

MEMORANDUM OF AGREEMENT dated the **2nd day of July 2021** between **SETON HALL UNIVERSITY** (hereinafter the “University”) and **OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, LOCAL 153, AFL-CIO**, (hereinafter the “Union”)

WHEREAS, the University and the Union are parties to a collective bargaining agreement dated **July 1, 2017** (hereinafter the “Agreement”);

WHEREAS, said Agreement, as extended by mutual consent, expired on **June 30, 2021**;

NOW, THEREFORE, be it mutually agreed as follows:

I. Except as expressly provided herein, the aforesaid Agreement, with all its terms and conditions, shall continue to **June 30, 2024**.

II. The following additional negotiated terms and conditions of employment, including wage increases, benefit and/or language changes are as follows:

1. ARTICLE 28 TERMINATION AND RENEWAL

July 1, 2021 – June 30, 2024

2. ARTICLE 21 – WAGES

Section 1. The Union agrees that, effective July 1, 2021, all bargaining unit members shall receive a guaranteed across-the-board wage increase of one point seven-five (1.75%) percent to their base wage in the first contract year.

In the event the University grants an across-the-board wage increase greater than 1.75% referred to in Section 1 above to the faculty, administrators and exempt staff, then the employees in the bargaining unit shall receive such higher amount.

The restoration of reduced salary for faculty, administrators and exempt staff, for any reason, including COVID, shall not constitute an across-the-board wage increase for purposes of this section.

Section 2. In the event the University grants an across-the-board wage increase in 2022 and 2023 to the faculty, administrators and exempt staff, then the employees in the bargaining unit shall receive such amounts effective in the same manner as the faculty, administrators and exempt staff.

Section 3. All increases shall be added to the minimum and top rates as per the attached Schedule “C”.

3. ARTICLE 1 – RECOGNITION

Add the following to the Article 1 list of positions excluded from unit membership:

“Any position funded, in whole or in part, by an external grant or award, pursuant to which the grantor or other third party retains the right to approve the appointment of the incumbent or their successor, funded by the federal TRIO Program, including Upward Bound.

Notwithstanding anything to the contrary, the federal TRIO Program Upward Bound position will remain in the unit until such time as the incumbent employee in place on July 1, 2021, no longer occupies the position. When the incumbent employee in place on July 1, 2021, no longer occupies the position it will be removed from the unit and thereafter excluded.”

4. ARTICLE 12 - HOLIDAYS/HOLY DAYS

Amend Section 1 to read as follows:

- a. *Section 1.* (a) Employees at all campuses, shall receive the following Holidays/Holy Days with pay as noted. All Campuses will observe a replacement holiday in lieu of President's Day. The University shall notify the Union and bargaining unit employees of the day that is designated, each year, when the annual holiday schedule is announced. Every effort will be made on behalf of the University to accommodate bargaining unit employees requesting President’s Day off:

(Rest of Section shall remain the same)

- 5. *Add* to the list of Holidays/Holy Days:
“Juneteenth Day”

- 6. Parking for Law School:

SCHEDULE “D”

Effective July 1, 2021:

	Employee Cost	University Cost
Less than \$50,000	20%	80%
\$50,001 - \$60,000	30%	70%
\$60,001 - \$70,000	40%	60%
\$70,001 & over	45%	55%

7. UPDATE TO SICK LEAVE, re: DISABILITY BENEFITS Article 14, Section 5 – Delete the sentence “Monies received by the University resulting from disability benefits shall be converted to sick time and credited to the affected employee.”
8. CHANGE OF TITLE Article 9, Section 1 - Update Warehouse Clerk title to “Warehouse Coordinator” (housekeeping).
9. ESSENTIAL EMPLOYEES, LIBRARY - ADDENDUM TO CBA Schedule E – Remove titles: Book Stack Coordinator, Technical Services Clerk, Acquisitions Clerk (housekeeping).

10. ARTICLE 22 - MISCELLANEOUS

Add new Section 11 to *replace* the “I.H.S. Campus Parking Adjustment Memorandum of Understanding” of June 3, 2019:

“*Section 11.* Unit members assigned to work at the I.H.S. Campus will receive a “Parking Adjustment” payment for the difference between the parking fee at the I.H.S. campus versus the parking fee at the Main Campus. The Parking Adjustment payment will be paid in one lump sum on the first regular pay date each year during the month of July. The gross payment (which will include a 25% tax offset), net applicable taxes, will be paid in the amount of the difference between the parking fee at the I.H.S. campus versus the Main Campus. Unit members who begin working at the I.H.S. campus after July 1st each year will receive a prorated payment of the Parking Adjustment on a regular pay date within 60 days of commencing work at the I.H.S. campus.”

11. SCHEDULE “E”, ESSENTIAL EMPLOYEES, pg. 37, Second paragraph

“The policy of the University is to keep the Library open when the rest of the University is closed. There may be occasional situations where the Library may also be closed with the rest of the University. It is the standard practice of the Library administration to determine and pre-arrange minimal service coverage during times when the Library remains open and release the remaining essential employees from reporting to work. To the extent practicable, there may be more than one person scheduled to work under the essential employees’ circumstances. In addition, the Library is on a 24-hour a day schedule during times determined by the University, and will provide essential employees with similar direction and information on whether or not to report.”

12. ARTICLE 8 - GRIEVANCE PROCEDURE

PURPOSE: The purpose of the grievance procedure is to secure promptly, at the lowest level possible, an equitable solution of the problem.

Section 1. A grievance is defined as any dispute involving the meaning, interpretation or application of any provision of this Agreement.

Section 2. A grievance must be introduced into this procedure within thirty (30) calendar days of its occurrence, or such grievance will be deemed waived. The procedure shall be as set forth in this Article unless any Step is waived by mutual consent.

STEP 1: IMMEDIATE SUPERVISOR

The employee and the shop steward, or the employee individually but in the presence of the shop steward, shall take up the grievance with the immediate supervisor, who shall respond to the grievance, in writing, within ten (10) calendar days of such discussion. In the event the grievance is not satisfactorily settled, it shall move to Step 2 within ten (10) calendar days of the issuance of the Step 1 response by the University. If there is no timely response to Step 1, the grievance shall be deemed denied and the Union, if it elects to pursue Step 2 of this grievance procedure, shall notify the University, within ten (10) calendar days of the last date that a Step 1 response would have been timely.

STEP 2: DEAN/DEPARTMENT/AREA HEAD

The chief shop steward will discuss the grievance with the appropriate Area Head who shall respond to the grievance, in writing, within ten (10) calendar days of such discussion. In the event the grievance is not satisfactorily settled, it shall move to Step 3 within ten (10) calendar days of the issuance of the Step 2 response by the University. If there is no timely response to Step 2, the grievance shall be deemed denied and the Union if it elects to pursue Step 3 of this grievance procedure shall notify the University within ten (10) calendar days of the last date that a Step 2 response would have been timely.

STEP 3: ASSOCIATE VICE PRESIDENT FOR HUMAN RESOURCES AND/OR DESIGNEE

The Union representative and the Associate Vice President for Human Resources and/or designee shall meet to discuss the grievance within fifteen (15) calendar days after completion of Step 2, including the absence of a timely response. The University will respond in writing to the grievance within fifteen (15) calendar days of such discussion.

Section 3. Grievances involving suspensions or discharges shall be initiated at Step 3 of Section 2 above.

Section 4. If the parties fail to resolve an issue through the above procedure, either party may apply to the American Arbitration Association for the appointment of an arbitrator within forty-five (45) calendar days of the completion of Step 3 for the appointment of an arbitrator. The appointment of an arbitrator and the arbitration itself shall be conducted by and in accordance with the rules of the American Arbitration Association. It is understood that such arbitrator shall have no authority to add to, subtract from, or modify the expressed provisions of this Agreement.

Section 5. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties. -

Section 6. The parties agree to apply to the State Board of Mediation for the appointment of a mediator who will assist the parties in attempting to resolve the grievance.

Such application shall be made and such mediation shall be conducted during the period between the filing with the American Arbitration Association and the arbitration itself.

Section 7. The University agrees to make arrangements with the supervisor involved to excuse the appropriate shop steward from University duties so that they may properly perform their Union functions on University time in administrating the grievance machinery and arbitration procedures as contained in this Agreement.

Section 8. The Union has the right to become the grievant at any step of the procedure.

Section 9. Both parties to a grievance shall be furnished with any necessary information, documents or records relevant to the grievance.

Section 10. Employees shall have the right to a union representative present during the discussion of any disciplinary action with the representatives of the Employer unless such employee decline representation.

13. The execution of this Memorandum of Agreement and the ratification of its terms by the members of the Union in the bargaining unit constitutes the entering into of a new Agreement between the University and the Union.

14. The University and the Union further agree that the new Agreement incorporating the terms of this Memorandum of Agreement with all the terms and conditions of prior agreements, will be prepared and executed by the appropriate representatives of the University and the Union within sixty (60) days following the date this Memorandum of Agreement is executed.

For the University:

DocuSigned by:
Michael Silvestro
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Michael Silvestro
Associate VP Human Resources

For the Union:

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John Edmonds
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John Edmonds
Assistant Business Manager