

Roosevelt University

Letter of Agreement Regarding Roosevelt University Pay Practices.

To: OPEIU Leadership

From: Roosevelt University Office of Human Resources

Date: August 5, 2009

1. In response to grievance #19 issued on 02/17/2009: The University has no intentions of changing pay dates from the current bi-weekly format. Page 2 of the Pay Practices document states “If a practice or policy is in conflict with an item detailed in a collective bargaining agreement (aka union contract), the union contract terms apply.”
2. In response to grievances #20 and 21: The University agrees to follow leave of absence procedures as detailed in the *Agreement between Roosevelt University and OPEIU Local 391*.
3. In response to grievance #22 and 23: The University will edit page 11 of the Pay Practices document to remove the second bullet (Employees must take their rest breaks away from their work station or area). Page 9 of the Pay Practices document that refers to meal breaks will remain unchanged.
4. In response to grievance #24: As the Pay Practices document is intended for all employees, we did not list those holidays that apply to only one group of employees. Documentation on page 2 of Pay Practices, which states “If a practice or policy is in conflict with an item detailed in a collective bargaining agreement (aka union contract), the union contract terms apply” assures you the University will honor all holidays agreed on in the *Agreement between Roosevelt University and OPEIU, Local 391*.
5. In response to grievance #25: We will modify the 2nd bullet on page 16 of the Pay Practices document as follows:

Current	Agreed Upon
If a campus or building location is closed, non-exempt employees will be paid for hours worked only. If the closure coincides with an entire scheduled work day or shift, the employee will not be paid regular hours. Employees may request paid time off in the form of vacation, personal or floating holidays	If a campus or building location is closed for one day or any part of one day, non-exempt employees will be paid for the hours scheduled to work that particular day. Payment for additional days that a building is closed is at the discretion of University management.

if available.	
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6. In response to grievance #28: In the event that clerical union employees do not have hours available in their annual leave banks to cover time away from work, the University will advance annual leave time to that employee to a maximum of 18.75 hours per pay period for full-time employees and 12.5 hours per pay period for all employees scheduled less than 35 hours per week on a regular basis. This provision does not apply to Class E employees and employees during their initial probationary period.

The University will compensate employees negatively impacted by this issue within very narrow parameters. Parameters are as follows:

The Union has agreed to identify those employees who may be eligible and have banked annual leave time. The agreed upon time frame is December 29, 2008 to July 31, 2009. The University will correct the issue by compensating the affected employees for those hours in return for equal amounts of annual leave time.

The Union is anticipating that this will apply to less than a dozen employees. If more, parties will reconvene for further discussion.

7. In response to discussion of Overtime/Extra Time and Annual Leave: If an employee and his or her supervisor mutually agree in advance to a temporary change in schedule, the supervisor will approve time as it was worked.

However, when temporary changes have not been made or not been mutually agreed upon, an employee arriving late or leaving early will be charged annual leave time if he or she has annual leave time in their bank. If the employee does not, that time will be charged as “docked pay.”

8. In response to grievance filed May 4, 2009 regarding meal periods: The University will amend page 9 of the Pay Practices document as follows:

We will change “A part-time non-exempt employee will have a meal break as defined by job classification after working a minimum of five hours in a single work day unless noted” to “A part-time non-exempt employee working more than five hours in a single work day will have a meal break as defined by job classification.”

The University will change the statement “Part time clerical union employees must take a meal break after working four hours in a single work day” to “OPEIU leadership has agreed that this pay practice supercedes Article V, Section 7, first sentence of the Agreement between Roosevelt University and OPEIU Local 391 October 1, 2006 – September 30, 2010.”

9. In response to a 2nd grievance filed May 4, 2009 regarding calculations for holiday pay. The University will not agree to make changes to page 14 of the pay practices document.

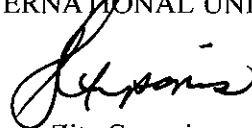
ROOSEVELT UNIVERSITY



By: Deb Ford
Assistant VP, Human Resources

Date: 8/5/09

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 391



By: Zita Ceponis
President

Date: 8/5/09