

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**LINCOLN UNIVERSITY OF THE
COMMONWEALTH SYSTEM OF HIGHER EDUCATION**

AND

**DISTRICT COUNCIL 88,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO**

LOCAL 2377

JULY 1, 2022 THROUGH JUNE 30, 2025

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2022 by and between THE TRUSTEES OF LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (hereinafter referred to as the "University") and DISTRICT COUNCIL 88, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO LOCAL 2377 (hereinafter referred to as the "Union").

The terms of this Agreement shall commence upon execution by both parties and shall continue in full force and effect until midnight on June 30, 2025. However, the pay rates set forth in Article 11 of this Agreement shall be in effect as of July 1, 2022.

This Agreement shall continue from year to year, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, by certified mail, at least sixty (60) days prior to the date of expiration.

WITNESSETH

WHEREAS, the University is furnishing an essential public service vital to the health, safety, and welfare of the Commonwealth of Pennsylvania;

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the health, safety, and welfare of the residents of the Commonwealth of Pennsylvania;

WHEREAS, the parties are desirous of establishing collective bargaining between the University and its employees represented by the Union and avoiding interruptions of and interferences with services to the community of the University; and

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the Union and the University; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Collective Bargaining Agreement
By and Between
Lincoln University of the Commonwealth System of Higher Education
And
District Council 88, American Federation of State, County, and Municipal Employees
AFL-CIO, Local 2377
July 1, 2022 through June 30, 2025

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Lincoln University of the Commonwealth System of Higher Education

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ARTICLE 1: RECOGNITION AND BARGAINING UNIT

Section 1.1 Exclusive Representation (SIDE LETTER OF AGREEMENT, ATTACHED)

The University recognizes the Union as the exclusive representative for collective bargaining purposes of and this Agreement shall apply to, the following University employees pursuant to the certification by the Pennsylvania Labor Relations Board in Case Number PERA-R-81- 396-E and as otherwise modified and agreed to by the parties:

In a subdivision of the employer unit comprised of all full-time, non-professional white collar employees, including, but not limited to: **Senior Administrative Assistant, Financial/Program Assistant, Department/Office Assistant, Administrative Assistant and the International Admissions Counselor & Foreign Student Advisor** and excluding professional employees, management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in the Act.

Section 1.2 Definition of "Employee"

For purposes of this Agreement, unless otherwise qualified, "employee" shall mean a person within the bargaining unit described in Section 1.1.

Section 1.3 Non-Discrimination

Neither the University nor the Union shall discriminate against or in favor of any employee on the basis of race, color, creed, national origin, sex, age, disability, marital status, sexual preference, union or political affiliation, or any other protected classifications.

The University and the Union are committed to the principle of non-discrimination in employment. The parties agree to abide by all federal, state, and local anti-discrimination laws. The parties also recognize their obligation to accommodate, where appropriate, qualified individuals with disabilities under the Americans with Disabilities Act. The parties further agree, however, that any accommodations made pursuant to the Americans with Disabilities Act shall be subject to the requirements of Article 5 of this Agreement (Seniority).

Section 1.4 Union Representation of Employees

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 2: UNION SECURITY AND PAYMENT OF DUES

Section 2.1 Union Membership

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her

membership in the Union, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

Section 2.2 Fair Share Fee

The employer and the Union hereby agree that all nonmembers of the Union within the AFSCME bargaining unit shall be subject to a fair share fee as provided for in ACT 84 of 1988 (S.B. 291) and any amendments thereto.

The Union shall notify the University in writing of any employee covered by this Agreement who has ceased to be a member of the Union in good standing and may request the discharge of such employee, the Union agreeing to set forth the reasons supporting its request for discharge, including the reasons why such employee ceased to be a member of the Union in good standing.

Section 2.3 Payroll Deductions

To the extent permitted by law, the Employer agrees to deduct a fair share fee from each pay of all employees in the bargaining unit who are not members of the Union according to Section 2.2 of this Agreement. Authorization from non-members to deduct a fair share fee shall not be required.

The University agrees to deduct the Union dues, and assessments, if any, from the pay of those employees who authorize the University in writing that such deductions be made. This authorization shall be irrevocable during the term of this Agreement. The amounts to be deducted shall be certified to the University by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, Pennsylvania 17111-1599.

The University agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union's Political Action League (PAL) Committee. The University shall make such deductions only in accordance with the written authorization of respective employees, which shall specify the amount, frequency, and duration of the deductions. Employee contributions to PAL will be sent to the AFSCME Council 13 Legislative Director, at the above address.

Section 2.4 Indemnification

The Union shall indemnify and save the University harmless against any and all claims, demands, suits, grievances, attachments, or other forms of liability that arise out of or by reason of action taken by the University for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligation of Union members; or by reason of the University's reliance upon any list, notice, request or assignment furnished under any of such provisions; or by reasons of any action taken by the Union.

Section 2.5 Check-Off Relief

The University shall be relieved from making check-off deductions for an employee upon:

- (a) termination of employment;
- (b) transfer to a job outside the bargaining unit;
- (c) layoff from work; or
- (d) an unpaid leave of absence.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 Management, Control, and Conduct of Affairs of the University

The parties agree that pursuant to Section 5 of the Lincoln University Commonwealth Act of 1972, "the entire management, control and conduct of the instructional, administrative, and financial affairs of the University are vested in the Board of Trustees under regulations established by the State Board of Education, and that except where limited by the University's by-laws and by the express terms of this Agreement, the property, business, and affairs of the University shall be managed and controlled exclusively by the Board of Trustees.

Section 3.2 Managerial Policy of the University

As provided in Section 702 of Act 195, matters of inherent managerial policy reserved exclusively to the University "include but shall not be limited to such areas of discretion or policy as the functions and programs of [the University], standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel, providing the action taken does not violate the specific terms of this Agreement.

Section 3.3 Management and Operation of the University

In addition, but without limitation to any of the foregoing sections of this Article, the control of all matters relative to the management and operation of the University shall be vested exclusively in the University except to the extent expressly restricted by the terms of this Agreement. These rights shall include, but shall not be limited to, the right to hire, discipline, discharge for cause, layoff, promote, recall, transfer and assign employees; to determine the number of employees and the duties to be performed by each; to fix hours of work and schedules of work; to contract out; however, the university will not use temporary employees or agency employees to permanently replace workers of the AFSCME bargaining unit or work done by this unit. Temporary employees may only be used in accordance with Section 4.3; and otherwise generally to manage the University so as to attain and maintain full operating efficiency. The University shall not exercise any rights under this clause with the intent to discriminate against any member of the unit by reason of his/her union activities.

ARTICLE 4: EMPLOYMENT STATUS

Section 4.1 Probationary Employee

The employment status of all employees newly hired or rehired shall be considered "probationary" until completion of ninety (90) days of employment. If, for any reason, the employee is transferred to a second position within the first ninety (90) days of employment, the employee will enter into an additional forty-five (45) day probationary period upon the expiration of the initial ninety- (90-) day probationary period. During and at the end of the probationary period, the University may discharge any such probationary employee in its sole discretion and such discharge shall not be subject to the grievance provisions of this Agreement. Probationary employees shall not be entitled to any benefits provided by this Agreement, except that an employee who has successfully completed his/her probationary period shall be entitled to holiday pay in accordance with Section 8.8 for any holiday falling within his/her probationary period; and provided further that the accrual of vacation time as set forth in Section 8.3 and the accrual of sick leave as set forth in Section 8.10 shall be retroactive to the beginning of the probationary period for any employee who has successfully completed his/her probationary period.

Section 4.2 Full Time Employee

A full-time employee is one who is hired by the University to work at least thirty (30) hours a week on a regular basis.

Section 4.3 Temporary Employee

A temporary employee is one who is hired for a period of up to six (6) months and is so informed at the time of hire, and who is hired to fill a temporary job or a temporary vacancy or for a special project or to replace any employee on leave or vacation. Temporary employees shall not be entitled to any benefits provided by this Agreement and shall not be included within the bargaining unit.

All but thirty (30) days of the continuous time period during which a temporary employee worked in a specific position shall be counted toward satisfaction of the ninety (90) day probationary period required by new hires provided the temporary employee becomes a regular full-time employee for the identical position he/she worked as a temporary employee.

Section 4.4 New Employee Orientation:

The Local Union or a Representative from District Council 88 shall have the opportunity to attend new employee orientation sessions conducted by the employer. The University shall provide notice at least ten (10) days prior to such session. The Union will be given up to thirty (30) minutes during the session to speak with new **employee covered by this bargaining agreement**. In the event the University does not hold an orientation session within thirty (30) days of the initial employment of an employee, the University

shall provide the Local Union President the name and work location of the employee and the Union will have up to thirty (30) minutes to meet with the employee.

Section 4.5 Employee Information Request:

1. The Employer shall provide the Union, on a monthly basis, a list of all employees covered by the collective bargaining agreement. This list shall contain the following information: employee name; employee identification number; home address; telephone number; position; department; work location [FOR EMPLOYERS WITH MULTIPLE LOCATIONS]; hourly and annual pay rate; work schedule; whether the employee is a member or nonmember; and most recent date of hire [OR YOU MAY WANT THE SENIORITY DATE INSTEAD].
2. The Employer shall provide this list electronically, in Excel or similar format. The electronic file shall be transmitted monthly by email to the District Council Staff Representative.

ARTICLE 5: SENIORITY

Section 5.1 Definitions

The definition of seniority shall be as follows:

- a. University seniority shall be defined as the length of time an employee has been continuously employed in a full-time capacity in the University beginning with the date on which the employee began to work full-time after last being hired.
- b. Position classification seniority shall be defined as the length of time an employee has worked continuously and full time in his/her present position classification and employee shall have position classification seniority in no more than one position classification at any time.

Section 5.2 Accrual

Seniority shall accrue as follows:

- a. An employee's University seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date on which the employee began to work full-time after last being hired.
- b. Position classification/grade seniority shall accrue after the completion of an employee's probationary period, if any, retroactive to the date on which the employee began to work full-time in the position classification/grade, and shall accrue during the time an employee works in that position classification/grade.

- c. When two or more employees in the same position classification/grade have the same start date, University seniority shall take precedence to determine seniority.
- d. When two or more employees have the same University seniority date, seniority will be applied based on draw by lot results.

Section 5.3 Loss of Rights

An employee shall lose all seniority rights and all other rights under this Agreement and shall cease to be an employee of the University when:

- a. the employee quits or resigns;
- b. the employee is discharged with just cause;
- c. the employee is absent from work for three (3) consecutive scheduled work days without notifying the University unless for reason satisfactory to the University;
- d. the employee fails to return to work at the conclusion of an approved leave of absence;
- e. the employee fails to notify the University of his/her intention to return to work within five (5) working days after recall from layoff, which recall shall be by registered mail to an employee's last known address, or fails to return to work within three (3) working days after the effective date of recall from layoff;
- f. the employee retires; or
- g. the employee is laid off for a continuous period of one (1) year or more.

Every six (6) months, the University shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union President and Chief Shop Steward when it is posted.

ARTICLE 6: WORK SCHEDULE

Section 6.1 Work Schedule

The normal workweek shall be thirty-seven and one-half (37.5) hours. The normal work day is seven and one-half (7.5) consecutive hours with a one (1) hour, unpaid lunch period. (8:00 A.M. - 4:30 P.M. OR 8:30 A.M. – 5 P.M.)

Flexible schedules shall be defined as a pre-established work schedule with a minimum of one-half hour (30-minute) unpaid lunch period. Employees shall be permitted to work a pre-established schedule in accordance with Section 6.3. All schedules are subject to approval by the employee's immediate Supervisor and the Office of Human Resources. The Payroll Department shall be notified in writing by the Supervisor of all approved flexible work schedules.

All employees whose approved work shift consists of seven and one half (7.5) or eight (8) hours on a normal scheduled workday, beginning before 8:00 a.m. or after 12:00 p.m., shall receive a pay differential of \$ 13.3% of their hourly wage.

SECTION 6.2 - Work Schedule Adjustments

It is expressly understood by the Union that certain adjustments in work schedules may be necessary to insure a staff that will meet the needs of the University. The University will give affected employees two weeks' notice prior to changing their regular starting and quitting times. It is understood that, if an employee desires to change his/her regular starting and quitting times, any such request must be made and approved by the Supervisor and the Office of Human Resources at least two weeks before the date when the requested scheduling change is to go into effect. It is further understood that nothing in this Agreement shall be construed as a guarantee by the University of the number of hours worked per day, per week, or per year.

SECTION 6.3 - Assignment of Overtime

Whenever it becomes necessary for the University to assign overtime work, the University, where possible, shall first ask for volunteers from among those employees within the office where the work is required who are deemed by the University to be qualified to perform the work. If two or more qualified employees wish to perform the work, preference shall be given to the employee with the greatest University seniority. If no one within the office volunteers, the University shall have the right to assign such work beginning with the least senior of those employees.

Irrespective of the above paragraph, if overtime work is available which, in the opinion of the University, is not attached to the work of a particular office and/or which the University feels should be offered to qualified employees regardless of the office in which they work, and the need for that overtime work is known sufficiently far in advance, the University shall ask for volunteers from among those employees deemed by it to be qualified to perform the work. If two or more qualified employees wish to perform the work, preference shall be given to the employees with the greatest University seniority.

If no qualified employees volunteer to perform the overtime work, the University may select employees to perform the overtime work and employees so selected may not refuse to perform the overtime work. When possible, the University will endeavor to give advance notice of overtime work to be performed.

SECTION 6.4 - Computation of Overtime

When it is necessary for an employee to extend his/her work day in his/her regular full-time assignment upon request or approval by the employee's supervisor, then the employee shall be paid one and one-half times (1.5x) of the employee's regular rate of pay for all hours actually worked in excess of thirty-seven and one half (37.5) hours actually worked in one workweek.

All employees, except Library Assistants, shall be paid two times(2x) the employee's regular hourly rate of pay for all hours worked on Sunday. Where a Library Assistant has worked at least thirty-seven and one-half (37.5) hour in any week, he/she shall be compensated at one and one-half times (1.5) of the employee's regular rate of pay for all hours actually worked in excess of thirty-seven and one half (37.5) hours actually

worked in one workweek, based on the federal Fair Labor Standards Act (FLSA) requirements.

Library Assistants would be paid two times (2x) of the employee's regular rate of pay for all hours worked on the seventh (7) consecutive day worked in a work week and for all hours worked on a Sunday during any period in which classes are not in session

If an employee extends his/her work day to complete additional assignments that are separate and distinct from his/her regular full-time assignment, i.e., grant funded special projects, then the employee shall be paid one and one-half times (1.5x) of the employee's regular rate of pay for all hours worked in excess of forty (40) hours actually worked in one workweek. An employee shall be paid two times (2x) the employee's regular hourly rate of pay for all hours worked on Sunday.

SECTION 6.5 - No Duplication or Pyramiding in Overtime Computation

There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he/she shall be paid for such time at the highest rate specified in any of such applicable provisions, but he/she shall not be entitled to additional pay for such time under any other of such provisions.

SECTION 6.6 – Timekeeping System

The University will provide a time keeping system for the University. Each employee shall **login** at the start and end of his/her workday and the start and the end of his/her lunch period. The University and the Union further agree that should any employee record time for another employee, it shall be grounds for the employees' immediate discipline up to and including discharge.

SECTION 6.7 - Lunch Break Periods

All full-time employees must take an unpaid lunch break of one hour. It is expressly understood that in order to assure necessary staffing, employees may be required to stagger their lunch hour. Employees must, however, notify the immediate supervisor prior to taking lunch, and all lunch hours shall begin no later than 2:00 p.m. unless specific work units dictate a different schedule. If voluntary staggering, in the University's judgment, does not result in necessary staffing, the University shall designate the times employees are to observe their lunch hour.

If, for some reason, a full-time employee is expressly required by his/her supervisor to work through his/her lunch period, he/she shall have the additional time worked counted as paid time worked.

SECTION 6.8 - Breaks / Rest Periods

Two (2) paid fifteen (15) minute rest periods, one in the morning and one in the afternoon, shall be granted each workday to all full-time employees, to the extent practical. These rest periods shall not be taken immediately prior to or immediately after lunch break, immediately after the commencement of the workday or immediately prior to the close of the workday. Employees must notify the immediate supervisor, prior to taking their lunch break.

SECTION 6.9 - Abnormal Working Conditions

In the event of inclement weather or abnormal conditions for which the Commonwealth of Pennsylvania issues a State of Emergency for a time period commencing within one (1) hour prior to the beginning and/or the end of an employee's scheduled shift as established by the University, an employee who reports to work within one (1) hour subsequent to the beginning of his/her scheduled shift and/or leaves work within one (1) hour before the end of his/her scheduled shift will be paid for the time missed. The employee must notify his/her supervisor and the Office of Human Resources at least one-half hour (30 minutes) before the start and/or end of his/her scheduled shift that he/she will be late or leaving early. If the employee attempts to contact the supervisor but is unsuccessful, then the employee's actual notification of the Office of Human Resources will satisfy this obligation. The Office of Human Resources may be notified by calling 484-365-8059 or 484-365-8000.

An employee who is released from duty by Management prior to the end of his/her scheduled workday, due to inclement weather or other emergency, shall be paid for the entire workday at the employee's regular rate of pay. If a full day closing occurs, employees shall be compensated for the full workday if employee is considered non-essential.

When abnormal working conditions exist in the employee's assigned work space, the Office of Human Resources may release employee(s) from duty with pay for the balance of the work day. If such conditions continue beyond the work day, the employee(s) may be reassigned to another work area.

Employees called into work outside of their regular work shift shall be guaranteed a minimum of four (4) hours of pay at straight time.

ARTICLE 7: PERSONNEL ACTIONS

Section 7.1 Position Vacancies

Current employees may apply for posted position vacancies. If an employee is interested in pursuing a specific vacancy, he/she must successfully complete the application process as noted on the job posting, or follow the guidelines as outlined in the applicable CBA. Any clerical position will remain open for 10 working days to allow bargaining unit employees to receive first consideration.

Current employees will not be considered automatically to fill vacant positions, and therefore are encouraged to apply as described above if interested in an open position.

Employees shall not be eligible to bid or transfer if, within the past two (2) years: (1) they have been rated in their current position below “meets expectations” on their performance appraisal; and/or (2) they have been disciplined for cause, as documented in their official personnel file.

Promotion to a higher paying position classification/grade and transfer to an equal or lower paying position classification/grade will be based on the needs of the University and the experience, skill, ability, recent overall performance appraisal and disciplinary action(s), if any, interview outcome, and/or seniority of the employee.

Except as set forth in Section 14.2, the University will fill vacant positions, covered by this agreement if at all, when possible, in accordance with the following procedure:

- a. A position vacancy shall be posted on the University website, with the closing date for internal candidates of ten (10) working days. Upon posting of the position vacancy, the Union President shall be notified by the Office of Human Resources. A listing of all position vacancies may be obtained from the Office of Human Resources.
- b. To the extent possible, position vacancies will be posted and filled within forty-five (45) days. Any position vacancy may be filled by temporary personnel until the position is filled by an internal or newly hired employee. The University may decide at any time not to fill a vacancy. The University shall notify the employee(s) who have bid and interviewed for a position vacancy of his/her non-selection.
- c. When an employee is promoted or transferred, he/she shall be on probation in the new position for thirty (30) days. During this period, the employee may be returned to his/her former position if his/her performance in the new position is deemed unsatisfactory by the supervisor. An employee who is promoted or is voluntarily transferred may request, in writing to the Office of Human Resources, within ten (10) working days of the effective date of the promotion or transfer, to

return to his/her former position. When an employee accepts a position that has fallen vacant as a result of the promotion or transfer of another employee, the employee shall do so with the understanding that a return may be made to the previous position if the first employee is returned to his/her former position.

A successful bidder on one position vacancy (including a new hire) may not bid on another position for a period of twelve (12) months. The University and the Union may agree to waive this restriction when extenuating circumstances exist.

Section 7.2 Performance Appraisal

Management shall complete at least one official performance appraisal report for employees who are not within their introductory or probationary period before the end of each fiscal year, June 30th, at a time determined by the University. The performance of those employees not evaluated during the designated time period shall be considered satisfactory. If an employee is on an extended and approved leave of absence during the appraisal period, the performance appraisal process shall be administered upon his/her return to work.

Section 7.3 Position Reclassification

The University shall determine whether any position requires reclassification. If reclassification occurs, the position shall be placed in the appropriate classification. The employee holding such position shall receive the hourly wage rate equivalent to the reclassified position on the established wage scale in Section 11.1, effective the date of the first day of the payroll period following the date the reclassification is approved. If a determination is made by the Union that an employee's position is not properly classified by the University, that position classification will be subject to the grievance procedure. In the event that the grievance for reclassification results in a determination that the position should be downgraded, the employee shall be demoted to the proper classification and his/her salary shall be red-circled, meaning that the employee's salary shall remain the same until such time his/her salary for such position classification is consistent with that of the established rate of pay for the position.

Section 7.4 Temporary Transfers

Temporary transfers or promotions may be made by the University without regard to seniority. Employees so transferred or promoted for a period in excess of one week shall receive the rate of their former job or the rate of the job to which they are transferred or promoted, whichever is higher. During periods of temporary transfer, employees shall continue to accrue position and classification seniority in the position and classification from which they have been transferred or promoted. They shall not accrue position and classification seniority in the position and classification to which they have been temporarily transferred or promoted.

Section 7.5 Transfer to a New Position

When an employee is transferred to or from a position, he/she shall remain in such position for at least one year to be eligible for transfer to another position.

Section 7.6 University Discretion

Nothing in Article 7 shall restrict the right of the University to require the transfer or promotion of employees because of organizational needs or other reason, or to demote or transfer an employee at any time because of unsatisfactory performance or organizational needs. The University retains the right to hire such applicants as it deems qualified in its sole discretion.

Section 7.7 Notification of Chief Shop Steward

The University shall notify the Union (Chief Shop Steward and the Union President) of all new hires, **employees who have applied and accepted another position**, transfers and reassignments within the bargaining unit and their classification as they occur. The University shall notify the Union of the hire date, job location and the classification of all temporary employees filling positions covered by this agreement as they occur.

ARTICLE 8: PAID TIME OFF

Section 8.1 Official Repository and Allotments

The University's Payroll/HR information system shall serve as the official repository for vacation, sick, and personal paid time off ("PTO") balances, leave accruals and usage and shall be used to verify paid leave benefits involved in termination, retirement, or transfer. PTO allotments shall be prorated for new employees according to their start date.

Section 8.2 Requests for PTO

PTO may be used as allotted and requires prior approval from the employee's immediate supervisor. The immediate supervisor has the discretion to approve or deny a request for PTO based on operational needs, as the needs of the University come first when scheduling PTO for an employee. To the extent possible, however, consideration will be given to any specific requests by an employee; competitive requests for the same time off shall be decided in favor of the employee with the greater University seniority.

Section 8.3 PTO for Vacation Leave

Regular full-time employees only shall be eligible for paid time off for vacation leave according to their length of service as follows:

Length of Service	Amount of Vacation that can be Accrued
Less than two (2) years	10 days or 75.00 hours/year
Two (2) years to 9 years	15 days or 112.50 hours/year
Ten (10) years and above	22 days or 165.00 hours/year

When a holiday occurs during a vacation, the holiday is not considered a day of vacation time. If vacation or other time in excess of two consecutive days is to be charged to the vacation accumulation of an employee, it must be scheduled and approved by the supervisor at least two weeks in advance. Exceptions to these requirements may be made for emergency situations by the Office of Human Resources. Employees may not take vacation days during the final two (2) weeks of their employment at the University.

SECTION 8.4 – Use or Lose PTO for Vacation Leave

"Use or Lose" vacation PTO is the number of hours/days in excess of the employee's maximum limitation for carry over into the next fiscal year. Employees may not carry forward to the next fiscal year more than the maximum amount of annual accrued / allotted vacation leave. Employees must "use" their excess vacation hours/days by June 30th or they will "lose" (forfeit) such hours/days except in extraordinary circumstances. If a supervisor is unable to grant an employee's request to use accrued vacation prior to June 30th due to operational needs or unforeseen circumstances beyond the employee's control, then, upon approval by the Office of Human Resources, the employee may carry forward to the subsequent fiscal year vacation accrual in excess of the annual accrued amount. Such excess vacation accrual shall be utilized no later than August 30th of the same year to avoid forfeiture. Under no circumstances may vacation accrual exceed the number of hours accrued in one year.

SECTION 8.5 - Direct Payment for Unused Vacation Leave

Direct compensation shall not be provided to employees in lieu of use of PTO for vacation leave. However, upon termination of employment or upon retirement, direct payment shall be made in the equivalent amount of the employee's accrued unused vacation time up to a maximum of forty-four (44) days. Under no circumstances will an employee receive payment for more than forty-four (44) days of vacation upon termination.

SECTION 8.6 -PTO for Holidays

The following days thirteen (13) shall be recognized as paid time off for holidays for fulltime employees:

New Year's Day

Federally Recognized Day of Reverend Dr. Martin Luther King, Jr. Birthday

Good Friday

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

The Friday after Thanksgiving Day

Two (2) normal working days immediately before Christmas Day

Christmas Day

One working day immediately after Christmas Day

New Year's Eve Day

If a holiday falls on a Sunday, the following Monday will be observed as the paid holiday and, if a holiday falls on a Saturday, the preceding Friday shall be observed as the paid holiday. If the needs of the University so require, the University may require that a holiday that falls on Sunday be observed on the preceding Friday and a holiday that falls on a Saturday be observed the following Monday.

If a full-time employee is required to work on any of the holidays set forth in this Section 8.8, he/she shall be compensated at two times (2x) his/her regular rate of pay for all hours worked on said holiday.

An employee who is scheduled to work on any holiday and does not work, unless for a reason satisfactory to the University, shall not receive holiday pay.

In order to be eligible for holiday pay, an employee must work the scheduled day before and the scheduled day after the holiday unless unable to do so for a reason satisfactory to the University. In the event that an employee claims to have been unable to work his/her last scheduled day before or first scheduled day after a holiday because of illness, that employee must present a doctor's certificate to the Office of Human Resources on his/her first day back if he/she expects to be paid for the holiday.

Holidays not worked but paid for will count as a day worked for the purpose of computing eligibility for overtime pay.

SECTION 8.7 - PTO for Personal Leave

Regular full-time employees who have completed successfully their probationary period shall be eligible for three (3) DAYS PTO for personal leave based on the number of months worked per fiscal year, starting July 1st, or on a prorated basis for new hires.

Personal days must be scheduled, if at all possible, at least one (1) week in advance. An employee whose employment with the University is separated shall not be

compensated for accrued and/or unused personal days. Unused PTO for personal leave shall not be eligible for carryover to subsequent fiscal years.

SECTION 8.8- PTO for Sick Leave

"Sick leave" is defined as leave necessitated by an illness or accident, which is non-work connected and not compensable under the worker's compensation. After any absence of five (5) or more consecutive scheduled workdays due to the illness of an employee (or an employee's family member's illness), to the extent permitted by law, an employee is required to present to the Office of Human Resources, as a condition of receiving any paid sick leave compensation, a physician's certificate indicating that an existing medical condition is preventing (or has prevented) an employee from reporting to work.

Employees with less than ninety (90) days service are not entitled to sick leave. Upon successful completion of ninety (90) days service, credit shall be given for such service for purposes of determining the number of sick days to which an employee is entitled from that point on.

Regular full-time employees who have completed successfully their probationary period shall be eligible for 1 day/7.5 hours/month; or 12 days/90 hours/year PTO for sick leave accrual based on the number of months worked per fiscal year, starting July 1st, or on a prorated basis for new hires.

When an employee is separated from the University, either voluntarily or involuntary, he/she will not be paid for unused sick leave days accumulated.

Earned PTO for sick leave may be used to supplement the portion of the employee's salary that is not paid by short-term or long-term disability insurance, and shall not exceed the employee's regular rate of pay per pay period.

To be eligible for PTO for sick leave, an employee shall notify his/her immediate supervisor within one (1) hour prior to the established or scheduled start time of work.

A physician's certificate indicating that an existing medical condition is preventing (or has prevented) an employee from reporting to work may be required to verify illness of three (3) or less days in the event a pattern of absence(s) is evident.

After an absence of five (5) consecutive scheduled workdays due to an employee or an employee's family member's illness, the employee is required to present a physician's certificate to the Office of Human Resources to substantiate the absence and continued paid sick leave compensation, and to establish a date of return to work. Additionally, a physician's certificate is required to determine whether or not the employee is eligible for a leave (or extended leave) of absence under the Family Medical Leave Act ("FMLA") or the University's Policy on Leaves and Absences. Upon request, employees shall be required to present to the Office of Human Resources a valid physician's certificate periodically until the employee is authorized to return to work from an approved leave or extended absence.

In accordance with the Family and Medical Leave Act, eligible employees are entitled to a maximum of twelve (12) weeks of unpaid leave for covered reasons under the Act or twenty-six (26) weeks of unpaid leave to care for a covered military service member with a serious injury in a twelve (12) month period. The employee will be required to substitute accrued paid leave to which the employee would otherwise be entitled, which will run concurrently with the FMLA leave; provided, however, the employee would be permitted to save five (5) accumulated sick days when taking twelve (12) weeks of unpaid leave under the Family and Medical Leave Act. Employees must provide a medical certificate to the Office of Human Resources prior to the effective date of leave, if "foreseeable."

Employees will be entitled to health care benefits while on leave under this Act. The employee will be responsible for paying his/her share of any employee contribution for such benefits.

Presentation of fraudulent information or a fraudulent statement from a licensed healthcare provider to justify sick leave will subject the employee to immediate disciplinary action or termination of employment at the time the fraud is discovered.

PTO for sick leave may not be substituted for PTO already used and recorded as personal and/or vacation leave.

An employee who becomes ill during working hours will not be paid for the balance of his/her working day, but can charge the time to his/her sick leave.

SECTION 8.9 - Donated Leave

Employees may donate to or receive up to ten (10) days of accrued vacation leave per fiscal year in full day increments only from other employees accrued vacation leave if: the receiving employee has been approved for an extended leave for six (6) days or more due to a catastrophic illness of the employee or the employee's dependent; the receiving employee has been employed by the University for at least twelve (12) months; and the receiving employee has exhausted all of his/her personal, sick, and vacation paid time off. The receiving employee shall be paid at his/her regular hourly rate of pay. Only the amount of donated leave necessary for each individual and episodic-specific event will be approved for credit to employee's PTO account for use only after the exhaustion of the employee's PTO. No employee shall be intimidated, threatened, or coerced into donating leave to another employee. The Office of Human Resources shall administer the donated leave process.

SECTION 8.10 - PTO for Bereavement Leave

Regular Full-Time Staff Employees are eligible for paid funeral or bereavement leave. Time off from work is for handling funeral arrangements and attending funeral and memorial services.

Bereavement for Immediate Family

A maximum of five (5) consecutive working days of paid leave may be granted per occurrence in the event of death of a benefits-eligible employee's spouse*, child (natural, adopted or step), parent (natural, adopted or step), sister, brother, or any relative residing in the employee's household on a permanent basis or for whom the employee is the primary care giver.

*spousal relationships (both opposite-sex and same-sex spouses) and not for opposite-sex or same-sex domestic partner relationships, where the parties are legally permitted to marry but choose not to do so.

Bereavement for Extended Family

A maximum of three (3) consecutive working days of paid leave may be granted per occurrence in the event of death of a benefits-eligible employee's mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, son-in-law, daughter-in-law, sibling of the employee's spouse or same-sex domestic partner.

Employees may, with their supervisor's approval, use vacation or personal time for additional time off as necessary.

Non-family Member

With supervisory approval, time off may be granted to attend the funeral of a close relative who does not meet the definition of immediate or extended family given above. Such absences will be charged, with supervisory approval to accrued vacation, personal days or leave without pay.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as overtime or shift differentials.

If death in the family occurs while an employee is on vacation or a holiday, bereavement leave shall be in addition to that time.

SECTION 8.11 - PTO for Jury Duty or Subpoenaed Witness in Court Leave

Full-time employees shall be granted a leave of absence with pay for time spent on jury duty or in court as a subpoenaed witness. Employees shall be paid the difference between any jury duty compensation or witness fees they receive and their regular wages for each day of service on jury duty or as a subpoenaed witness. The University requires proof of subpoena and proof of jury duty and witness fee compensation. The employee shall present to the Office of Human Resources the official correspondence from the court within five (5) days of receipt.

ARTICLE 9: UNPAID LEAVE

Section 9.1 Leave without Pay

Leaves of absence without pay, subject to the limitations set forth below, shall not be unreasonably denied by the University.

Section 9.2 Military Leave

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component shall be granted in accordance with applicable law.

Section 9.3 Non-Medical Leave

A leave of absence without pay for reasons other than properly certified medical disability ("nonmedical leave") shall not be granted for a period in excess of 30 days.

Section 9.4 Pyramiding Prohibition

There shall be no pyramiding of leaves of absence.

Section 9.5 Holidays

An employee on leave without pay shall not be entitled to holiday pay.

Section 9.6 Outside Employment Prohibition

Employees on leave of absence without pay shall not be permitted to accept other employment during their leave without pay. Violators shall be subject to immediate discipline up to and including discharge.

Section 9.7 Seniority Accrual during Unpaid Leave

An employee's position classification/grade and University seniority, as defined in Articles 5 and 11 shall be frozen and shall not accrue during any leave without pay, except as otherwise required by law. An employee shall not earn any vacation days or sick days during unpaid leave, except as otherwise required by law.

ARTICLE 10: HEALTH, WELFARE, AND EDUCATIONAL BENEFITS

Section 10.1 University-Sponsored Benefits

The University shall, to the extent set forth in this Article 10, provide an employee benefit program that provides for life insurance, short and long term disability insurance, medical insurance, dental and vision insurance. The terms of such program are

incorporated herein by reference. All employees who have successfully completed their probationary period and have been notified by the Office of Human Resources of such change in employment status shall be eligible for inclusion within the aforesaid benefit program, except as provided in this Article 10 or as otherwise provided by the plans themselves.

The employee monthly contribution to the premiums for medical coverage, if any, under the HMO "base plan" of the University Cafeteria Plan shall be 10% of the total cost of the employee only, single premium coverage and **30%** of the total cost of the premium for all other levels of coverage.

Should the University decrease the contribution rate of the employee portion of premiums and/or any aspect of the aforesaid program for other benefited employees at the University pursuant to a newly negotiated collective bargaining agreement with such employees' labor representative(s), the same change(s) shall also apply to the employees and dependents covered by this Agreement for the duration of this Agreement. The University agrees to meet and discuss the above contemplated changes with the Union prior to implementation.

Management will provide life insurance coverage after ten (10) years of full-time service at one-half ($\frac{1}{2}$) of the employee's salary upon retirement at the age of sixty-two (62).

Full-time employees may participate in University-sponsored benefit programs, beginning on the 1st of the following month in which the employee was hired. An exception to this is the life insurance plan in which employees participate during their first year of employment.

With regard to the employee benefit program, the Union will be provided representation on the committee not to exceed two (2) members of the bargaining unit. The committee will review and make recommendations concerning any changes in the carriers, which provide health care benefits to University employees. This committee would be entrusted with the responsibility of reviewing any proposals for changing the carrier(s), including associated costs and the impact of such costs on union employees at the University, before a change in the carrier(s) could be made. It is understood that any changes in carrier(s) would provide substantially equal or better coverage for the employee.

Section 10.1.2 Benefits for Domestic Partners

Lincoln University extends domestic partners and their dependent children the same benefits and privileges afforded to legal spouses and dependent children of benefits-eligible employees. Lincoln defines a domestic partner as a non-related adult; with whom you are in a committed relationship. Both you and your domestic partner must be at least 18 years old, committed as a family in a long-term relationship of indefinite duration and are socially, emotionally, and financially interdependent in an exclusive mutual commitment in which you agree to be responsible for each other's common welfare and share financial obligations.

This policy is intended to cover domestic partner relationships, and not persons who are cohabiting simply as roommates. Legally married same-sex couples are not subject to this policy and have the same rights and benefits as legally married opposite-sex couples. For more details regarding benefit eligibility, please refer to the Benefits for Domestic Partners Policy HRM-127, located on the Office of Human Resources web page.

Section 10.2 Disability Plan

The present disability plan shall be continued by the University for all full-time employees covered by this Agreement who have completed one (1) full year of service with the University. The terms of such plan are incorporated herein by reference.

Section 10.3 Retirement Plan

The present retirement plan, with its current eligibility provisions, carried with the Teacher's Insurance and Annuity Association - College Retirement Equities Fund (TIAA-CREF") shall be continued by the University. The University shall contribute to this plan at the rate of 5% of an employee's salary. The University will increase its contribution up to an additional 5% provided that the employee matches the University's additional contribution on a one-to-one basis. Participation in the plan is voluntary. Should the employee elect not to contribute to the retirement plan, then the University shall not be required to make any contribution above the 5% stated above. The terms of the aforesaid plan are incorporated herein by reference.

Section 10.4 Tuition Remission

Upon satisfactory completion of an employee's probationary period, the employee shall be eligible for tuition remission for himself/herself and his/her dependents and spouse the first semester following the completion of the employee's probationary period. Employees shall be subject to established procedure, guidelines, and/or policy for tuition remission as set forth by the University.

Upon approval by the employee's supervisor, an employee may take up to two (2) undergraduate courses during the Fall and two (2) undergraduate courses during the Spring semester, and one (1) undergraduate course during the Summer semester provided that the University meets its regular full pay student enrollment level quota to offer the course during that semester. When the employee enrolls in courses offered by the University, and the course schedule conflicts with his/her work schedule, the course schedule shall be approved by the employee's supervisor. When an employee is absent from work to attend any course in which he/she is enrolled at the University, the employee shall make up the work time missed in the same workweek by reducing his/her lunch period from one (1) hour to thirty (30) minutes, reporting to work one-half hour (30 minutes) before his/her scheduled workday begins, or remaining at work one-half hour (30 minutes) after the scheduled workday ends.

Any dependent may take undergraduate courses for eight (8) semesters or up to 128 credit hours, whichever comes first. A dependent may not be enrolled for more than

eight (8) semesters. Room, board, general, and miscellaneous fees for enrolled dependent shall not be covered by the University's tuition remission program.

Section 10.5 Training and Professional Development

In the discretion of the University, employees may attend and participate in training and professional development activities that enhance their skill levels or are required to perform the essential functions of their current position. Employees shall follow established University policies and procedures for PTO, travel and registration for training and professional development activities.

ARTICLE 11: COMPENSATION

Section 11.1 Base Compensation

All current employees shall receive to their FY2023 base hourly rate, a 2% increase, retroactive to July 1, 2022 a 2 % increase to their FY2024 base hourly rate, effective July 1, 2023; and a 2 % increase to their FY2025 base hourly rate, effective July 1, 2024. The table below outlines the base hourly rate by fiscal year for each Position Grade and Job Title/Classification covered by this Agreement.:

New Grade / Class	Job Title/Classification	FY2023 Hourly Rate* (+2%)	FY2024 Hourly Rate (+2%)	FY2025 Hourly Rate (+2%)
Grade 4	Senior Administrative Assistant	\$27.95	\$28.50	\$29.07
Grade 3	Financial / Program / Department Assistant	\$27.15	\$27.69	\$28.24
Grade 2	Administrative Assistant	\$24.37	\$24.85	\$25.34
Grade 1	Office Assistant	\$22.12	\$22.56	\$23.01

*Over the duration of this contract period, the starting hourly rate for newly hired employees shall be that of the FY2023 rate of the position classification/grade for which they are hired.

Section 11.2 Variable Compensation

Employees with an Associate's degree from an accredited institution of higher education or professional certification in a related area shall be eligible to receive an additional \$0.50/hour. Employees with both an Associate's degree and a Bachelor's degree from an accredited institution of higher education in a related area will receive an additional \$0.75/hour. Proof of degree via official transcript or the original certificate or official document issued by the granting institution shall be presented to the Office of Human Resources for review and verification. The hourly rate change shall go into effect on the first working day of the next period after receipt of documented verification in the Office of Human Resources.

Employees with significant years of continuous service (longevity) at the University shall be eligible for additional compensation according to the table below, which shall go into effect on the employee's anniversary date:

Years of Service	Hourly Rate
5 - 9 years	0.27
10 - 19 years	0.34
20 + years	0.41

The aforementioned longevity variable compensation shall not be cumulative.

Section 11.3 Compensation for Performing Out-of-Class Duties

An employee who is assigned out-of-class duties in excess of five (5) consecutive scheduled workdays shall receive the appropriate rate of pay on the salary wage scale or the employee's current rate of pay, whichever is greater, for the duration of the assignment. Starting on the sixth (6th) consecutive workday, the employee shall be compensated the hourly rate according to the bargaining unit position classification as set forth in Section 11.1.

Section 11.4 Direct Deposit Requirement

All employees shall be required to have their payroll earnings directly deposited into a U.S.-based financial institution of their choice.

Section 11.5 Paydays

Payroll earnings shall be paid at a minimum of two times per month. When a pay day Friday falls on a holiday, the workday preceding the holiday shall be pay day.

ARTICLE 12: DISCIPLINE AND DISCHARGE

Section 12.1 Discipline and Discharge Administration

The University shall have the right to discipline or discharge employees for just cause. The University shall administer the disciplinary or employment termination process in a manner that does not embarrass an employee before other employees or the public when practical.

The University will employ a progressive disciplinary or termination of employment process to address employee misconduct; however, exceptions to these processes, based on the nature or impact of the acts(s) of misconduct, will be made as necessary.

The specific sequence of steps to be followed may include verbal counseling, formal written warning, suspension without pay, and termination of employment (discharge). These steps to be followed will be determined jointly by the employee's immediate supervisor, department administrator, and the Office of Human Resources.

The following categories include, but are not limited to, types of conduct that constitute just cause and are the basis for disciplinary action or termination of employment with the University: Violation of University policy or work rule; failure to adhere to department guidelines or University procedures; immorality, act(s) of misconduct, incompetence, disloyalty, negligence, unacceptable attendance record, unsatisfactory or substandard performance, and/or willful and persistent insubordination. Such causes are illustrative only.

The employee shall have the right to Union representation during disciplinary or investigatory meetings that may lead to disciplinary action.

The Union shall have the right to grieve all discharge personnel actions at Step 2 of the grievance and arbitration procedure set forth in Article 13.

In the event an employee is suspended or discharged, the University shall notify the employee affected and the Union in writing, but no more than three (3) working days after the effective date of the suspension or discharge.

Probationary employees may be disciplined, suspended, or discharged with or without cause and such actions shall not be subject to the grievance and arbitration procedure.

Upon written request by an employee to the Office of Human Resources, notices of disciplinary action (i.e., written warning(s) and suspension notice(s)) shall be removed from employee's official personnel file two (2) years from the date of issuance, if no other infraction(s) of the same or similar type have been entered during that period or unless removed through the grievance or arbitration procedure as set forth in Article 13.

Section 12.2 Attendance

Employees are expected to maintain an acceptable attendance record by reporting to work as scheduled and remaining at work until the end of the scheduled workday. Employees are expected to follow established department procedures for reporting absence, lateness, or early departure from work, requesting leave and PTO, and returning to work upon authorization after an approved leave of absence.

An employee's attendance record may be considered unacceptable under the following circumstances: 1) an employee has a history of not following established departmental procedures for reporting absence(s); 2) an employee has exhausted his/her paid time off balance and continues to be absent without University approval; 3) an employee has a history of absence(s) suggesting the employee is using sick leave for purposes not allowed by the University; or 4) an employee has a pattern of absence(s), early departures, or occurrences of lateness which adversely impact University operations and/or an employee's performance. For the purpose of determining lateness, an employee is late when he/she reports to work any time after the designated and/or established start time of the scheduled workday.

Absence(s) of three consecutive scheduled workdays without proper reporting shall be considered job abandonment and the employee's voluntary resignation if, prior to the beginning of the fourth consecutive scheduled workday, the employee does not follow departmental procedures for reporting such absence or the immediate supervisor is not made aware of any extenuating circumstance(s) that has prevented the employee from reporting to work or reporting the absence.

Section 12.3 Unsatisfactory or Substandard Performance

When an employee's overall performance has been rated as "unsatisfactory," the appropriate personnel action shall be taken by management, which may include the development and implementation of a performance improvement plan ("PIP"), a form of disciplinary action to correct performance deficiencies. The PIP shall be administered by the employee's supervisor in conjunction with the Office of Human Resources. The employee's failure to demonstrate satisfactory performance under a PIP could lead to further disciplinary action up to and including discharge.

ARTICLE 13: GRIEVANCE AND ARBITRATION

Section 13.1 Grievance Definition and Procedure

A grievance shall be defined as any difference between the parties regarding the interpretation or application of any of the provisions of this Agreement. Such difference shall be treated as a grievance and an earnest effort shall be made to settle such difference immediately through the following procedure:

Step 1: Within ten (10) working days after the occurrence of an event upon which a grievance is based, an employee having a grievance and/or a Shop Steward shall submit a written grievance notice to the Office of Human Resources, stating

precisely the character of the grievance, the section or sections of this agreement allegedly violated, and the remedy sought. The Supervisor shall respond in writing to the grievance within five (5) working days after submission of the grievance. If the Union is not satisfied with the Supervisor's response, the grievance may be appealed in writing to Step 2 within five (5) working days after receipt of the Supervisor's response.

Step 2: A conference will be held between the employee submitting the grievance, a Shop Steward, a Union representative, the Office of Human Resources, and designated representatives of the University within fifteen (15) working days of receipt of the appeal. The University's decision shall be due in writing within ten (10) working days after the conference is held. If the grievance remains unsettled, it may be appealed by the Union within fifteen (15) working days after receipt of the University's written decision. If a settlement has not been reached at this point, the grievance shall be escalated to mediation.

Section 13.2 Mediation

If a grievance is not resolved at the Step 2 level, then, within five (5) working days, either the Union or the University may escalate the grievance to mediation. Either party will contact the Pennsylvania Bureau of Mediation ("PBM") to schedule a hearing to attempt to resolve the grievance. The Union and the University shall mutually agree with the mediator on a date for the mediator to hear the grievance. If a settlement is not reached in mediation, within five (5) working days, the Union will notify the University of its intent to arbitrate.

Section 13.3 Arbitration

If a grievance is not resolved at mediation, the Union may escalate the grievance to arbitration and notify the PBM and the University within fifteen (15) working days after receipt of the mediator's decision. The Union and the University shall select an acceptable arbitrator from the PBM list by alternatively striking names from such list.

Section 13.4 Arbitrator Jurisdiction and Authority

The Arbitrator shall have jurisdiction and authority only to apply and interpret the provisions of this Agreement. He/she shall have no power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall he/she substitute his/her discretion for that of the University or the Union where such discretion has been retained by the University or the Union; nor shall he/she exercise any responsibility or function of the University or the Union.

The Arbitrator's award shall be made in writing and shall be rendered within thirty (30) calendar days after the close of the proceedings.

Section 13.5 Arbitrator's Decision

The decision of the Arbitrator on any matter within his/her jurisdiction shall be final and binding on the Union, the University and the grievant. The expenses and fees of the Arbitrator shall be shared equally by the University and the Union.

Section 13.6 Class Action Grievances

"Class action" grievances may be presented at the Step 1 of the grievance procedure. A "class action" grievance is understood to mean a grievance common to numerous employees where it would be burdensome and impractical to require the filing of a separate grievance for each of the employees involved.

Section 13.7 Grievance Resolution

Any grievance of any kind which has been presented under the grievance procedure and which is not appealed to the next step within the applicable time specified above, and any grievance which has not been submitted under the grievance procedure within the time period for presentation of grievances, shall be considered as settled and/or resolved and shall not be subject to further discussion or appeal.

Section 13.8 Union Representation

Employees shall be permitted to have a Union Steward and/or full-time Union representative present at each Step of the grievance procedure. It is expressly agreed that the unavailability of a Union Steward or full-time Union representative shall not affect the time restrictions set forth in Steps 1 or 2.

Section 13.9 Shop Stewards

The Union will inform the University of the official Chief Steward and two other stewards. The activities of these representatives shall not interfere with their work for the University or with the work of other employees.

Section 13.10 Payment to Shop Stewards

Time spent by a Steward, during regular working hours, in connection with the processing of a grievance through Steps 1 and 2 of the grievance procedure, will be paid for by the University, calculated at the Steward's regular rate of pay. It is expressly understood between the University and the Union that the foregoing sentence includes time for investigating grievances only as provided in Section 13.10 below. The grievant will be paid only for time spent during regular working hours in connection with the processing of his/her own grievance through Steps 1 and 2.

Section 13.11 Permission to Investigate

Whenever a Union Steward finds it necessary to leave his/her job to investigate a grievance, the Steward must first receive the permission of his/her Supervisor. Such

permission shall not be unreasonably denied by the University. In addition, in order to be paid for time spent in investigation, a Steward must inform his/her supervisor and the Office of Human Resources, prior to leaving for the investigation and immediately upon return, of the exact time spent on investigating.

Section 13.12 Time Limits Extension

The time limits set forth in this Article may be extended by mutual written agreement of the Office of Human Resources and the Union.

ARTICLE 14: LAYOFF

Section 14.1 Layoff Procedure

In the event of a layoff or job elimination, the following shall occur:

- a. Notice shall be given by the University to the Union, at least two weeks prior to the effective date of the layoff or job elimination.
- b. Employees in the affected position classification/grade will be laid off in inverse order of their University seniority according to the position classification/grade in which the employee is assigned, provided the remaining employees within the position classification/grade have, at that time, the required experience, skill, and ability to perform the remaining jobs within the position.
- c. The Union's Executive Officers (namely, the President, Vice President, Treasurer, and Secretary) and the Chief Shop Steward will have "super seniority" and will be the last employees affected by such a layoff. The affected Executive Officers will have the right to exercise their bumping rights or take the layoff. The least senior employee within that Officers classification/grade would be bumped.
- d. Job Elimination. Employees in the affected position shall be able to bump by seniority into another classification/grade provided the employee has the required experience, skill, and ability to perform the duties of the classification and successfully completes a thirty (30) day probationary period. The University retains the right to retain such employees as it deems qualified (knowledge, skill and ability) in its sole discretion.

The University retains the right to retain such employees as it deems qualified who have the knowledge, skill and ability in its sole discretion.

An employee shall not be entitled to any rights or benefits, including but not limited to PTO, under the Agreement during any period of layoff, except as set forth in Article 5. In the event of a recall from layoff, notice shall be sent to the employee's last known address by U.S. Certified and Regular Mail. The employee shall keep the University informed of his/her last known address.

Section 14.2 Position Vacancies during Layoff

Whenever a vacancy occurs in a position and the University decides to fill that vacancy, employees who are on layoff in that position shall be recalled in accordance with their University seniority provided they have, at that time, the required experience, skill, and ability to perform the job. If a vacancy occurs in a position and the University decides to fill that vacancy and there are no employees on layoff in that position who have, at that time, the required experience, skill, and ability to perform the job, the laid off employee with the most University seniority will be recalled if he/she has, at that time, the required experience, skill, and ability to perform the job and if not, the next senior qualified employee will be recalled.

ARTICLE 15: NO STRIKES OR LOCKOUTS

Section 15.1 Strikes and Lockouts Prohibition

For the duration of this Agreement, there shall be no strikes, slowdowns, work stoppages, picketing, or other interference with or interruption of work at any of the University's operations by the Union or by any of the employees covered by this Agreement. There shall also be no lockouts by the University for the duration of this Agreement.

Section 15.2 Violation of Strikes and Lockouts Prohibition

In the event of any violation of Section 15.1, the Union shall immediately notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

Any employee who violates the provisions of this article may be subject to disciplinary action up to and including discharge by the University and shall not be entitled to any benefits or wages whatsoever. Any disciplinary or discharge action taken by the University under this section shall be subject to the grievance procedure.

ARTICLE 16: UNION ACTIVITY

Section 16.1 Engagement in Union Activity

No employee shall engage in any union activity, including the distribution of literature, which would interfere with the performance of work during his/her working time or in working areas of the University at any time, except as provided in Article 13. An employee's lunch period and rest periods are not considered his/her "working time" for purposes of the preceding sentence.

Section 16.2 Discrimination Prohibition

The University shall not discriminate against any Steward for his/her participation in union activities.

Section 16.3 Access to University Premises

Representatives of the Local Union of the American Federation of State, County, and Municipal Employees or of the District Council shall have reasonable access to the University's premises anytime during working hours upon prior notice to the Office of Human Resources, for the purpose of administering this Agreement.

Section 16.4 Labor and Management Committee

The parties shall create a Labor and Management Committee composed of three (3) employees to be named by the Union and at least two (2) to be named by the University. This Committee shall meet **quarterly with a prescheduled time and place** and discuss any issues that affect the bargaining unit. The Union will notify the Office of Human Resources when the District Representative has been invited to be in attendance.

ARTICLE 17: MISCELLANEOUS

Section 17.1 Bulletin Boards

The University agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Union. The Union shall limit the posting of notices and bulletins on such bulletin boards to Union business.

Section 17.2 Agreement Conflict with Law

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law and such law shall prevail. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 17.3 Legislative Action

In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, that provision shall become effective only if such legislative action is taken. In the event the legislation is not passed with respect to a specific subject matter, the parties hereto shall have the right to renegotiate regarding the subject matter contained in the appropriate article in a manner permitted by law.

Section 17.4 Agreement Approval

This Agreement is subject to the approval of the University's Board of Trustees.

Section 17.5 Union Inclusion on University Committees

The parties agree that AFSCME representation will be included on University Committees, including, but not limited to, Safety and Wellness, that have an impact on the AFSCME bargaining Unit. This does not include any Committees that may be excluded because of agreements with other Labor Organizations.

ARTICLE 18: WAIVER

Section 18.1 Acknowledgement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that the understandings and agreements arrived at thereafter are contained in this Agreement.

Section 18.2 Waiver of Rights

The University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the rights, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject matter not specifically referred to or covered in this Agreement.

**ORIGINAL SIGNATURE PAGE ON FILE
IN
THE OFFICE OF HUMAN RESOURCES**

AFFIRMATION

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hands and seals.

**FOR: DISTRICT COUNCIL 88
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES – AFL-CIO**

By: Karen M. Parker
Karen M. Parker
AFSCME, Staff Representative

By: Caprice A. Love
AFSCME, Local 2377
Committee Member

By: Kristeen Clarke
AFSCME, Local 2377
Committee Member

By: Diana D. Neilam
AFSCME, Local 2377
Committee Member

**FOR: LINCOLN UNIVERSITY OF THE
COMMONWEALTH SYSTEM OF HIGHER
EDUCATION**

By: Brenda A. Allen, Ph.D.
Brenda A Allen, Ph.D.
President

By: Charles T. Gradowski
Charles T. Gradowski
Vice President, Finance & Administration

By: Jake Tanksley
Jake Tanksley, SPHR, SHRM-SCP
Vice President of Human Resources

By: Rochelle Gray
Rochelle Gray
Associate Vice President of Labor & Employee
Relations & Operations