

AGREEMENT

BETWEEN MARQUETTE UNIVERSITY AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

September 1, 2019 through August 31, 2022

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THIS AGREEMENT is entered into effective the 1st day of September, 2019 by and between Marquette University, hereinafter referred to as the "University", and Service Employees International Union, Local 1, hereinafter referred to as the "Union." It shall govern employees as defined in Article II who are employed by the University in its BUILDING AND RESIDENCE HALLS at Milwaukee, Wisconsin.

Witnesseth: Whereas, it is the desire of both parties in this Agreement to establish relations conducive to the best interest of both parties, to prevent strikes and facilitate the peaceful adjustment of differences that may arise from time to time and to insure harmony, efficiency, and mutual respect and consideration, to that end the employees through their Union, and the University hereby mutually agree as follows:

ARTICLE I – MANAGEMENT RIGHTS

Section 1. The management of the University's Department of Facilities Planning & Management and the direction of the work force, including the right to hire, assign, discharge for just cause, and the right to reduce the work force because of lack of work or budgetary constraints is vested exclusively in the University.

Section 2. The University may establish and enforce reasonable work rules in connection with its operation and the maintenance of discipline, providing such rules are not contrary to the terms of this Agreement and that, in general, they apply to other non-academic employees of the University in similar job classifications. In the event that there is a disagreement between the University and the Union as to what constitutes "reasonable" under this section, Article VII Grievance Procedure of this contract shall apply.

Section 3. In the event of a change of equipment or methods of operation, the University shall have the right to reduce the work force if, in the sole judgment of the University, such reduction of force is fairly required. Nothing in this Agreement shall be construed to restrict the right of the University to adopt, install or operate new or improved equipment or methods of operation. Service Managers, Custodial Coordinators, or any supervisory personnel shall not perform bargaining unit work except in an instructional, experimental, or supplemental capacity. It is not the intent of the University at any time to supplant bargaining unit work.

Section 4. Nothing herein contained shall be intended or shall be considered as a waiver of any of the usual inherent and fundamental rights of management, whether the same were exercised heretofore, and the same are hereby expressly reserved to the University.

ARTICLE II – RECOGNITION

Section 1. The University hereby recognizes the Union as the exclusive bargaining agent of employees at Marquette University employed as CUSTODIANS as specified in the certification issued by the National Labor Relations Board, excluding casual employees, service managers and all other employees.

Section 2. For the purpose of this Agreement, a regular full-time employee is one who is scheduled to work between thirty (30) and forty (40) hours per work.

For purposes of this Agreement, a regular part-time employee is one who is scheduled to work between twenty (20) and thirty (30) hours per week.

Employees working fewer than twenty (20) hours per week shall not be considered regular full-time or regular part-time employees. It is the intent of the University not to hire part-time employees working less than twenty (20) hours per week to reduce the hours of regular full-time or regular part-time employees.

ARTICLE III – UNION SECURITY

Section 1. All present employees who are not members of the Union on the effective date of this provision and all employees who are hired thereafter may, but are not required to, become and remain members of the Union on and after the thirty-first (31st) day following the beginning of their employment, or on or after the thirty-first (31st) day following the effective date of this provision, whichever is later.

The University will deduct from each paycheck of each month the Union dues of each employee covered by this Agreement for whom the University has signed authorizations. The Union shall notify the University of the dues structure and amounts to be paid. Dues should be remitted on a monthly basis, not quarterly. The University shall provide information for each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis with the remittance. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include the worker's full name, last four social security numbers, home address, and amount of dues paid during the current month of payment. The remittance report shall also include any bargaining unit employees who have left the employment of the University in the month of the report. The Union shall provide a standardized formatted spreadsheet to the University.

Section 2. The University will present to all new covered custodial employees a Union membership application/dues deduction authorization form at the time of hire (such forms to provided by the Union to the University). Not less than three (3) calendar days in advance of the date on which a new bargaining unit employee will be meeting with the University's Human Resources Department for new-hire paperwork, the University shall provide to the Union via electronic mail (email) the date and time of that meeting, which shall be considered an invitation for the Union to send a representative to meet with the new employee at the University's Human Resources Department at that time on that date.

Section 3. The University shall deduct from the wages of those employees covered by this Agreement, who have acquired thirty-one (31) days of seniority, and who voluntarily authorize such deductions on the forms provided by SEIU Local 1 for that purpose, the current Union dues uniformly required as a condition of membership in the Union. Any employee who is paying dues or an amount equal to dues may stop making those payments by giving thirty (30) days' written notice to both the University and the Union. The University will honor employee check-off authorizations unless they are revoked in writing, irrespective of the employee's membership in the Union.

Section 4. The University agrees to deduct and transmit to Service Employees International Union (SEIU), Local 1, on the same schedule as regular membership dues, all Committee on Political Education (COPE) monies from those employees who voluntarily authorize in writing such contributions on the forms provided by the Union and submitted to the University for that purpose. The University will identify the employee making the contribution and the amount of the contribution to the Union.

Section 5. Twice per year the Union shall be able to request a report and the report shall include the following information for the entire bargaining unit, to the extent the University has such information: the worker's full name, last four social security numbers, wage rate, worksite address, hours scheduled per week, home or mailing address, home phone number, personal wireless telephone number, electronic e-mail address. The University shall provide the report in a standardized formatted commercially available spreadsheet.

ARTICLE IV – NO DISCRIMINATION

Neither the University nor the Union shall discriminate against any applicant or employee on the basis of sex, race, color, religion, age, marital status, veteran's status, national origin, disability, sexual orientation, or any other protected status as defined in any Federal or State law, statute or administrative rule.

ARTICLE V – PROBATIONARY EMPLOYEES

Section 1. New employees shall remain probationary and shall not become regular employees until the completion of ninety (90) calendar days of service from the date of the last hiring. Upon completion of ninety (90) calendar days of probationary service, employees shall enjoy seniority from the last date of hiring.

Probationary employees shall have no seniority rights during the probationary period and their employment may be terminated at any time in the sole discretion of the University. If discharged during the probationary period, such discharge shall not be subject to the grievance procedure. A probationary period may be extended, based upon the employee's work performance, not to exceed sixty (60) calendar days, by mutual consent of the University and the Union.

Section 2. An employee in a probationary status will not be considered for any other position until satisfactory completion of the probationary period; however, if no other qualified internal custodial candidate is interested in applying for a position, a probationary employee may be considered for a position, provided overall staffing and service needs will not be adversely affected.

Section 3. An employee in the initial ninety (90) day probationary status shall not receive holiday pay for any University-observed holiday during the probationary period; however, if a probationary employee is scheduled to and does work on a University-observed holiday, that employee shall be eligible for holiday pay.

Section 4. An employee in probationary status shall receive a probationary pay rate during the probationary period.

ARTICLE VI – SENIORITY

Section 1. Layoff and Recall. In laying off or recalling former employees, or in the reduction of hours, seniority shall prevail, meaning the last employee hired shall be the first laid off, and the last employee laid off shall be the first to be recalled unless the employee does not have the physical qualifications and necessary skills to perform the available job in a satisfactory manner in the just opinion of the University.

Section 2. Order. Layoffs, recall, or the reduction of hours shall be determined by the following order:

- (a) Temporary employees.
- (b) Probationary employees.
- (c) Regular part-time employees.
- (d) All other employees.

Section 3. Notice of Layoffs. The University shall notify the Union and the employees at least thirty (30) days before layoffs are effective.

Section 4. Definition of Seniority. Seniority is defined as the period starting from the first (1st) day the employee is hired by the University and continuing until the employee: (a) quits, (b) is

discharged for just cause, (c) is absent without notice or excuse acceptable to the University for three (3) or more working days, (d) fails to report to work within seventy-two (72) hours after the University sends a registered letter to the last address known to the University, containing a written notification to return to work, or (e) has been in lay-off status for a period of twelve (12) months or more.

Section 5. Recall after Layoffs. An employee still on the seniority list will be recalled to work by registered mail sent to his/her last address on the University records. If the notice is sent to the last known address and is then returned to the University unopened, this will have fulfilled the University's requirement. A copy of the letter will also be sent to the Union. Upon recall, the employees will report for duty as scheduled unless reasonable excuse is given which is acceptable to the University.

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1. The word, "grievance," whenever used in this Agreement shall mean any complaint on the part of the Union or any employee covered by this Agreement or complaint by the University in regard to the interpretation, application, claim of breach or violation of the specific terms and provisions of this Agreement. Grievances must be presented in writing and must cite the specific contract article, section or provision allegedly violated.

Section 2. For purposes of grievance procedures, Saturdays, Sundays, and University-observed holidays will not be counted as work days.

Section 3. All alleged grievances shall be dealt with in accordance with the following procedure. An aggrieved employee, steward and/or the employee's Union representative shall first discuss any grievance with the Director of Facilities and Services or designated representative within five (5) scheduled work days of the occurrence or after the event should reasonably have been known. The Director of Facilities and Services or designated representative will respond in writing within five (5) working days.

Step 1: If the grievant is not satisfied with the decision of the Director of Facilities and Services or designated representative, within five (5) work days after the date of that decision the Union representative shall file a written grievance with the University's Director of Employment or designated representative. The University's Director of Employment or designated representative shall meet with the grievant(s) and steward and/or the Union representative if bargaining unit employee(s) chooses within one (1) week from the date of the written grievance, unless, by mutual consent, a later date is agreed upon in writing. The University's Director of Employment or designated representative shall give the Union representative a written answer within ten (10) work days after such meeting.

Step 2: Within ten (10) working days of the decision in Step 1, either party may request and be granted a hearing before a University/Union Grievance Review Board. The Grievance Review Board shall consist of six (6) members: three (3) appointed by the University and three (3) appointed by the Union and shall meet within fifteen (15) business days of the appeal unless the parties agree in writing to a later date. Both parties shall have full discretion in making their appointments. Union employees serving on a Grievance Review Board shall be granted time off work with pay to attend Board hearings during their scheduled work hours.

The Grievance Review Board shall hear all testimony and review all evidence pertinent to the grievance in question, and vote on a resolution. A proposed resolution receiving four (4) or more votes shall be final and binding upon the

interested parties. If no proposed resolution receives four (4) or more votes, the grievance may advance to arbitration.

Step 3: If the grievance is not settled in Step 2, either party may request submission to an impartial arbitrator whose decision shall be final and binding upon the interested parties. Such request will be submitted in writing within ten (10) work days after a decision in Step 2.

The Wisconsin Employment Relations Commission (WERC) shall be requested to provide a list of five arbitrators, a flip of the coin to determine who strikes first and the parties will alternately strike one name, with the resulting remaining name being selected as the assigned arbitrator.

Unless the parties jointly request arbitration, any filing fee shall be paid by the party seeking arbitration; however, the prevailing party in the arbitration shall be reimbursed for its share of the filing fee by the other party. Each party will pay its respective expenses, but all expenses and fees in connection with the arbitrator's services shall be borne equally by the University and the Union.

Section 3. Authority and Scope of Arbitrator. The decision of the arbitrator shall be in writing and shall be final and binding upon the University, the Union, the employee or employees involved and all other affected employees. The arbitrator may consider and decide only the particular grievance presented in the written stipulation and the decision shall be based solely upon the application or interpretation of the provisions of this Agreement.

Section 4. All disciplinary grievances shall commence at Step 1 of the above procedure.

ARTICLE VIII – WAGES

Section 1. Wage Increase. The parties hereto agree to modify the wage structure of all bargaining unit employees affected by this contract as follows:

(a) Effective from September 1, 2019 to August 31, 2020 employees will receive an increase of 2.00% in their hourly wages as follows:

Custodian III	-	\$16.99
Custodian II	-	\$15.72
Custodian I	-	\$15.14

(b) Effective from September 1, 2020 to August 31, 2021 employees will receive an increase of 2.00% in their hourly wages as follows:

Custodian III	-	\$17.33
Custodian II	-	\$16.03
Custodian I	-	\$15.44

(c) Effective from September 1, 2021 to August 31, 2022, employees will receive an increase of 2.00% in their hourly wages as follows:

Custodian III	-	\$17.68
Custodian II	-	\$16.35
Custodian I	-	\$15.75

Section 2. Shift Premiums. Employees regularly starting a shift between 2:00 pm and up to 8:59 pm shall receive a 2nd shift premium of \$.15 per hour for all hours worked. Employees regularly

starting a shift between 9:00 pm and Midnight shall receive a 3rd shift premium of \$.30 per hour for all hours worked. These differentials shall be for regularly scheduled employees on the shift and not for intermittent work that may fall during either shift time.

ARTICLE IX – HOURS OF WORK AND OVERTIME

Section 1. The regular work week shall commence at 12:00 midnight on Sunday and terminate at 11:59 P.M. the following Saturday. When a bargaining unit employee works on a Saturday, all hours for the employee's Saturday shift will be counted in the work week in which the Saturday falls. Between thirty (30) and forty (40) hours of work in a regular work week shall constitute one (1) full work week for all bargaining unit employees listed as regular full-time employees. No guarantee of any hours or days of work is implied.

Section 2. Bargaining unit employees shall be paid at straight time hourly rates for all hours worked up to and including forty (40) in a regular work week as defined in Section 1 above.

Section 3. Bargaining unit employees shall be paid one and one-half (1½) times their basic straight hourly rate for all hours worked in excess of forty (40) hours in one (1) regular work week.

Section 4. Severe Weather Closings. In order to provide constant maintenance and custodial services to the campus, the Marquette University Department of Facilities Planning & Management operates 24 hours per day, seven days per week, 365 days per year. It does not close for any reason, including but not limited to inclement weather. University closings therefore have no impact upon the hours of work for bargaining unit employees. Nevertheless, bargaining unit employees who are scheduled to, and do, come in to work during an emergency closing of the University shall be paid at their overtime rate for all hours worked.

Section 5. Open Position Postings - In order to allow bargaining unit employees the opportunity to apply for open positions within the custodial ranks, the University agrees to post all bargaining unit job openings at all time clocks for seven (7) work days. The posting will specify side (Residence or Academic), work days and hours when possible. Management will make a good-faith effort to also include a specific building in the bid procedure whenever possible. Where job related qualifications and circumstances are relatively equal, seniority shall determine the award. Once awarded a transfer, a bargaining unit employee must work a minimum period of six (6) consecutive calendar months from the effective transfer date before he/she is eligible to apply for another open position.

All Custodian IIIs are required to possess a valid driver's license and ability to drive a University-owned vehicle as a continuing condition of holding their classification; however, this requirement shall not apply to any bargaining unit employee working as a Custodian III on or before September 1, 1999.

A seniority list shall be maintained indicating each bargaining unit employee's classification and campus side (Residence or Academic).

A bargaining unit employee awarded a job shall serve a ninety (90) calendar day training period in which to show they have the qualifications and ability to perform the job. If the University determines during the training period that the selected employee fails to qualify, he/she shall return to the position from which he/she came. The same shall be granted to the employee if the employee chooses to return to the old position at the end of or during the training period, but not necessarily to the same assignment they posted out of.

Section 6. Grace Periods. Upon completion of the probationary period, bargaining unit employees will be granted two (2) grace periods of fifteen (15) minutes each per contract year. Employees may use the grace periods for tardiness or early exit. To use a grace period, the employee

will notify his/her immediate Service Manager and sign the form provided by the Service Manager.

Section 7. **Overtime.** In order to make the distribution of available overtime work as equitable and practical as possible, the University agrees to offer/distribute overtime on a rotating seniority basis within each Service Manager's respective work unit and bargaining unit employee work group. The bargaining unit employee within each Service Manager's employee work unit with the most seniority shall be offered overtime hours first, until such time as all employees who report to that Service Manager who have agreed to work overtime have had an equal chance, by seniority, for overtime hours. Overtime shall be offered by a single assignment, not to exceed five (5) days, and shall be offered on a rotating seniority basis within Service Manager's work group as described above. In the event that senior employees within each Service Manager's employee work unit decline the overtime or are not able to be contacted with reasonable effort, the University shall assign overtime starting with the least senior employee among that Service Manager's assigned employees.

Further, should the most senior employee within the Service Manager's work group, and all other employees in that same work group, decline or be unavailable for overtime, the University shall assign overtime to the least senior employee in the bargaining unit, by the side (Residence or Academic) where the assignment exists.

Should the requirements for overtime still not be fulfilled, the University agrees to post overtime needs near the time clocks in the following five locations:

- (a) Alumni Memorial Union
- (b) Facilities Services
- (c) Dental School
- (d) Schroeder Hall
- (e) The Commons (New McCormick)

The most senior employee within the bargaining unit by side (Residence or Academic) who requests the overtime assignment shall be awarded the assignment. If no bargaining unit employee requests the overtime assignment, the least senior employee within the side (Residence or Academic) shall be assigned.

Section 8. **Call-in.** In the event of an emergency, any qualified bargaining unit employee, regardless of side (Residence or Academic) or classification, may be called upon to respond. Bargaining unit employees who are presently working on their regular schedule shall be called upon for first response. In the event that an employee is called from home to respond, such employees shall be guaranteed a minimum of three (3) hours of work or three (3) hours of pay at such employee's over-time hourly rate.

ARTICLE X – HOLIDAYS

Section 1. Regular full-time bargaining unit employees covered by this Agreement shall be paid straight time hourly rate according to regular daily hours worked, for each of the days observed as University holidays if normally scheduled to work on that day.

Regular part-time bargaining unit employees working at least 20 hours per week shall be paid for days observed as University holidays at the basic straight time hourly rate for the number of standard hours usually worked by the employee on that day of the week. Other part-time employees are not eligible for paid holiday time.

Section 2. In order to be entitled to such holiday pay, the bargaining unit employees described in Section 1 of this Article shall have been on the job and available for work the last full

scheduled work day before and the first full scheduled work day after the holiday, even though in a different work period, unless excused by the University. In accordance with Article IV of this contract, an employee in the initial ninety (90) day probationary status shall not receive holiday pay.

Section 3. Unworked holiday time shall not be counted for the purposes of computing overtime.

Section 4. Bargaining unit employees required to work by the University on an observed holiday shall be paid one and one-half times their straight hourly rate for all hours worked on such holiday in addition to the holiday pay as outlined in Section 1 of this Article.

ARTICLE XI – UNIFORMS

Section 1. In order to save wear and tear on bargaining unit employees' clothing, the University agrees to provide two (2) sets of work uniforms per year. Bargaining unit employees will keep their uniforms clean, neatly pressed and in good condition at all times. Uniforms should not be worn outside the premises except when traveling to and from the work place. All employees shall be dressed in full uniform and ready to begin work at their scheduled starting time.

Section 2. Any damages to uniforms caused by working conditions must be reported immediately to the University. Failure to do so may result in the employee being required to replace the damaged items.

Section 3. No uniforms will be issued or required until the ninety (90) day probationary period has been completed. Uniforms shall be available to new employees at the end of their probationary periods.

ARTICLE XII – VACATIONS

Section 1. Vacation Accrual: Regular Full-Time

All regular full-time bargaining unit employees covered by the terms of this Agreement who have been in continuous employ of Marquette University for the required period are entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Paid Vacation</u>	<u>Accrual Rate Equivalent*</u>
Years 1 through 4	3 weeks	1.25 days per month
Years 5 through 19	4 weeks	1.66 days per month
Years 20 and above	5 weeks	2.08 days per month

One (1) week for the purpose of this Agreement is between thirty (30) and forty (40) hours of pay at the straight-time hourly rate as of the time the vacation is paid, based upon the employee's usual work schedule.

Section 2. Vacation Accrual: Regular Part-Time

All regular part-time bargaining unit employees covered by the terms of this Agreement who have been in the continuous employ of Marquette University for the required period will accrue paid vacation on a pro-rated basis in accordance with the schedule in Section 1 above. One (1) week paid vacation, for the purpose of this section of this Agreement, is the average number of hours worked per week for the four (4) week period prior to June 1st times the employee's regular hourly rate as of the time the vacation time is paid. If an employee is sick during this period, the sick days will be counted as hours worked to compute vacation days.

Section 3. University Paid Holidays during Vacation

University paid holidays that occur during a vacation period are not charged as vacation days. In using vacation time, only actual vacation days, exclusive of holidays, are considered as official vacation. Any bargaining unit employee whose vacation period includes a paid holiday or holidays may take an extra paid day of vacation or pay in lieu of day or days off.

Section 4. No Vacation Accumulation Above Specified Amount

Vacation time shall not be accumulated from one year to another. Vacation accumulation provisions, as well as all other vacation provisions, shall comply with the University's vacation policy for non-exempt, non-faculty employees as follows:

The "vacation year" for employees is the twelve-month period following the anniversary of the date of hire. For example, the "vacation year" for an employee with a date of hire of April 15 would be April 15 through April 14 of the following year. An employee may accrue the maximum paid vacation based on the years of service as indicated above. However, at no time may an employee's total accumulated vacation exceed the employee's annual allowance; *i.e.*, two, three, or four weeks.

All vacation used must be recorded on the University's timekeeping system. The system will not allow vacation balances to exceed the maximum allowable.

Section 5. Vacation Scheduling.

- (a) Requests for vacation should be submitted to the employee's manager at least two weeks in advance of the requested dates. All vacation should be scheduled when the workload permits and must be approved in advance by the service manager. The University will make a good-faith effort to accommodate all vacation requests. It is understood, however, that the needs of the University must be given first preference. If two (2) or more employees in the same work group request the same vacation days, the employee having seniority shall be given preference.
- (b) No bargaining unit employee shall take more than three (3) consecutive weeks of vacation at any time. No more than two (2) bargaining unit employees in the same work group shall take three (3) consecutive weeks of vacation at the same time.
- (c) Vacations are provided for rest and relaxation and should be taken in weekly blocks; however, vacation may be taken in daily increments if scheduled and approved in advance.
- (d) Bargaining unit employees must use their vacation by taking time off from work. It is not the University's policy to pay additional salary in lieu of vacation taken nor to provide advance payment for vacation.
- (e) Vacation requests shall not be unreasonably denied, with the understanding that the University has the right to maintain necessary staffing levels.

Section 6. Leave of Absence

Vacation time is not accrued during an unpaid leave of absence. Therefore, the period of the leave of absence will not be included in length of service when computing vacation time. Bargaining unit employees returning from leaves of absence will be eligible for the amount of vacation time that their length of service qualifies them for. Employees on extended

medical leaves (more than six months) who have previously accrued vacation may be granted an extension in which to use vacation.

Section 7. Transfer

Employees transferring within Marquette University will be credited with continuous service for vacation determination.

Section 8. Interrupted Vacation

When an accident or illness to a bargaining unit employee requires professional medical attention and causes temporary confinement during the employee's vacation period, the period of confinement may or may not be counted as vacation time. Details concerning the circumstances, accompanied by a doctor's certificate, should be forwarded in writing to the employee's service manager and the Human Resources Department. Each case will be evaluated on its individual merits.

Section 9. Payment for Unused Vacation upon Leaving Employment

A bargaining unit employee who resigns or quits after giving two (2) weeks' notice shall be paid for vacation due under this Agreement. The two (2) weeks may be waived by mutual agreement of the employee/University. Employees who have completed six (6) months or more of continuous service with the University and are laid off shall be paid for accrued vacation to the effective day of lay-off.

A bargaining unit employee who is discharged for any reason shall be paid for any earned vacation.

ARTICLE XIII – SICK LEAVE

Section 1. Sick time is for personal illness (including pregnancy/maternity/illness of a child) or injury only, excluding on-the-job illness and injury. For illness of an employee's child, the employee may use up to three (3) days of earned sick leave, but an employee covered by the Wisconsin or Federal Family and Medical Leave Act may take additional leave as provided in the FMLA laws – with the understanding that satisfactory medical documentation be provided to the University for absences of more than one day.

Section 2. All days used as sick time when paid shall be calculated as part of the maximum allowance as defined hereafter in this Article (XIII). Sick leave will be paid at the straight hourly rate of the employee. Payments shall be based on the number of standard hours usually worked by the employee on the absent day or days involved.

Section 3. For each period of sick time, bargaining unit employees shall receive pay for the first day and pay for subsequent days until the employee has used her/his maximum allowances as described in this Article (XIII) for the year, or her/his accrued time.

Section 4. Regular full-time bargaining unit employees covered by this Agreement will accrue one (1) day per month to a maximum of twelve (12) sick days per year, but cannot use sick leave until the employee has completed the probationary period. Sick leave will not be paid out if the employee fails to complete the probationary period.

Section 5. A doctor's certificate will be required for illness of three (3) or more consecutive working days, but may be required by a bargaining unit employee's service manager after one (1) day of illness if a pattern of excessive absences has been established. The employee will not be allowed to return to work until a satisfactory medical release is received by the University.

Such proof of medical release must specifically state that the employee is able to perform the essential functions required by the employee's job with reasonable accommodations if necessary. The University may require such medical release from a doctor of its choice. If such a release is required, the University will pay the costs.

Section 6. Bargaining unit employees will be permitted to accumulate unused sick leave from year to year to a maximum of sixty (60) days.

Section 7. A bargaining unit employee who is unable to report for work due to sickness is required to notify her/his service manager as promptly as possible, but no later than one (1) hour before starting time. Notification of less than one (1) hour prior to the employee's assigned starting time may result in the loss of that day's sick leave benefits.

Section 8. Vacation or holiday pay will not be advanced for sick leave purposes, except as required under the Wisconsin or Federal Family and Medical Leave Act for employees covered under those laws. When an illness or injury extends beyond earned sick leave, an employee may request to use earned vacation days or request to be placed in a leave of absence without pay status.

ARTICLE XIV – RETURN TO WORK FROM A WORK INJURY

Prior to a bargaining unit employee returning to work after a work injury that required time off work, the employee will be required to undergo a third-party evaluation at the University's expense to confirm the employee's ability to perform the essential functions of the employee's job.

ARTICLE XV – BEREAVEMENT LEAVE

Section 1. Upon completion of the probationary period, in the event of a death in a benefit eligible bargaining unit employee's immediate family, the employee will be granted up to three days of pay to attend the funeral and to handle the affairs immediately associated with the death. The bereavement leave will be based on the regularly scheduled hours worked per workday, and days must be taken consecutively. An employee may request vacation time or an unpaid leave of absence, for extending the leave, if necessary and if approved by the immediate supervisor. Employees may be required to provide proof, i.e., death notice, in order to qualify for the paid time off. The following and only the following are considered members of the immediate family: spouse, children, step-children, grandchildren, parents or legal guardians, step-parents, parents-in-law, grandparents, grandparents-in-law, siblings, siblings-in-law, and step-siblings. In the event of the death of a family member or another individual not considered to be immediate family, vacation or unpaid time may be requested as noted above.

Section 2. Full-time bargaining unit employees shall receive pay for their usual scheduled hours of work for each day of funeral leave. Part-time bargaining unit employees shall receive prorated funeral pay based on their normal working hours. The University may request proof of death which employees shall provide prior to payment.

Section 3. For funeral events held further than four hundred (400) miles from Milwaukee that require transportation time due to the available mode of travel of an employee, the University shall allow bargaining unit employees to voluntarily use vacation time or unpaid leave for said travel.

ARTICLE XVI – HEALTH AND WELFARE BENEFITS

Section 1. The University agrees to provide bargaining unit employees the same coverage of health insurance, long-term and short-term disability, dental insurance and life insurance as are in effect for all other non-exempt, non-faculty employees at Marquette under its master contract, including (listed as example and not a guarantee):

Child Care

Child care is available at competitive rates, year round from 7 a.m. – 6 p.m. The Marquette Child Care Center provides care for children ages 6 weeks to 6 years (summer through 12 years) and has a 4- year-old and 5-year-old kindergarten program. Eligible as soon as employed.

Leaves from Work

- (a) Family and Medical Leave – time off under terms of Federal/State Family & Medical Leave Act.
- (b) Medical Leave – paid or unpaid (determined by accrued sick/STD days) time off for medical disability.
- (c) Personal Leave – unpaid time away for personal reasons.
- (d) Military Leave – difference between military pay and Marquette pay to a maximum of two weeks in a 12-month period. Eligible after three (3) months of employment. (For Family & Medical Leave, subject to terms of Federal /State law).

Long Term Disability

After six months of continuous disability, income benefits equal 65% of basic monthly salary payable for duration of total disability, generally not beyond age 65. Marquette contributes 50% and employee contributes 50% of premium. Eligible as soon as employed, but the employee must enroll within thirty (30) days from date of hire.

Short Term Disability

After the first 60 days of disability, receive full salary for accumulated STD days to maximum of 70. STD days are earned in accordance with the university's short term disability policy.

Retirement Plan

Monthly income upon retirement. Marquette contributes 8% if employee contributes 5% of annual salary. Employees can contribute immediately. Two (2) years and age 21 for Marquette contribution. Two year requirement waived with appropriate prior service.

Travel Accident

Coverage for accidental death or dismemberment which occurs while traveling on official Marquette business. Eligible as soon as employed.

All of the benefits outlined above, as well as all other applicable University benefits shall be governed by the terms and conditions of the official plan documents and/or the appropriate BPP (Business Policies and Procedures) Manual.

Section 2. With any changes or modifications in the above benefits the University agrees to meet and confer with the appropriate Union representatives. In the event of a change in the above benefits which result in a reduction, the University agrees to notify the Union relative to the applicability of any such reduction prior to notification of the bargaining unit employees. Nothing in this provision shall preclude the University from adding to, reducing, modifying or elimination of its benefit plans from time to time during the duration of this collective bargaining agreement.

Section 3. Attendance Incentive Program.

- (a) The University shall provide an attendance incentive program which shall pay a bargaining unit employee one (1) day's pay for every six (6) months the employee has no attendance occurrence per the University's attendance policy during the preceding six (6) month period. The six months shall be from September 1 through the last day in February and March 1st through August 31st.
- (b) The pay shall be given to each qualifying employee within 45 days following each qualifying six-month period.
- (c) In addition, the University shall issue to each qualifying bargaining unit employee a certificate recognizing the employee's accomplishment.
- (d) If fifty percent (50%) or more of the bargaining unit employees qualify for the attendance incentive program as of August 31, 2021, the program will continue. Otherwise, it shall automatically terminate as of August 31, 2021 unless the Union and the University mutually agree that it will be continued.

ARTICLE XVII – JURY DUTY

Upon completion of their probationary period, bargaining unit employees summoned to serve as jurors will be paid the difference between the wages they would have earned and their pay received as jurors.

Salary will be computed by multiplying the employee's hourly rate by the number of hours the employee would have worked if not required to serve as a juror. The difference between the University's salary and the employee's juror pay will be paid only where the employee's pay for hours not worked exceed the juror pay the employee received for that day or days. To qualify for this difference in pay an employee must submit to the University an official court certificate stating the dates and times the employee served as a juror and the amount received for such service.

ARTICLE XVIII – EMPLOYEE PERSONNEL FILE

Bargaining unit employees will have access to information contained in their own personnel files as specified by Wisconsin state law. Requests for such examination must be made with seven (7) business days' advance notice in writing to the Human Resources Department.

Upon request, the employee will be provided copies of material in his/her personnel file at the employee's expense.

An employee will be allowed to comment in writing with regard to the content of his/her file. Such comments will become part of the employee's personnel file.

The employee will initial a form in the presence of a Human Resources Department employee indicating the date the file was reviewed. The form will become a part of the file. No material from the file may be removed from the Human Resources Department.

An employee's review of his/her file is restricted to two (2) times per year. All other considerations as set forth in Wisconsin Statutes section 103.13 shall apply. Access to personnel files for purposes of processing grievances shall be allowed at the request of the bargaining unit employee.

ARTICLE XIX – DISCIPLINARY ACTIONS

Prior to any disciplinary meeting involving a suspension or discharge of a bargaining unit employee, the University shall make every effort to provide Union representation to the affected employee. If, for reasons beyond the University's control, Union representation is not available, the University representative shall inform the affected employee that he/she has a right to representation. The disciplinary meeting may proceed only to explain the allegation (s) and dispense discipline.

Written reprimands and/or memos of reprimands for attendance shall be removed from the employee's personnel file eighteen (18) months after the date of each reprimand. Any and all other written reprimands and/or memos of reprimands shall be removed from the employees personnel file fourteen (14) months after the date of the reprimand (s).

The University agrees that any warning issued in writing will be copied and forwarded by electronic mail (email) to the Union at its Milwaukee address within five (5) workdays.

ARTICLE XX – VISITATION RIGHTS AND UNION BUSINESS

The Union Representative or designee desiring to visit the premises or confer at the University with an employee in the bargaining unit in publicly-accessible areas of the University may do so with one business day (24 hours) prior notification to the University's Director of Employment or his/her designee, or to the Assistant Director of Facility Services or his/her designee. Such requests shall not be unreasonably denied. The Union Representative shall not disrupt work or meet with bargaining unit employees during working hours.

A Union Steward may attend a scheduled meeting relating to formal grievances and disciplinary meetings during working hours. Union Stewards must notify their supervisor and receive permission from him/her to leave the work site for such purposes.

Union Stewards shall make a good faith effort to address Union business while on break or before or after work.

The Union shall designate two Union Stewards each for the first, second and third shifts to help resolve disputes. The Union Stewards shall enjoy super-seniority except for overtime assignments – where regular seniority procedures will apply. The Union shall provide to the Employer in January of every calendar year, or sooner if there is a change before January, notice of the Union Stewards for all shifts.

ARTICLE XXI – UNION LEAVES

Section 1. The University shall allow two (2) designees to attend Union conventions whether conducted by the Local, State or International Union. However, the following provisions shall apply:

- (a) If two (2) or more representatives are from one (1) side (Residence or Academic), their attendance approval is contingent on whether scheduling and workload requirements will allow.
- (b) Each designee must give at least two (2) weeks' advance written notice to the appropriate supervisor.
- (c) Time off for this purpose shall be considered as time worked for the purpose of seniority and benefit accumulation, but time off will be without pay.

Section 2. The University shall allow three (3) designees to be chosen by the Union for collective bargaining sessions with the University. The following provisions shall apply:

- (a) If two (2) or more representatives are from one (1) side (Residence or Academic), their attendance approval is contingent on whether scheduling and workload requirements will allow.
- (b) Each designee must give at least two (2) weeks' advance written notice to the appropriate supervisor.
- (c) Time off for this purpose shall be considered as time worked for the purpose of seniority and benefit accumulation, but the University shall pay the employees for the time spent in bargaining negotiations.

ARTICLE XXII – EMPLOYEE LISTS

The University shall, upon request, furnish the Union with a list giving each bargaining unit employee's name, address, phone number, job classification, rate of pay, shift and date of hire, and will furnish the Union with a list showing new hires, terminations, and status change of employees in the bargaining unit during the previous month. The list shall be submitted to the Union in electronic format within five (5) business days of the University's receipt of the request.

ARTICLE XXIII – FACILITY SERVICES FOCUS GROUP

Section 1. A Facility Services Focus Group, composed of not less than two (2) but no more than four (4) bargaining unit employees, and at least one (1) representative of the University, will meet upon Union or University request, but not more than once per calendar month.

Section 2. Five (5) days prior to a meeting, the University and employees shall submit items for the agenda in writing to the appropriate focus group representatives. After a discussion of the agenda items, the University will communicate to focus group members the actions appropriate as a result of the meeting.

Section 3. Focus group member employees who attend the focus group meetings while on duty shall be paid. The focus group meetings shall not be subject to the grievance and/or arbitration procedures. Such meetings will be limited to not more than one (1) hour in duration.

ARTICLE XXIV – BULLETIN BOARDS

Subject to University approval, the Union may post pertinent notices and information on the bulletin boards located by the time clocks, or other appropriate locations. Prior to posting any signs or notices the Union will inform the Department of Facilities Planning & Management

of postings of Union notices. The Union shall not post anything deleterious to the good and harmonious labor relations of the parties on the boards or other locations.

ARTICLE XXV – NO STRIKE/NO LOCKOUT

Section 1. It is agreed that during the term of this Agreement neither the Union, its officers, or members, or any bargaining unit employee, shall instigate, call, sanction, condone, or participate in any strike, slow-down, stoppage of work, picketing, or willful interference with any regular University operations, and that there shall be no lockout of employees by the University.

Section 2. In the event that any of the bargaining unit employees violate the provisions of the above paragraph, the Union shall immediately order any of the bargaining unit employees who participate in such action, back to their jobs, forward copies of such order to the University and use every means at its disposal to influence the bargaining unit employees to return to work.

Section 3. Any bargaining unit employees failing to report back to work after being instructed to do so by the Union, will be subjected to disciplinary action by the University. Discipline may include discharge.

ARTICLE XXVI – SEVERABILITY

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law, or by decree of a court of any existing competent jurisdiction, such invalidation of any such provision of this Agreement shall not invalidate the remaining provisions of this Agreement, which shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII – GIFT OF TIME

Section 1. Annually, Marquette University's President, at the President's sole discretion, may award additional paid time off to all full-time non-faculty and non-exempt University employees (commonly called the "Gift of Time"). If the University grants a Gift of Time to non-exempt, non-faculty employees across the University in any calendar year, bargaining unit employees shall receive their straight time hourly rate of pay for their scheduled work hours during that period, without further negotiation between the parties. If a previously-granted Gift of Time is not granted in a calendar year, bargaining unit employees also shall not receive that Gift of Time, without further negotiation.

Section 2. Bargaining unit employees who are required by the University to work during any Gift of Time day other than on a University-observed holiday shall be paid two (2) times their straight-time hourly rate of pay for all hours worked, instead of the Gift of Time pay for all hours worked.

ARTICLE XXVIII – DURATION

This agreement shall become effective on the 1st day of September, 2019 and shall continue in full force and effect up to and including the 31st day of August, 2022 and from year to year thereafter subject to termination by either party by written notice sixty (60) days prior to the anniversary date.

This Agreement constitutes the entire agreement between the parties and cancels all previous commitments and other agreements, both oral and written. Both parties acknowledge that during negotiations each has had the opportunity to present proposals on any

subject not prohibited by law. Therefore, each party waives the right and agrees that the other is not obligated to bargain on any subject covered or not covered by this Agreement, except as specifically provided therein and that this Agreement concludes collective bargaining negotiations for its terms.

ARTICLE XXIX – SIGNATURES

In Witness Whereof, the parties have hereunto set their hands in formal agreement this 2nd day of October in the year 2019.

FOR MARQUETTE UNIVERSITY:

**FOR SEIU SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1**

(1) Theresa Marie Blayni

(1) [Signature]

(2) [Signature]

(2) [Signature]

(3) Christopher J. Bartolme

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

(6) _____

(6) _____

(7) _____

(7) _____