collectively with respect to their wages, hours of work and other terms and conditions of employment as defined by Section 8(d) of the Labor Management Relations Act, 1947, as amended (referred to herein as the "Act"):

All full-time and regular part-time maintenance employees employed by Wesleyan University in its Physical Plant Department at its Middletown, Connecticut locations, including skilled tradesmen and their apprentices and helpers; boiler tenders; equipment operators; mechanics and assistant mechanics; equipment handlers, groundspersons and gardeners; caretakers; custodians; leadmen and leadwomen; working foremen and working forewomen.

Section 2. As used in this Agreement, (a) the terms "Employee" and "Employees" will refer only to those full-time and regular part-time employees of the Employer assigned to positions set forth in Section 1 hereof; (b) the term "full-time Employees" will refer only to those Employees normally assigned to work forty (40) hours or more per week; and (c) the term "regular part-time Employees" will refer to those Employees normally assigned to work less than forty (40) hours per week on a regular basis.

Section 3. As used in this Agreement, the terms "Employee" and "Employees" will not refer to any employee or employees of Employer assigned to positions other than those set forth in Section 1 hereof, specifically but not limited to the following:

Students, secretaries, office clerical employees, temporary employees, administrators, technicians, data processing employees, telephone operators, professional employees, mail carriers, guards and supervisors as defined in the Act.

Section 4. (a) Notwithstanding any other provision of this Agreement: Regular part-time Employees who work at least half-time (i.e., twenty (20) or more hours per week on a regular basis) will be eligible, in accordance with provisions hereinafter set forth, for the following benefits on a prorated basis in accordance with the prorating practice existing as of the effective date of this Agreement:

Holidays (page 11) *
Vacation (page 12)
Sick Leave (page 13)
Military Leave (page 14)
National Guard or Reserve Training (page 14)
Jury Duty (page 15)
Personal Days (page 15)
Birth Leave (page 15)
Marriage Leave (page 16)
Bereavement Leave (page 16)
Pension (page 20)

*Pages refer to pages of this Agreement

Severance (page 23)
Death Benefits (page 25)
Tuition Assistance for Employees (page 26)

(b) Regular part-time Employees who work at least three-quarters time (i.e., thirty (30) or more hours per week on a regular basis) will be eligible, in accordance with provisions hereinafter set forth, for participation in the Group Insurance Program (page 18) on a prorated basis in accordance with the prorating practice existing as of the effective date of this Agreement.

(c) Regular part-time Employees who work less than half-time (i.e., less than twenty (20) hours per week on a regular basis) will not be eligible for any benefits hereunder.

ARTICLE II
MANAGEMENT RIGHTS

No provision of this Agreement will be deemed to limit or curtail Employer in any way in the exercise of the rights, powers and authority which Employer had prior to acquiring an obligation to bargain collectively under the Act; and Employer will continue to retain said rights, powers and authority, whether exercised or not, unless, and only to the extent that, the specific provisions of this Agreement explicitly curtail or limit such rights, powers or authority. Only action taken by Employer in contravention of an explicit provision of this Agreement will be subject to the Grievance Procedure set forth in Article XVII hereof.

ARTICLE III
WORK CONTINUITY

During the term of this Agreement neither Union nor any Employee will engage in, encourage, sponsor or tolerate any strike, handbilling, picketing, slowdown or other form of action which results in work curtailment or restriction or which interferes with or adversely affects the operation of Employer. Employer will not lockout its Employees.

ARTICLE IV
NORMAL WORKING HOURS

Section 1. A normal work week will consist of forty (40) hours and a normal day will consist of eight (8) hours for positions filled prior to July 1, 2004.

Section 2. The Director of Physical Plant (the "Director") or his or her designee will continue to determine work schedules and to schedule lunch periods and rest periods in accordance with the practice existing prior to the effective date of the Agreement. Any changes in such schedules will be discussed with the Union prior to implementation. In the event Employer decides in any year to establish a summer work schedule in any trade, Employer will post such schedule by no later than June 1, or as soon thereafter as practicable.

ARTICLE V COMPENSATION

Section 1.

- (a) Effective July 1, 2019 all employees covered by this agreement shall receive an increase in his/her base wage of four percent (4%).
- (b) Effective July 1, 2020 all employees covered by this agreement shall receive an increase in his/her base wage of two and one-half percent (2.5%).
- (c) Effective July 1, 2021 all employees covered by this agreement shall receive an increase in his/her base wage of two and one-half percent (2.5%).
- (d) The wage increases of sections (b) and (c) above shall be added to the minimums and maximums of all labor grades covered under Appendix B of this agreement.
- (e) Effective July 1, 2017, the following classifications shall receive an upgrade from Grade 13 to Grade 12:
 - A/C Refrigeration Mechanic
 - Boiler Tender I
 - Electrician
 - HVAC/Utility Mechanic
 - Plumber
 - Heating Mechanic
 - Temperature Control Mechanic
 - Utility Mechanic
- (f) Effective July 1, 2017, the following classifications shall receive an upgrade to a new Grade 9 at \$.94 cents above the Grade 10 rate at each step:
 - A/C Refrigeration Working Foreperson
 - Central Power Plant Working Foreperson
 - Electrical Working Foreperson
 - Heating Plan Working Foreperson
 - HVAC/Utility Mechanic Working Foreperson
 - Mechanical Trades Working Foreperson
 - Plumbing Working Foreperson
- (g) Each eligible Employee will receive a \$1,500 one-time payment upon ratification of this Agreement. The amount shall be pro-rated for those Employees hired between July 1, 2019 and the date of ratification.

Section 2. Employees hired on or after the effective date of this Agreement will be paid at a base hourly rate no less than an amount which is twenty-five cents (\$.25) per hour below the minimum base hourly rate for the pay grade to which they are assigned. The first thirty (30) days worked will be a probationary period, during which time the probationary Employee (a) will not be eligible for any benefits except paid holidays, group insurance, sick leave and military leave, (b) will not be eligible for the Layoff and Recall procedures set forth in Article XII hereof, and (c) may be terminated for any reason at the discretion of Employer without recourse to the Grievance Procedure set forth in Article XVII hereof. At the option of Employer and upon notification to the Union, the probationary period may be extended for an additional period of up to ninety (90) days worked. Upon successful completion of his or her probationary period, the Employee's length of service will be credited retroactively to his or her most recent date of hire, and the Employee will be

given an increase in his or her base hourly rate in such amount as will bring the Employee's base hourly rate up to but no higher than the minimum base hourly rate for his or her respective pay grade. Employees hired at base hourly rates that are at or above the minimum for their respective pay grades will not have to receive any increase upon completion of their respective probationary periods.

Section 3.

(a) Employees will be paid at their respective base hourly rates for each hour they work up to a maximum of forty (40) hours in any payroll week (i.e., Monday through Sunday) and, subject to the provisions of subsection (b) below, at a rate which is one and one-half (1-1/2) times their respective base hourly rates for each hour they work in excess of forty (40) hours in any payroll week or in excess of eight (8) hours on any workday.

(b) When an Employee is required to work in excess of eight (8) hours on any work day and such excess will cause the Employee to work in excess of forty (40) hours in that payroll week, Employee will have the option to elect time off in the same payroll week up to an amount necessary to keep the number of hours worked in that payroll week from exceeding forty (40), or to be paid at a rate which is one and one-half (1-1/2) times his or her base hourly rate for each hour he or she worked in excess of eight (8) hours on the day(s) in question.

(c) Notwithstanding the provisions of subsection (b) above, for each hour worked by an Employee on the sixth day of his or her regularly scheduled work week, the Employee will be paid at a rate one and one-half (1-1/2) times his or her base hourly rate.

(d) Notwithstanding the provisions of subsection (b) above, for each hour worked by an Employee on the seventh day of his or her regularly scheduled work week, the Employee will be paid at a rate two (2) times his or her base hourly rate.

(e) There will be no pyramiding of overtime, premium pay and/or differentials.

(f) When allocating overtime, the Employer will offer overtime assignments equitably to Employees within individual job assignments and within each trade (see Appendix E).

(g) Supervisors will provide Employees with as much advance notice as practicable whenever the Employees are required to work in excess of their normal schedules.

Section 4. Employees assigned to work on either the Early Morning, Early Evening or Late Night Shift will be paid the following amounts in addition to their respective base hourly rates for each hour they work:

Early Morning Shift	\$1.00
Evening Shift	\$1.00
Late Night Shift	\$1.00

Section 5. Employees who are required to work less than one-half (1/2) hour beyond their regularly scheduled work day, or who are required to work less than one-half (1/2) hour before the start of their regularly scheduled work day, will be paid the minimum of one (1) hour of overtime. Employees who are required to return to work overtime not contiguous with their regularly scheduled work day, or who are required to work on their regular day off (RDO), and who work less than two (2) hours, shall receive a minimum of two (2) hours of overtime pay.

Section 6. Emergency Call-In

Employees called in to work on an emergency basis at a time when they are not normally scheduled to work shall receive a minimum of three (3) hours work. Emergency call-in pay is two (2) times the Employee's base hourly rate for the first four (4) hours worked and one and one-half (1-1/2) times the base hourly rate for those hours worked in excess of four (4).

Emergency call-in is defined as call-in by notification given to Employee after the end of the Employee's shift.

Section 7. (a) During an absence of at least four (4) hours duration of a working foreman in the Building Maintenance, Maintenance Repair Office, Vehicle Maintenance, Grounds Maintenance and Mechanical Maintenance Departmental Units, an Employee assigned to serve as acting foreman and supervising at least one other regular Employee will receive premium pay of one dollar and fifty cents (\$1.50) per hour for each hour so worked as acting foreman.

(b) An Employee assigned to supervise a crew of two or more students or temporary employees in the Grounds Maintenance or Painting units for a continuous period of two hours or more will receive premium pay of one dollar (\$1.25) per hour for each hour so worked in such assignment.

Section 8. In the event a new job classification in the bargaining unit is created by Employer, Employer will discuss it with the Union prior to implementation and negotiate the new pay rate for the new job classification.

Section 9. Longevity payments shall be earned by all Employees on the anniversary of their most recent date of hire and paid at the end of the month in which the anniversary date occurs. Payments will be made in lump sums and have no effect on other payments. Payments shall be given on the following basis:

SERVICE	PRIOR AMOUNT	CURRENT AMOUNT Effective 7/1/09
5 years to 9 years of service	\$ 150	\$250
10 years to 14 years of service	\$ 300	\$400
15 years to 19 years of service	\$ 600	\$700
20 years to 24 years of service	\$ 900	\$1000
25 or more years of service	\$1,200	\$1,300

Section 10. In the case of campus emergencies where the University closes but some or all Physical Plant Employees are required to work, such Employees will be paid at one and one-half (1-1/2) times their base hourly rate for those hours worked. This section supersedes all previous side agreements or side letters but remains subject to applicable overtime provisions and law.

Section 11. Apprentices

(a) Employees in apprentice classifications shall be paid according to the following chart.

Minimum	6 months	1 year	1.5 years	2 years	2.5 years	3 years	3.5 years	4 years
\$12.00	\$13.25	\$14.50	\$15.75	\$17.00	\$18.25	\$19.50	\$20.75	\$22.00

- (b) Apprentice Employees with qualified on the job training hours may be hired at a rate corresponding to their years of experience.
- (c) Upon receipt of their respective trade licenses, Apprentice Employees will be assigned to the corresponding licensed tradesperson classification at the probationary rate of Appendix B.
- (d) Apprentices who fail to receive their license within twelve (12) months of the completion of their on the job training hours shall be discharged. Such decision shall not be subject to the grievance or arbitration provisions of this Agreement.
- (e) Employees in other classifications shall have the opportunity to apply for apprentice classification vacancies consistent with Article IX.

ARTICLE VI
HOLIDAYS

Section 1.

(a) The following holidays are recognized by the Employer as paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Friday immediately
(Last Monday in May)	following Thanksgiving Day
Independence Day	Christmas Day

*Martin Luther King Jr. Day is celebrated either on his birthday (Jan 15) or the designated holiday (3rd Monday in January.) The actual date will be announced each year by the University.

In addition to the above listed holidays, there will be five (5) floating holidays in each calendar year, two (2) of which will be designated and announced each calendar year by Employer, and three (3) of which may be utilized and scheduled by Employee for any purpose, subject to Employer's work needs. Fifty Percent (50%) of the bargaining unit, in order of seniority, will be permitted to take Good Friday as a floating holiday upon request. Employer will not unreasonably deny an Employee's choice of day.

(b) Employees who work as scheduled on the last day before the holiday and the first day following the holiday (unless absence on either of these days is due to Employee's illness or is previously excused by the Employer) will be paid eight (8) hours pay (prorated for eligible part-time Employees) at their respective base hourly rates for the holiday unless they are scheduled to work on the holiday and do not work as assigned.

(c) An Employee required to work on a holiday recognized herein will normally be given equivalent time off on a day scheduled by the Employer within thirty (30) calendar days following the holiday, but may instead, at the option of the Employee, be paid for each hour worked on such holiday at one and one-half (1-1/2) times his or her base hourly rate in addition to the holiday pay described in subparagraph (b) hereof. In scheduling compensatory time off, Employer will not unreasonably deny Employee's choice of day.

Section 2. Paid holidays falling on a Sunday will be observed on the ensuing Monday, and paid holidays falling on a Saturday will be observed on either the ensuing Monday or the immediately preceding Friday, at the option of Employer.

Section 3. In the event a paid holiday falls during an Employee's vacation period, the Employee will receive a substitute vacation day.

ARTICLE VII **VACATION**

Section 1.

Employees will earn up to ten (10) days of paid vacation annually at the rate of five-sixth's (5/6th) of a day for each full month worked. Such Employees will accrue, on the first of the month following the anniversary date, an additional day of vacation for each year worked between the fifth (5th) and twentieth (20th) year of employment so that upon the completion of twenty (20) years worked they will be entitled to receive five (5) weeks (twenty-five (25) days) vacation leave.

Section 2. Employees will take vacation leave only after it is earned. Earned vacation time cannot be taken until the Employee has completed six (6) months of service. Days accrued in one calendar year must be taken no later than the last day of the following calendar year; accrued vacation cannot be carried beyond that date; and any vacation unused as of that time will be lost. Vacation time may be taken in units of one hour.

Section 3. Employer will post a vacation schedule for each trade annually by no later than April 15. Employees in each trade must submit their respective vacation scheduling preferences to their respective Supervisors by no later than April 1 annually. Where practicable consistent with the needs of Employer, Employer will make a reasonable effort to accommodate an Employee's choice. Where Employer determines that all Employees who signify a preference for the same or overlapping period cannot be released from work during the periods requested, Employer will make every effort to give preference to Employee or Employees with the longer continuous service as an Employee, subject to the need of the area where the Employee works.

Section 4. Upon termination of employment with Employer, the Employee will be paid his or her unused accumulated vacation benefits as of the date of termination.

Section 5. Any changes in an Employee's scheduled vacation must be mutually agreed upon by Employer and the Employee.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave.

(a) Each Employee will accumulate sick leave credit at the rate of one (1) day for each full month worked. Unused sick leave credits will accumulate up to a maximum of one hundred sixty-two (162) days. Notwithstanding the foregoing, Employees on a short-term disability leave of absence who have exhausted their sick time bank shall not accrue sick leave credit for the duration of the leave.

(b) Sick leave may be used only for the Employee's personal illness or physical disability, including, but not limited to, disabilities which are pregnancy related, provided that an Employee may use up to ten (10) days of his or her accumulated sick leave each year when necessary to tend to a member of his or her immediate family (as defined in Section 7 hereof) who is ill.

(c) Sick leave may not be taken before it is earned. Sick leave may be charged in units of one (1) full hour.

(d) An Employee who has completed at least one year of continuous service and who is unavoidably absent for more than seven (7) calendar days due to a serious, non-work related illness or injury that requires an extended absence (e.g., heart attack, disability resulting from pregnancy, surgery, etc.) that has been verified by medical evidence will be paid sixty percent (60%) of his or her regular weekly wage, (seventy-five percent (75%) if the Employee has completed at least six (6) or more continuous years of service) until he or she has completed the waiting period required in order to be considered for eligibility for payments under the University's long term disability plan. The University reserves the right to have the employee examined by a physician of its choosing. If such disability is later determined to be compensable under the Worker's Compensation Act, the University will credit any sick or short-term disability benefits paid against any benefits found to be payable under the Worker's Compensation Act.

(e) An Employee may use accumulated sick leave credits to supplement short-term disability pay paid pursuant to paragraph (d) of this section up to a maximum of one hundred percent (100%) of pay for each day of disability. In no event will the total combined benefits provided through sick leave, earned personal days, unused vacation and short-term disability pay be paid over a period in excess of six (6) consecutive calendar months from the Employee's last day worked, except that this limitation will be waived for the purpose of payment of unused accumulated sick leave to supplement weekly Workers' Compensation benefits in accordance with the provisions of Article XIII, Section 3(b).

(f) Employees absent on sick leave must return to work promptly upon termination of their disability; and during the course of the leave each Employee shall keep his or her Supervisor informed of his or her medical status and the anticipated date of return. Disabilities resulting in prolonged absences to be charged against sick leave must be certified in writing by the attending physician. In any event, the Employer reserves the right to verify the reason for an absence of any duration.

(g) Any Employee who desires a disability leave of absence without pay beyond the period of paid leave benefits must make application for unpaid leave in accordance with Employer's then current unpaid leave policy.

(h) (1-a) An Employee with more than three (3) years of continuous service who returns to work promptly following a disability leave of sixty (60) continuous calendar days or less will be returned to his or her former position. (1-b) Such an Employee who returns to work promptly following a disability leave of more than sixty (60) continuous calendar days but not more than one hundred twenty (120) continuous calendar days will be returned to his or her former position or to a substantially similar position for which the Employee is qualified in the judgment of Employer. (1-c) Such an Employee who returns to work promptly following a disability leave of more than one hundred twenty (120) continuous calendar days will be returned to his or her former position, if available, or to a similar available position for which the Employee is qualified in the judgment of Employer. If no such position is available, the Employee will be placed on a preferred re-employment list for a period of one (1) year from the date on which he or she is medically fit to return to work.

(2-a) An Employee with six (6) or more years of continuous service who returns to work promptly following a disability leave of more than sixty (60) continuous calendar days but not more than one hundred eighty (180) continuous calendar days will be returned to his or her former position or to a substantially similar position for which the Employee is qualified in the judgment of Employer. (2-b) Such an Employee who returns to work promptly following a disability leave of more than one hundred eighty (180) continuous calendar days will be returned to his or her former position, if available, or to a similar available position for which the Employee is qualified in the judgment of Employer. If no such position is available, the Employee will be placed on a preferred re-employment list for a period of one (1) year from the date on which he or she is medically fit to return to work.

(3) An Employee with one or more years of service, who is absent from work on disability leave covered by Workers' Compensation pursuant to the provisions of Article XIII, Section 3, for a period of up to six (6) months will be returned to his or her former position. An Employee with one or more years of service, who is absent from work on disability leave covered by Workers' Compensation pursuant to the provisions of Article XIII, Section 3, for a period more than six (6) months and up to one (1) year, will be returned to his or her former position, if available, or to a similar position at the same rate of pay.

(4) Any Employee who does not return to work as scheduled by the Employer following a disability leave will be deemed to have quit.

(5) In any event, Employer reserves the right to refuse to allow an Employee on disability leave to return to work until satisfied that the Employee is medically fit to perform the requirements of the position involved.

(6) For purposes of this subsection (h), "disability leave" will include paid leaves, unpaid leave and a combination of the two.

Section 2.

(a) Military Leave. Any Employee who is inducted into the Armed Forces of the United States will receive a leave of absence without pay for the period of time provided by law relative to military service. Reemployment will be in accordance with the applicable Federal and State laws and regulations.

(b) National Guard or Reserve Summer Training. Employees who, as members of the National Guard or Organized Reserves, are called to active duty for summer training will be paid the difference between their military training duty pay (calculated on a daily basis) and their regular

daily compensation from Employer (calculated on a daily basis by multiplying Employee's normal hours assigned per day, up to a maximum of eight (8) hours, by Employee's base hourly rate) for the number of days they would have been scheduled to work during such period of training, up to a maximum of ten (10) days. Upon returning to work from training duty, the Employees will be expected to provide the Payroll Section of the Accounting Office with a statement from their commanding or finance officer indicating military pay received. This provision will apply only if Employee's daily pay for such National Guard or Reserve training is less than the daily pay Employee would have earned working for Employer on days Employee would normally have been assigned to work during said period. In the event a paid holiday falls during an Employee's leave period for National Guard or Reserve Training, the Employee will receive a substitute floating holiday.

Section 3. Jury Duty.

An Employee who works at least half-time and is called to serve the courts as a juror will receive for each day lost from work due to such jury duty, the difference between his or her regular daily compensation (base hourly rate multiplied by scheduled hours up to a maximum of eight (8) hours) and the per diem received for jury duty if the latter is less.

An employee called for jury service shall furnish the Employer with a copy of the notice to serve and evidence of attendance. Any Employee who is excused from jury duty on any day when he or she is scheduled to work must report to work promptly.

This section shall be construed to apply to Employees on all shifts.

Section 4. Personal Days.

(a) Employees will be permitted to be absent without loss of pay two (2) days during their first (1) year of employment, three (3) during the second (2) year, four (4) during the third (3) year, five (5) during the fourth (4) year, and six (6) days a year thereafter for the purpose of conducting personal business or because of a compelling personal reason which cannot be handled at a time other than the time they are scheduled to work. Wherever practicable, authorization must be obtained in advance from the Employee's supervisor and, subject to the needs of Employer, personal days will normally be granted for such reasons as compulsory court appearances, and house closings. Such days may also be used for those occasions when the Employee is unable to report to work due to inclement weather. Unused personal days may be added to vacation time with the approval of the Employee's supervisor but may not be carried over from one calendar year to the next.

(b) Employees may elect to be paid eight (8) hours pay (pro-rated for eligible part-time Employees) at their respective base hourly rates for any personal days beyond one (1) not taken during the calendar year in which they are granted. Such election must be made no later than December 1 of each year, and such pay will be paid to Employee by no later than December 31. In the event the employee does not use his/her personal day(s) or elects not to be paid for the time by December 31st of that year, he/she may carry the unused personal day(s) into the following year. Personal days carried over into the next year must be used by March 31st of the following calendar year. Employees may elect to be paid eight (8) hours pay (pro-rated for eligible part-time Employees) at their respective base hourly rates for any personal days beyond one (1) carried over and not taken by March 31st.

Section 5. Birth or Adoption. An Employee whose spouse or domestic partner is expecting a baby or adopting may take five (5) days off without loss of pay beginning with the baby's day of birth or day of placement for adoption.

Section 6. Marriage. Employees may have a week off (seven (7) consecutive calendar days) at the time of their marriage without loss of pay, provided they have worked at least one year for Employer and continue with Employer after the marriage.

Section 7. Bereavement. So that the Employee may attend the funeral and/or fulfill his or her responsibilities to make funeral arrangements or responsibilities as Executor of the deceased's estate, an Employee will receive the following time off without loss of pay.

- Up to five (5) days in the event of a death in the Employee's immediate family* or of a close relative** residing with the Employee or residing with Employee immediately preceding being admitted to a hospice or nursing home; provided the Employee presents evidence satisfactory to the Employer that he or she has the primary responsibility to make funeral arrangements and/or is the Executor of the deceased's estate.
- Up to three (3) days at the time of the funeral in the event of a death in the Employee's immediate family* or of a close relative** residing with the Employee or residing with the Employee immediately preceding being admitted to a hospice or nursing home, or in the event of a death of a close relative** who was not residing with the Employee provided the Employee presents evidence satisfactory to the Employer that he or she has the primary responsibility to make funeral arrangements and/or is the Executor of the deceased's estate.
- One day in the event of a death of a close relative** not residing with the Employee so the Employee can attend the funeral.

*Immediate family is exclusively defined as spouse, parent, brother, sister, child, parent-in-law, brother-in-law, sister-in-law.

**Close relative is exclusively defined as aunt, uncle, cousin, and grandparent.

Section 8. Throughout this Article, the term "day" for full-time Employees will consist of a maximum of eight (8) hours and, for part-time Employees, no more than that number of hours which comprises the usual work day for each eligible part-time Employee, respectively.

Section 9. If the University announces a "summer hours" schedule for administrative staff, full-time Employees will receive the equivalent amount of paid personal time to be used by the end of the calendar year. Employees will not be paid for this time in lieu of taking it.

ARTICLE IX AVAILABLE VACANCIES

Section 1. (a) Prior to filling an available vacancy in a bargaining unit position on a permanent basis, Employer will post said vacancy for seven (7) consecutive calendar days. Said posting will be dated and will include job title, pay grade, a brief description of position duties and the minimum requirements for filing an application for such vacancy.

(b) Employees desiring to be considered for assignment to the available vacancy must file their applications on the Employer's website within the seven (7) day posting period set forth in subsection (a) hereof.

Section 2. (a) Working Foreperson Vacancies: Assignment to fill an available Working Foreperson vacancy in the bargaining unit will be made by Employer to the person who in the judgment of Employer is the most qualified. If an applicant from within the bargaining unit is equally most qualified the applicant from within the bargaining unit will have preference. If two or more applicants from the bargaining unit are equally most qualified, the applicant with the greater (greatest) length of continuous service with Employer will have preference.

(b) Other Vacancies: An applicant from within the bargaining unit who in the judgement of the Employer is the most qualified of bargaining unit applicants will have preference for assignment to an available bargaining unit vacancy other than Working Foreperson. If two or more applicants from within the bargaining unit are equally most qualified, the applicant with the greater (greatest) length of continuous service with Employer will have preference.

(c) Nothing herein will be construed to require Employer to assign an available vacancy to any Employee who in the judgment of Employer is not qualified to perform the work required.

Section 3. An Employee who fills a vacancy pursuant to this Article will be on probation in the position for the first thirty (30) calendar days following the date upon which he or she begins work in said position. If the Employee does not complete said probationary period successfully, he or she will be returned to his or her former position, if available, or to a position substantially equivalent to his or her former position.

Section 4. (a) An Employee who fills an available vacancy in a higher pay grade pursuant to this Section will move to the same step in the pay grade into which he or she is assigned.

(b) An Employee who fills an available vacancy in the same pay grade will continue to be paid at the same base hourly rate at which he or she was paid prior to such assignment.

(c) An Employee who fills an available vacancy in a lower pay grade will be paid at the same base hourly rate at which he or she was paid prior to such assignment or at the maximum base hourly rate for the pay grade into which he or she is assigned, whichever is lesser.

Section 5. (a) Nothing herein will be construed so as to require Employer to fill any vacancy which Employer decides should remain temporarily or permanently unfilled.

(b) Nothing herein will be construed so as to prevent or restrict Employer from filling any vacancy on a temporary basis from any source.

(c) The provisions of Section I hereof will not apply when there is a layoff in process or there is an Employee on the recall list whom Employer deems to be the most qualified to fill the vacancy.

ARTICLE X
GROUP INSURANCE PROGRAM

Section I. (a) Employer will continue to cover Employees who regularly work a schedule of at least three-quarters (3/4) time with the program of group health, dental, life, and long-term disability insurance benefits by which they were covered under the prior Agreement. The premium contribution formulas will be as follows:

	Employer	Employee
1. Basic Term Life Insurance as available to Employees as defined under the Employer's Group Insurance Benefits Plan	100%	
2. Long-Term Disability Insurance	100%	
3. Supplemental Term Life Insurance, Spouse and Dependent Children Insurance as elected by the Employee	100%	
4. Group Health and Dental Insurance for Employee or Employee and his or her eligible dependents as elected by the Employee	85%	15%

Effective January 1, 2010, Employer will continue to cover Employees who regularly work a schedule of at least three-quarters (3/4) time with the program of group health, dental, life, and long-term disability insurance benefits by which they were covered under the prior Agreement. The premium contribution formulas will be as follows:

	Employer	Employee
1. Basic Term Life Insurance as available to Employees as defined under the Employer's Group Insurance Benefits Plan	100%	
2. Long-Term Disability Insurance	100%	
3. Supplemental Term Life Insurance, Spouse and Dependent Children Insurance as elected by the Employee	100%	
4. Group Health and Dental Insurance for Employee or Employee and his or her eligible dependents as elected by the Employee	66.67%	33.33%

(b) In the event Employer changes these benefits or benefit levels for other groups of staff members during the term of this Agreement, such changes will be extended to eligible Employees in the bargaining unit covered by this Agreement.

(c) For calendar year 2020, the overall premium increase for group health insurance shall not exceed 4% of the 2019 overall premium cost.

(d) For calendar years 2021 and 2022, if the overall premium increase for group health insurance is 5% or greater, the parties agree to meet and renegotiate the wages and benefits terms of this Agreement.

Section 2. Employer will have the option to change insurance carriers or to self-insure in whole or in part, provided that it does not substantially change the level of benefits. Disputes concerning eligibility for or payment or non-payment of benefits under the Group Insurance Program will be taken up by Employee directly with the insurance carrier and will not expose Employer to liability either by way of the Grievance Procedures set forth in Article XVII herein or otherwise.

Section 3. Employer will continue group insurance coverage for Employees and spouse or domestic partner who retire at age 60 or older with at least ten (10) years of service until they reach age 65. The regular Employer/Employee contribution formulas stated herein will continue to apply. Eligibility for this coverage will cease if the retired Employee undertakes employment elsewhere in which he or she is eligible for insurance coverage under the other employer's plan.

Section 4. (a) Employer will provide a lifetime maximum benefit of twenty-five thousand dollars (\$25,000) under its Retiree Prescription Drug Policy for eligible retired employees and spouse or domestic partner according to the terms of the policy.

(b) An eligible retired Employee may elect to have Wesleyan pay up to twenty-five dollars (\$25.00) per month toward Medicare supplemental insurance chosen by the Employee in lieu of participation in the Wesleyan-provided Retiree Prescription Drug Policy for retired employees.

(c) An eligible retired Employee may elect to have Wesleyan pay a lump sum of \$300 annually in lieu of participation in the Wesleyan-provided Retiree Prescription Drug Policy.

ARTICLE XI
PENSION

Section 1.

(a) The Employer will continue to cover Employees with the Employer's Retirement Plan for Employees represented by the Union in effect on the date of this Agreement, as modified from time to time as required by law. Effective and retroactive to July 1, 2005, the Plan is amended to provide that changes in aged-based contributions to the Plan will be effective the first of the month following the Employee's date of birth. A summary description of the plan is set forth in the Employer's Benefits Book for Secretarial/Clerical and Physical Plant Bargaining Unit Employees found at: <http://www.wesleyan.edu/hr/benefits/bubasicretirement.html>. Employees will be notified of any substantive changes in the Plan in the same way other employees of the Employer are notified, and the Employer will notify the Union in writing.

These contributions equal a percentage of base salary as follows:

<u>Age</u>	<u>Contributions</u>
Up to 40	5%
40 – 49	7.5%
50 – 59	10%
60+	12.5%

A year of qualifying service is any consecutive twelve-month period during which an eligible staff member has an appointment to work half time or more, or works 910 hours or more, for Wesleyan. Some periods during which a staff member does not perform any work for Wesleyan may also count as vesting service (e.g., paid vacation, paid holidays, paid sick leave, and jury duty) up to a maximum of 501 hours for any single continuous period during which the staff member performs no work for the University.

(b) Effective on the ratification of this agreement, the Employer agrees to match 50% of an Employee's contribution to the 403(B) Plan up to a maximum of 6% of the Employee's contribution. The matching contribution will be deposited into the Employer's Retirement Plan.

(c) Employer will automatically enroll newly hired Employees in the Employer Retirement Plan and Supplemental Retirement Plan at the Employee contribution rate of 6%. Employees will be provided a 30-day notice in which to waive such election. Employer will direct Employee contributions into investment funds predetermined by the University. Employee can reallocate automatic contributions consistent with plan rules.

Section 2.

(a) Effective July 1, 2019, the Employer will pay sixty dollars and eighty-three cents (\$60.83) per week for each employee covered by this agreement into the OPEIU Local 153 Pension Fund.

Effective July 1, 2020, the Employer will pay sixty-two dollars and sixty-six cents (\$62.66) per week for each employee covered by this agreement into the OPEIU Local 153 Pension Fund.

Effective July 1, 2021, the Employer will pay sixty-four dollars and fifty-four cents (\$64.54) per week for each employee covered by this agreement into the OPEIU Local 153 Pension Fund

(b) The Local 153 Pension Fund is administered by a Board of Trustees, composed of an equal number of Union Trustees and Employer Trustees designated by each respective group, pursuant to a Trust Agreement and a Pension Plan which conforms to all applicable laws and which has been approved by the Treasury Department as an exempt Plan. The Employer accepts the Trustees designated and is bound by the provisions of the Agreement and Declaration of Trust.

Section 3. Effective with the ratification of this Agreement, the Employer makes contributions to the basic retirement plan on behalf of all eligible new hires from the first day of employment but contributions and the earnings on them do not vest until the participant completes two years of service.

ARTICLE XII
LAYOFF AND RECALL

Section 1. Layoff

(a) In the event of a layoff of one or more Employees within a job classification, newly hired Employees (Employees who have not yet successfully completed their respective probationary periods of employment referred to in Article V, Section 2 of this Agreement) within that classification will be laid off first. Thereafter, Employees who are on probation in that classification as a result of assignment to the position under the provisions of Article IX, Section 3 of this Agreement, will be either reassigned to their former position, if available, or to a position substantially equivalent to their former position, if available, or laid off. Thereafter, Employees in that classification will be laid off in reverse order of their respective seniority, provided those Employees with greater seniority are qualified in the judgment of Employer to perform the work required.

(b) Employees who are laid off in accordance with the provisions of subsection (a) above will be given the opportunity in accordance with their respective seniority to fill available vacancies in the bargaining unit, or to replace newly hired Employees in the same or a lower pay grade in the bargaining unit, provided they are qualified in the judgment of Employer to do the work required in such positions.

(c) The Employer will not exercise its judgment arbitrarily or capriciously.

Section 2. Recall. Non-probationary Employees for whom there is no vacancy available pursuant to the provisions of subsection (b) of Section 1 hereof, will be laid off from employment with Employer and will remain eligible for recall, for a period equal to their respective seniority at the time of layoff up to a maximum of one (1) calendar year from the date of layoff, to the position from which they were laid off, or to a substantially equivalent position in the bargaining unit for which they are qualified in the judgment of Employer. Such recall will be in order of their respective seniority measured as of their respective dates of layoff. An Employee on the recall list who refuses an offer of recall will thereby lose his or her recall rights.

Section 3. For purposes of this Article seniority shall mean the Employee's length of continuous service with Employer measured from his or her most recent date of hire as a full time or part time permanent employee of the University. An Employee will lose all credit for his or her seniority if he or she:

(a) quits;

(b) is discharged for just cause;

(c) fails to return to work within five (5) working days after being notified by Employer of recall from layoff by certified mail, return receipt requested, unless such return to work is due to Employee's actual illness or accident or some other similarly compelling reason (Employer may require substantiating proof of illness or accident);

(d) is on layoff for a period in excess of his or her recall period;

(e) retires;

(f) is absent without reporting for three (3) consecutive days;

(g) is gainfully employed elsewhere while on leave of absence without permission of Employer.

Section 4. Severance. An Employee who has performed satisfactorily and, subject to the provisions set forth hereinafter, is laid-off will be granted severance pay on the basis of one week's pay (maximum 40 hours) for each year of service to a maximum of twenty (20) weeks.

A week's pay will be calculated by multiplying the employee's base hourly rate at the time of lay-off times the number of standard hours in their work week up to a maximum of forty (40).

For periods of less than one year of employment, the pay will be based on one day's pay for each full calendar quarter worked prior to termination. Severance payments will be made on the same frequency as the Employee's regular pay periods during employment.

In order to receive severance, pay the Employee will be required to sign an agreement that releases the Employer and the Union from liability for his or her termination in terms satisfactory to the University and the Union.

If an Employee is recalled by the University within the period covered by severance pay, the severance payments will be made for only the time preceding recall. If recall occurs after severance pay has been exhausted in whole or in part, eligibility for future severance will be calculated from date of recall and will be added to that severance not exhausted prior to recall, if any. Employees who retire, leave voluntarily or are discharged are not eligible for severance pay.

Section 5. In any situation of layoff or recall, where an Employee has the option to fill an available vacancy, he or she must be willing to work the schedule and the hours required by Employer for the said vacancy.

Section 6. Rates of pay for Employees affected by the provisions of this Article will be in accordance with the provisions of Article IX, Section 4 of this Agreement.

Section 7. Employer will give Union two (2) weeks' notice prior to the actual layoff of any individual Employee.

Section 8. Contracting Out. In the event the University decides to contract out work performed by employees covered by the Agreement, the following will apply:

(a) Any employee whose job is eliminated as a result of contracting out will have the following options:

-- vacancy and bumping rights set forth in Sections 1 through 7 of this Article XII; or

-- layoff and severance in accordance with Section 4 of this Article XII. If the employee is recalled to work, he or she will be required to repay severance pay that exceeds the layoff period.

(b) An employee with a most recent date of hire for purposes of this Article prior to July 1, 2020, whose job is eliminated as a result of contracting out will in any event be offered another job in the bargaining unit. If such an employee accepts another job in the bargaining unit that has a lower base rate, he or she will be paid at his or her former base rate until the rate of the new job catches up.

ARTICLE XIII
MISCELLANEOUS

Section 1. Employer may require Employees to undergo medical examinations to determine fitness for any particular job. Such medical examinations required by Employer will be paid for by Employer.

Section 2. Death Benefits.

(a) In the event an Employee who is scheduled to work at least half-time dies while in the active employ of Employer, Employer will pay an amount equal to the base hourly rate of pay such Employee normally received for work performed over a two (2) week period to such deceased Employee's beneficiary. If the payment is to be made to more than one (1) person, the amount will be divided equally among them. Unless otherwise notified by Employee in writing, Employer will use the beneficiary designated by the Employee under the University's Group Term Life Insurance Plan.

(b) In addition to the above, Employer will pay to such deceased Employee's estate the accrued but unused vacation pay due and owing to such Employee at the time of death, as well as the pay for work performed which is due and owing to such Employee at time of death.

Section 3.

(a) Employees must immediately report to their respective supervisors and to the Human Resources Office any injury or illness occurring or arising while they are at work, no matter how slight.

(b) Any Employee who incurs an injury arising out of and in the course of his or her employment with Employer which is compensable by weekly payments under the Workers' Compensation laws of the State of Connecticut, will, for a maximum period of twelve (12) consecutive calendar weeks during the first year, nine (9) consecutive calendar weeks during the second year of this Agreement and six (6) consecutive calendar weeks during the third year of the Agreement and thereafter, immediately following the date on which the Employee becomes eligible for such weekly workers' compensation payments, be paid the difference between his or her regular straight time weekly pay up to a maximum of forty (40) hours in each such week, and the aforesaid weekly compensation payments paid to such Employee, if the latter is less.

Employees may elect to apply their respective unused accumulated sick leave on a prorated basis to cover the differential between their regular weekly pay, as aforesaid, and weekly compensation checks received beyond the twelve (12), nine (9) and six (6) week periods set forth above, until their respective unused accumulated sick leave has been exhausted.

(c) Employees with less than three (3) years of service who have exhausted their accumulated sick leave will have ten (10) additional sick days added to their accumulated sick leave solely for the use of supplementing on a prorated basis to cover the differential between their regular weekly pay, as aforesaid, and weekly compensation checks beyond the twelve (12), nine (9), and six (6) week periods set forth above.

Section 4. Tuition Programs.

(a) The "Tuition Assistance for Employees" program will continue to be in effect for Employees covered under this Agreement: reimbursement is 100% up to a maximum reimbursement of \$1,500 per year.

(b) Subject to prior University approval, an employee will be reimbursed the full cost of tuition up to a maximum of \$1,500 a year for courses that are part of a program the objective of which is to enable enrollees to obtain a Connecticut state license.

(c) The "Tuition Scholarship for Dependent Children of Employees" provides a benefit of up to fifty percent (50%) of Wesleyan's tuition charge for up to four (4) years of undergraduate study at an accredited institution. Details of the benefit and eligibility requirements are given in Appendix C.

(d) Employees working one-half time or more, and their spouses, shall be permitted to register as special students or as candidates for the M.A.L.S. (Master of Arts in Liberal Studies) or C.A.S. (Certificate of Advanced Studies) for one or two courses per semester during the academic year with the approval of the instructors concerned and on a space available basis, either for credit or without credit, without payment of tuition. They may also take up to six GLSP credits (two regular courses) in a summer school session as special students or degree candidates without payment of tuition. Enrollment in special GLSP-sponsored programs (summer or academic year) or in MALS evening courses during the regular academic year may not be permitted on a tuition-free basis when faculty compensation is computed on the basis of enrollments, when costs include special expenses for overseas programs or programs that involve cooperation with externally funded projects such as the Center for Creative Youth and the Institute for Movement Exploration. Contact the Director of the GLSP for details. In all cases, employees or spouses will pay fees for registration and instructional materials, where applicable.

Section 5. Employer will provide bulletin board space at 170 Long Lane, the Power Plant and the Rovers' room in the Science Tower for the Union to use to post items of Union business. The Union will furnish a copy of each such item to the Employer prior to posting.

Section 6. The University agrees to grant a leave of absence without pay, not to exceed six (6) months, to no more than one employee at a time to perform work for the Union (including attending conventions and conferences), subject to the needs of the Department or area where the Employee works. Employer will not unreasonably deny such request.

Employees granted such leaves of absence will retain and accumulate seniority during such leave period.

Section 7. In the event instruction in the operation of equipment newly introduced by Employer is required for an Employee, Employer will provide such instruction.

Section 8. Temporary Help. (a) On a monthly basis, Employer will notify Local 153 in writing of all temporary employees who it intends to employ or has employed for thirty (30) or more calendar days to perform work normally performed by employees covered by the Agreement.

(b) The employment of a temporary employee who is performing work normally performed by employees covered by the Agreement will not exceed 120 calendar days, except as provided below.

(c) Upon written notification to Local 153, the Employer may extend the employment of a temporary employee for a maximum of thirty (30) calendar days beyond the original 120 days.

(d) The Union and the Employer may mutually agree to extend the employment of a temporary employee beyond 150 days.

(e) Temporary employees will not be offered overtime before all qualified bargaining unit members have been offered the opportunity. If all bargaining unit members qualified to perform the work in question are not interested or available, the Employer may offer the overtime to a temporary employee.

Section 9. Sick Day Conversion Allowance. As soon as possible after July 1 of each year of the Agreement, Employees will be paid a lump sum sick day conversion allowance as follows:

	<u>Employees in salary grades 10-14 plus grounds leadperson and groundsperson but excluding painter foreperson</u>	<u>All Others (Grades 15-21)</u>
Prior to July 1, 2008:	\$550	\$450
Effective July 1, 2008:	\$700	\$600

Section 10. Disciplinary notices for unsatisfactory work performance or attendance will be removed from an employee's personnel file after two years; and disciplinary notices for insubordination will be removed from an employee's personnel file after three years; provided in either case that no oral or written discipline was given the employee for the same or similar reason during that two or three-year period.

Section 11. If medical evidence shows that shoveling snow would be hazardous to an employee's health because of the employee's medical condition, the employee will not be required to shovel snow. The University has the right to have such an employee examined by a physician of its choosing for the purpose of verifying the employee's medical condition.

Section 12. Employer retains the right to install tracking and location identification devices (including but not limited to Global Positioning System) in Employer vehicles, equipment and all other university-owned property for the purpose of vehicle, employee and resource accountability and safety. Information learned from such technology may not be the basis for employee disciplinary action, suspension or discharge.

Section 13. All Physical Plant Employees are considered essential personnel for Employer operational purposes and therefore must respond to call-in if reasonably available and report to work in a timely manner to any and all campus or community wide emergency situations.

Section 14. Each Employee will receive a safety shoe allowance of \$150 per fiscal year and a one-time allotment of 5 uniform shirts. Employer will provide replacement shirts as necessary. All Employees are required to wear University provided shirts, safety shoes and other apparel required by OSHA 29 CFR 1910.269 at all times.

ARTICLE XIV
UNION SECURITY AND DUES OR SERVICE FEE CHECKOFF

Section 1. (a) Within thirty (30) days following the effective date of this Agreement or within thirty (30) days following the date of employment, whichever later occurs, each Employee shall, as a condition of continued employment, pay to the Union either (i) the initiation fee and the regular monthly dues uniformly required of all Union members or (ii) a monthly service fee in an amount not greater than that portion of the regular monthly dues which represents the cost of collective bargaining, contract administration and grievance adjustment, provided that this Section 1 (a) (ii) shall apply only to those present Employees who have elected prior to the effective date of this Agreement to pay the service fee in lieu of joining the Union; if any such Employee later decides to join the Union, the provisions of Section 1 (a) (i) shall thereafter apply.

(b) Union agrees that all Employees who apply for Union membership will be accepted into membership on the same terms and conditions generally applicable to other Union members, subject only to the provisions of this Agreement, and, further, that the Employer will not be requested or required to discharge any Employee pursuant to these provisions for any reason other than such Employee's failure to tender either (i) the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or (ii) the monthly service fee under the terms and conditions of this Section 1.

(c) Union will refund dues and initiation fees paid to the Union by any Employee who does not successfully complete his or her probationary period of employment.

Section 2. (a) Employer will deduct from the pay of each Employee on weekly basis, either (i) the monthly dues and initiation fees uniformly required as a condition for acquiring or retaining membership in the Union or (ii) the monthly service fee and will transmit such funds to the Union by no later than the end of the month in which such deduction is made, provided that no such deduction will be made from pay paid to any Employee who has not provided Employer with written authority to make such deduction on a form satisfactory to Employer.

(b) The Employer will deduct any unpaid Union dues, service fees and initiation fees from the final pay check of any eligible Employee member.

(c) Any change in the rate of dues, service fees and/or initiation fees will be put into effect in the deductions made by the Employer in the first week of the month in which the change is effective following receipt by the Employer of at least thirty (30) days' written notice of the change from the Union.

(d) Union will indemnify and hold Employer harmless for and against any claims brought by any Employee as a result of Employer's compliance with the provisions contained in this Article.

Section 3. Employer will continue to provide to the Union, on a monthly basis, notification of hires, transfers, terminations and changes in pay rate or employment status of Employees.

Section 4. Upon advance notice to the Director of Human Resources or his or her designees, the Union's Business Representative shall have reasonable access to Employer's premises for the purposes of investigating and settling grievances arising under Article XVII of this Agreement, provided that there shall be no undue interference with the work of any Employees.

Section 5. Employer agrees to continue its present practice of permitting the Chief Steward a reasonable amount of time during working hours to investigate grievances and/or represent Employees in the presentation of Grievances. Up to five (5) Employee stewards may have up to one (1) hour each week to assist in grievance investigation. This time limit may be extended by mutual agreement.

Section 6. For purposes of ARTICLE XII, LAYOFF AND RECALL, the Chief Steward will be deemed to have the longest length of continuous service with Employer as defined in Section 3 of that Article.

ARTICLE XV
SEPARABILITY

In the event that any provision in this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through valid Governmental Regulations or Decree, such provision only will be thereby invalidated and of no further force and effect, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XVI
NON-DISCRIMINATION

Neither Employer nor Union will discriminate in hiring, promoting, laying off, advancing or assigning to jobs or in any other term or condition of employment against an Employee on account of race, religion, sex, sexual orientation, national origin, or age, physical handicap or status as a disabled or Vietnam-era veteran as prescribed by Federal and State Legislation or because of membership or non-membership in the Union. Disputes or complaints based on this Article will not be covered by the Grievance Procedures set forth in Article XVII of this Agreement, but will be processed in accordance with procedures established by Employer relative to Equal Opportunity matters, or in accordance with procedures under the Labor Management Relations Act of 1947, as amended, whichever are applicable.

ARTICLE XVII
GRIEVANCE PROCEDURES

Section 1. Definitions. A grievance is defined as any bonafide dispute or complaint between an Employee or group of Employees and the Employer during the period of this Agreement relating to the application or interpretation of a specific provision of this Agreement. All grievances shall be processed exclusively in accordance with the provisions set forth below. The term "Grievant" is defined as an Employee or a group of Employees who file a grievance.

Section 2. Procedure.

STEP ONE.

A. The Employee must present the grievance to his or her Supervisor in writing within five (5) normal working days immediately following (i) the occurrence of the event giving rise to the grievance, or (ii) the date on which the Employee knew or through the use of reasonable diligence should have known, of said occurrence whichever is later. The Supervisor and the Employee will discuss the grievance at the time of such presentation or within a reasonable time thereafter.

B. If the Employee's grievance is against his or her Supervisor, and the Employee is reluctant to present the grievance directly to the Supervisor, the Employee can, at his or her option, begin the grievance procedure with Step Two.

C. The Supervisor will give the Grievant a written reply to the grievance within five (5) normal working days after the Supervisor receives the grievance.

STEP TWO.

A. If the Grievant is not satisfied with the answer received under Step One C above and desires to proceed further, the Grievant must present the grievance in writing to the Director of Physical Plant or his or her Designee (the "Director") within five (5) normal working days after receipt of the Supervisor's written response under Step One C above.

B. Within five (5) normal working days immediately following this presentation, the Director will schedule a meeting with the Grievant.

C. Within five (5) normal working days immediately following the meeting between the Grievant and the Director, the Director will give a written response to the Grievant.

STEP THREE.

A. If the Grievant is not satisfied with the answer received under Step Two C above and desires to proceed further, the Grievant must present the grievance in writing to the Director of Human Resources or his or her designee ("Human Resources") within five (5) normal working days immediately following receipt of the Director's written response under Step Two C above.

B. Within five (5) normal working days immediately following this presentation, Human Resources will proceed as follows:

1. If the grievance involves alleged discrimination other than discrimination based on membership or non-membership in the Union, it will be processed in accordance with Employer's procedures for processing such complaints and not in accordance with this Grievance Procedure. If the grievance involves alleged discrimination based on membership, or non-membership in the Union, it will be subject to processing in accordance with the Labor Management Relations Act of 1947, as amended.

2. If the grievance concerns a complaint that Employer has violated a specific provision of this Agreement other than the Non-Discrimination provisions contained in Article XVI hereof, Human Resources will meet with the Grievant, the Supervisor involved, and the Director. Within five (5) normal working days immediately following said meeting, Human Resources will present a written answer to the Grievant.

If said grievance is not resolved at a prior step, the parties may, by mutual agreement, request that a Federal Mediator provide assistance before resorting to Step Four.

STEP FOUR.

A. A grievance which is not adjusted in the Third Step to the satisfaction of the Grievant may be submitted to arbitration, but only in accordance with all of the following terms and conditions:

1. The grievance must involve the interpretation or application of a specific provision of this Agreement, and will not be arbitral if it claims a right, benefit or obligation not expressly set forth in this Agreement.

2. The submission to arbitration must be made in writing by certified mail to Human Resources and must be postmarked within seven (7) calendar days immediately following the receipt by the Grievant of the Third Step answer, or if no answer is received, within ten (10) days after the meeting of the parties in which the grievance was heard at Step Three.

3. The grievance submitted to arbitration must be the same grievance which was submitted to Human Resources at the Third Step.

B. The Arbitrator shall be selected from a panel of five arbitrators that have been agreed upon by the Employer and the Union. The procedure for selection of the arbitrator from this panel and conducting the arbitration process shall be in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association. The decision of the Arbitrator will be final and binding, subject to the right of either Employer or Union to have the award confirmed, vacated, or modified according to law. The Arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, the Employer has violated any specific provision of this agreement. The Arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this agreement. The Arbitrator will have the power to make appropriate compensatory awards.

C. The cost of the Arbitrator's service will be borne equally by the Employer and the Union.

Section 3. Any grievance which is not presented or processed in strict compliance with the time limits set forth herein will become null and void and will be considered resolved in accordance with the position of Employer. Any response to a grievance given by a representative of Employer which is not given within the time limits set forth herein for such responses will give the Grievant the option to proceed to the next step without waiting for such response. Time limits set forth herein may be extended only by written agreement of Employer and Union.

Section 4. Beginning at Step Two, Grievant will have the right, if he or she so chooses, to be accompanied in grievance discussions with representatives of Employer by one fellow Employee designated by the Union as Steward. Beginning at Step Three, Grievant will have the right, if he or she so chooses, to be accompanied in grievance discussions with representatives of Employer by the Union's Business Representative in addition to the Steward. Nothing herein will be construed to prohibit the Grievant from seeking advice with respect to the grievance from either the Steward or the Union's Business Representative, or both, at any Step of the grievance procedure.

Section 5. It is hereby agreed that the Employer has the right to discharge any Employee for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefore in writing within forty-eight (48) hours of such action. If the Union desires to contest the discharge it shall give written notice thereof to the Employer within five (5) working days from the date of receipt of such notice of discharge. In such event the dispute shall be submitted and determined under the Grievance procedure commencing at Step Three above.

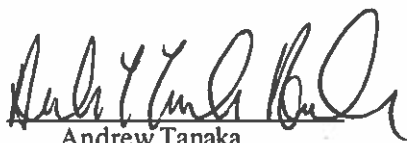
ARTICLE XVIII
DURATION OF AGREEMENT

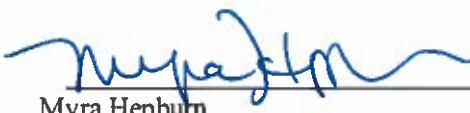
Unless otherwise provided, this Agreement is effective July 1, 2019, and will continue in full force and effect until midnight, June 30, 2022 and thereafter for periods of one year unless either party shall give written notice to the other, by certified U.S. mail, postage pre-paid, of its desire to change, add to, modify or amend this agreement, postmarked not less than ninety (90) days before the expiration date of this Agreement, or of any extension hereof.

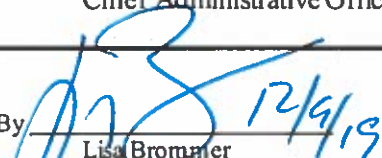
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of _____, 2019.

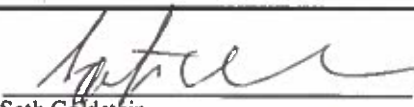
WESLEYAN UNIVERSITY

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153, AFL-CIO


By 
Andrew Tanaka
Senior Vice President,
Chief Administrative Officer and Treasurer

By 
Myra Hepburn
Secretary/Treasurer

By  12/9/19
Lisa Brommer
Associate Vice President for Human Resources

By  11/19/19
Seth Goldstein
Senior Business Representative

By 
Mike Conte
Director of Physical Plant Operations

By 
Peter McGurgan
Chief Shop Steward

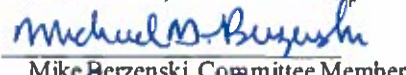
By 
Kim Krueger
Shop Steward

By 
Phil Huntington
Shop Steward

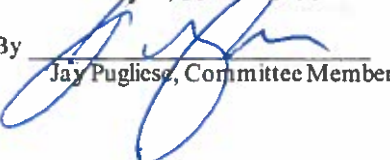
By 
Kris Patterson
Shop Steward

By 
Mike Bltkovic
Shop Steward

By 
Robert Perdo, Committee Member

By 
Mike Berzenski, Committee Member

By 
Gene Payne, Committee Member

By 
Jay Pugliese, Committee Member

APPENDIX A-1

PHYSICAL PLANT SALARY STRUCTURE, effective July 1, 2016

Grade 10

A/C Refrigeration Working Foreperson
Carpentry Working Foreperson
Central Power Plant Working Foreperson
Electrical Working Foreperson
Heating Plant Working Foreperson
HVAC/Utility Mechanic Working Foreperson
Mechanical Specialist
Mechanical Trades Working Foreperson
Plumbing Working Foreperson

Grade 11

Building Trades Working Foreperson
General Maintenance (MRO) Working Foreperson

Grade 12

Chief Auto Mechanic
Facilities Maintenance Specialist
Grounds Working Foreperson
Lockshop Working Foreperson

Grade 13

A/C Refrigeration Mechanic
Boiler Tender I
Carpenter
Electrician
HVAC/Utility Mechanic
Paint Shop Working Foreperson
Plumber
Heating Mechanic
Heating and Weekend Facilities Mechanic
Temperature Control Mechanic
Utility Mechanic

Grade 14

Boiler Tender II
Locksmith
Materials Handling Working Foreperson
Vehicle/Auto Mechanic

Grade 15

General Maintenance Mechanic
Grounds Leadperson
*Painter (Employees hired on or before May 8, 2008)

Grade 16

Custodial Working Foreperson
Material Handler
**Painter (Employees hired after May 8, 2008)

**Employees hired on or before May 8, 2008 assigned to the Painter classification will receive the prevailing Grade 15 rate under Appendix B-1.*

***Employees hired after May 8, 2008 assigned to the Painter classification will receive the prevailing Grade 16 rate under Appendix B-2*

ARTICLE XVIII
DURATION OF AGREEMENT

Unless otherwise provided, this Agreement is effective July 1, 2019, and will continue in full force and effect until midnight, June 30, 2022 and thereafter for periods of one year unless either party shall give written notice to the other, by certified U.S. mail, postage pre-paid, of its desire to change, add to, modify or amend this agreement, postmarked not less than ninety (90) days before the expiration date of this Agreement, or of any extension hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of _____, 2019.

WESLEYAN UNIVERSITY

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153, AFL-CIO

By _____
Andrew Tanaka
Senior Vice President,
Chief Administrative Officer and Treasure

By _____
Myra Hepburn
Secretary/Treasurer

By _____
Lisa Brommer
Associate Vice President for Human Resources

By _____
Seth Goldstein
Senior Business Representative

By _____
Mike Conte
Director of Physical Plant Operations

By _____
Peter McGurgan
Chief Shop Steward

By _____
Kim Krueger
Shop Steward

By _____
Phil Huntington
Shop Steward

By _____
Kris Patterson
Shop Steward

By _____
Mike Butkovic
Shop Steward

By _____
Robert Perdo, Committee Member

By _____
Mike Berzenski, Committee Member

By _____
Gene Payne, Committee Member

By _____
Jay Pugliese, Committee Member

APPENDIX A-1

PHYSICAL PLANT SALARY STRUCTURE, effective July 1, 2016

Grade 10

A/C Refrigeration Working Foreperson
Carpentry Working Foreperson
Central Power Plant Working Foreperson
Electrical Working Foreperson
Heating Plant Working Foreperson
HVAC/Utility Mechanic Working Foreperson
Mechanical Specialist
Mechanical Trades Working Foreperson
Plumbing Working Foreperson

Grade 11

Building Trades Working Foreperson
General Maintenance (MRO) Working Foreperson

Grade 12

Chief Auto Mechanic
Facilities Maintenance Specialist
Grounds Working Foreperson
Lockshop Working Foreperson

Grade 13

A/C Refrigeration Mechanic
Boiler Tender I
Carpenter
Electrician
HVAC/Utility Mechanic
Paint Shop Working Foreperson
Plumber
Heating Mechanic
Heating and Weekend Facilities Mechanic
Temperature Control Mechanic
Utility Mechanic

Grade 14

Boiler Tender II
Locksmith
Materials Handling Working Foreperson
Vehicle/Auto Mechanic

Grade 15

General Maintenance Mechanic
Grounds Leadperson
*Painter (Employees hired on or before May 8, 2008)

Grade 16

Custodial Working Foreperson
Material Handler
**Painter (Employees hired after May 8, 2008)

**Employees hired on or before May 8, 2008 assigned to the Painter classification will receive the prevailing Grade 15 rate under Appendix B-1.*

***Employees hired after May 8, 2008 assigned to the Painter classification will receive the prevailing Grade 16 rate under Appendix B-2*

PHYSICAL PLANT SALARY STRUCTURE (continued)

Grade 17

Groundsperson

Grade 18

Custodial Leadperson/Rover

Grade 19

Grade 20

Custodial Rover

Grade 21

Custodian

Other:

Trades Apprentices (see Article V, Section 11)

APPENDIX A-2

PHYSICAL PLANT SALARY STRUCTURE, effective July 1, 2019

Grade 9

A/C Refrigeration Working Foreperson
Central Power Plant Working Foreperson
Electrical Working Foreperson
Heating Plant Working Foreperson
HVAC/Utility Mechanic Working Foreperson
Mechanical Trades Working Foreperson
Plumbing Working Foreperson

Grade 10

Carpentry Maintenance Working Foreperson
Mechanical Specialist

Grade 11

Building Trades Working Foreperson
General Maintenance (MRO) Working Foreperson

Grade 12

A/C Refrigeration Mechanic
Boiler Tender I
Chief Auto Mechanic
Electrician
HVAC/Utility Mechanic
Facilities Maintenance Specialist
Grounds Working Foreperson
Heating Mechanic
Heating and Weekend Facilities Mechanic
Lockshop Working Foreperson
Plumber
Temperature Control Mechanic
Utility Mechanic

Grade 13

Carpenter
Materials Handling Working Foreperson
Paint Shop Working Foreperson

Grade 14

Boiler Tender II
Locksmith
Vehicle/Auto Mechanic

Grade 15

General Maintenance Mechanic
Grounds Leadperson
*Painter (Employees hired on or before May 8, 2008)

Grade 16

Custodial Working Foreperson
Material Handler
**Painter (Employees hired after May 8, 2008)

PHYSICAL PLANT SALARY STRUCTURE (continued)

Grade 17

Groundsperson

Grade 18

Custodial Leadperson/Rover

Grade 19

Grade 20

Custodial Rover

Grade 21

Custodian

Other:

Trades Apprentices (see Article V, Section 11)

**Employees hired on or before May 8, 2008 assigned to the Painter classification will receive the prevailing Grade 15 rate under Appendix B-1.*

***Employees hired after May 8, 2008 assigned to the Painter classification will receive the prevailing Grade 16 rate under Appendix B-2*

APPENDIX B

Pay ranges and step increase schedule

Effective July 1, 2019

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	29.69	32.25	34.83	35.96	37.12	37.66	39.68	40.84	41.64
10	28.68	31.24	33.82	34.96	36.12	36.66	38.68	39.83	40.63
11	27.30	29.74	32.16	33.27	34.34	34.87	36.81	37.92	38.68
12	26.54	28.94	31.37	32.54	33.64	34.14	36.07	37.15	37.90
13	26.04	28.36	30.66	31.66	32.70	33.19	35.08	36.13	36.85
14	23.87	26.04	28.22	29.23	30.24	30.67	32.49	33.46	34.13
15	22.29	24.35	26.42	27.47	28.45	28.89	30.66	31.58	32.22
16	21.29	23.20	25.11	26.14	27.18	27.58	29.30	30.16	30.76
17	20.21	22.07	23.90	24.90	25.98	26.35	28.05	28.88	29.45
18	19.15	20.82	22.50	23.50	24.44	24.82	26.45	27.24	27.78
19	18.06	19.72	21.38	22.29	23.03	23.36	24.97	25.71	26.23
20	17.10	18.64	20.16	21.02	21.90	22.20	23.76	24.46	24.96
21	16.16	17.63	19.10	19.86	21.42	21.72	23.28	23.96	24.44

Employees are eligible for a wage adjustment to the next step in the pay grade for their job classification based on time worked in the job classification, provided that job performance is satisfactory.

Pay ranges and step increase schedule

Effective July 1, 2020

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	30.43	33.06	35.70	36.86	38.05	38.60	40.67	41.86	42.68
10	29.40	32.02	34.67	35.83	37.02	37.58	39.65	40.83	41.65
11	27.98	30.48	32.96	34.10	35.20	35.74	37.73	38.87	39.65
12	27.20	29.66	32.15	33.35	34.48	34.99	36.97	38.08	38.85
13	26.69	29.07	31.43	32.45	33.52	34.02	35.96	37.03	37.77
14	24.47	26.69	28.93	29.96	31.00	31.44	33.30	34.30	34.98
15	22.85	24.96	27.08	28.16	29.16	29.61	31.43	32.37	33.03
16	21.82	23.78	25.74	26.79	27.86	28.27	30.03	30.91	31.53
17	20.72	22.62	24.50	25.52	26.63	27.01	28.75	29.60	30.19
18	19.63	21.34	23.06	24.09	25.05	25.44	27.11	27.92	28.47
19	18.51	20.21	21.91	22.85	23.61	23.94	25.59	26.35	26.89
20	17.53	19.11	20.66	21.55	22.45	22.76	24.35	25.07	25.58
21	16.56	18.07	19.58	20.36	21.96	22.26	23.86	24.56	25.05

Employees are eligible for a wage adjustment to the next step in the pay grade for their job classification based on time worked in the job classification, provided that job performance is satisfactory.

Pay ranges and step increase schedule

Effective July 1, 2021

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	31.19	33.89	36.59	37.78	39.00	39.57	41.69	42.91	43.75
10	30.14	32.82	35.54	36.73	37.95	38.52	40.64	41.85	42.69
11	28.68	31.24	33.78	34.95	36.08	36.63	38.67	39.84	40.64
12	27.88	30.40	32.95	34.18	35.34	35.86	37.89	39.03	39.82
13	27.36	29.80	32.22	33.26	34.36	34.87	36.86	37.96	38.71
14	25.08	27.36	29.65	30.71	31.78	32.23	34.13	35.16	35.85
15	23.42	25.58	27.76	28.86	29.89	30.35	32.22	33.18	33.86
16	22.37	24.37	26.38	27.46	28.56	28.98	30.78	31.68	32.32
17	21.24	23.19	25.11	26.16	27.30	27.69	29.47	30.34	30.94
18	20.12	21.87	23.64	24.69	25.68	26.08	27.79	28.62	29.18
19	18.97	20.72	22.46	23.42	24.20	24.54	26.23	27.01	27.56
20	17.97	19.59	21.18	22.09	23.01	23.33	24.96	25.70	26.22
21	16.97	18.52	20.07	20.87	22.51	22.82	24.46	25.17	25.68

Employees are eligible for a wage adjustment to the next step in the pay grade for their job classification based on time worked in the job classification, provided that job performance is satisfactory.

APPENDIX C

ELIGIBILITY REQUIREMENTS

Undergraduate Tuition Scholarship Program for Children of Employees Covered by the Agreement Between Wesleyan University and OPEIU Local 153

Dependent children are eligible for Wesleyan's undergraduate tuition scholarship program provided:

1. The child (children) is a dependent* son or daughter of a Wesleyan employee covered by the Agreement between Wesleyan University and OPEIU Local 153.
2. The parent is employed by Wesleyan on at least a three-quarter time basis both at the time application is made and at the beginning and end of each academic term for which scholarship aid is granted.
3. The parent has accumulated five or more years of continuous service with Wesleyan while working on at least a three-quarter time basis throughout the qualifying period.
4. The dependent child is enrolled for full-time study in an accredited undergraduate degree program.

The scholarship award is a payment toward the cost of tuition equal to the difference between the school's tuition charge and any scholarships received from sources other than Wesleyan, up to a maximum dollar amount equivalent to one-half of Wesleyan's tuition charge. In the event the student's tuition charge is less than 50% of Wesleyan's tuition charge, the difference shall be applied to Academic fees and books. Each child is eligible for one scholarship award. The total tuition scholarship to which each child is entitled will be apportioned equally among the academic terms constituting an academic year and credited to the student's account on that basis. Children of personnel working on a three-quarter basis or more, but less than full-time, will receive a scholarship proportionate to their parent's degree of full-time employment.

*The definitions of dependency used by the Internal Revenue Service are also applied by the University in establishing whether a dependent relationship exists. That is, if the son or daughter is declared as a dependent on the parent's Form 1040 during the period for which the scholarship is awarded, then he or she is considered a dependent; if not, the son or daughter is independent of parental support and therefore not eligible. Suitable proof of dependency in connection with approval of your application may be requested.

APPENDIX D

PROJECT WORK BIDDING (Side letter)

The Union and the University agree that it is the purpose of this side Letter to identify a process that is intended to increase opportunities for bargaining unit employees to perform work that historically has been contracted out, without limiting the University's rights to subcontract under Article II of the Union contract. Both parties recognize that they have to be realistic in their expectations, and that keeping avenues of communication open throughout the process will be the key to it working effectively.

1. Project Work

- a. As in the past, the University determines the need for maintenance, repair or operational work and assigns such work to bargaining unit employees as it deems appropriate during and after regular working hours.
- b. As in the past, if the University determines that certain work ("Project Work") would best be completed outside of normal working hours (including overtime hours) or outside employees' regular duties, it may contract out the work.
- c. However, as indicated in the preamble of this Side Letter, it is the University's stated preference to award bids for Project Work to bargaining unit employees who bid on Project Work where the University believes the scope of the project can realistically be accomplished within the required time frame, the bargaining unit employees have the expertise needed for the job, and the proposed cost is competitive.

2. Bidding on Project Work

- a. All bargaining unit Employees qualified to perform the required Project Work will be allowed to bid on work individually or together with other bargaining unit members including employees in other trades.
- b. The University will determine the bid process and inform all qualified bidders as to its requirements, dates, schedules, etc.
- c. Related items concerning the bargaining unit are:
 - i. Bids will be coordinated and submitted by the bargaining unit Employees(s) who will be actively managing or performing the work with notification to the applicable trade's foreperson.
 - ii. Bargaining unit bids will be based on an hourly rate equivalent to time and a half their regular rate plus related payroll, benefit and

other direct overhead costs (e.g. Social Security and gasoline). The University will provide an updated rate to the bargaining unit, by trade, inclusive of such direct overhead costs at the beginning of each fiscal year. This rate will apply for any day of week or hour of day during the Project Work.

iii. Where a bargaining unit bid is accepted, work hours will be paid in accordance with the terms and conditions of the union contract. Overtime hours expended on Project Work will be considered in determination of equitable distribution of overtime (Article V, Section 3 (f)).

3. Awarding of the Project Work

- a. The University will evaluate bargaining unit bids taking various factors into account, including but not limited to, current and anticipated work assignments for the bargaining unit employees, skills, experience, availability of personnel, quality, cost and schedule requirements, contractor bids, and other factors the University deems relevant. For example, the University will not consider awarding work to bargaining unit employees that would require any employee to work excessive hours in any workweek, i.e. more than 30 hours of overtime in a workweek.
 - i. If, after taking all of the above factors into account, a bargaining unit bid is at equal or less cost than other bids, the bargaining unit bidder will be awarded the work.
 - ii. Where a bargaining unit bid is accepted but before work begins on Project Work, the bargaining unit member may refuse the work.
- b. The University will have the sole right to award or not award Project Work to bargaining unit employees and its decision cannot be grieved or arbitrated or challenged in any sort of forum or proceeding.
- c. If the bargaining unit bidder is not awarded the Project Work, a summary of the accepted bid will be shared with that bidder upon request.
- d. At the end of any project, Project Work documents will be available for viewing by the Union Steward(s).

4. Work Performance

- a. If selected, the bargaining unit employees shall complete the work as set forth in the bid evaluation form and in a high quality manner, within cost and schedule limitations, and as expeditiously as possible.
- b. If selected, the bargaining unit employees shall complete the work in accordance with applicable occupational health and safety standards,

hazardous materials abatement and disposal requirements, and in accordance with all applicable laws and regulations.

- c. In the event of unforeseen worksite conditions adversely affecting time and/or scope of the work, the effect these adversities have on the scope of this work must be discussed and agreed upon with the University prior to proceeding with any modification to the original bid proposal.
- d. If work performed by the bargaining unit member(s) on Project Work does not meet with the University's expectations, examples – substandard work quality, unsubstantiated cost over runs, non-compliance to schedules, etc...the University will not consider this member(s) for Project Work for a period of fifty (50) days.
- e. The parties will meet on January 5, 2011 and each January thereafter for the purpose of evaluating how the Project Work Bidding process works. They will meet on May 2, 2011 and each May thereafter for the same purpose.

APPENDIX E

EQUITABLE DISTRIBUTION OF OVERTIME (Side letter)

WESLEYAN UNIVERSITY

Physical Plant Department

Date: September 29, 2010

To: Physical Plant OPEIU Local 153 Bargaining Unit Employees

From: Cliff Ashton
Director of Physical Plant

As you may know, the current method of providing for equitable distribution of overtime to members of the bargaining unit is accomplished by offering overtime opportunities to employees based on a fixed rotation (i.e. the estimated overtime hours for the assignment are offered within each trade group according to the list of employees until the next person in line accepts the assignment).

There has been some sentiment that this is not sufficiently equitable. Different methodology has been suggested by the union negotiating team and a new method has been agreed upon that will be implemented this fiscal year.

Under the new method, when an overtime assignment becomes available, the assignment will first be offered to the individuals in the trade group that have the least number of overtime hours accumulated in that fiscal year as of the prior calendar month. Scheduled overtime assignments such as the weekend mechanic rotation will not be considered toward accumulated overtime in offering new overtime assignments.

In the event two employees with the same number of overtime hours worked are eligible for overtime, the assignment shall first be offered to the employee with the greater seniority.

Also, this method will not be used for assigning overtime work when overtime is needed to complete emergency or other work started during the normal work day schedule that should be completed that day. However, the hours worked will be considered toward accumulated overtime in awarding future overtime assignments.

Use of this new method for distributing overtime assignments will go into effect on the first of the month following ratification of the new Agreement.

The Director of Physical Plant retains the right to change the overtime distribution method, subject to the University's obligation to equitably distribute overtime in accordance with Article V, Section 3 (f). During the month of February of each year of the Agreement, the parties will meet to evaluate how the process has worked if either party believes it will be beneficial to do so.

Please contact me or your union stewards if you have any questions.

NOTICE OF NONDISCRIMINATION POLICY

Wesleyan University admits students without regard to race, color, religion, sex, sexual orientation, age, disability, or national or ethnic origin to all rights, privileges, programs, and activities generally accorded or made available to students at the University. It does not discriminate on the basis of race, color, religion, sex, sexual orientation, age, disability, or national or ethnic origin in admission to, access to, employment in or treatment in its programs and activities.