

COLLECTIVE BARGAINING AGREEMENT

between

NEW YORK UNIVERSITY

and

UNION OF CLERICAL, ADMINISTRATIVE  
AND TECHNICAL STAFF AT NYU,  
LOCAL 3882 New York State United Teachers,  
AFT, AFL-CIO

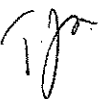
November 1, 2005 - October 31, 2011

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AGREEMENT made effective the 1st day of November, 2005, between NEW YORK UNIVERSITY, hereinafter termed the "Employer" or "University," and UNION OF CLERICAL, ADMINISTRATIVE AND TECHNICAL STAFF at NYU, LOCAL 3882, NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO, hereinafter termed the "Union," wherein it is mutually agreed as follows:

ARTICLE 1 - RECOGNITION

Pursuant to the Certification of Representative, issued by the National Labor Relations Board in New York University and United Staff Association at NYU, Local 3882, New York State United Teachers, AFT, AFL-CIO, Case No. 2-RC-18155, New York University recognizes the Union of Clerical, Administrative and Technical Staff at NYU, Local 3882, New York State United Teachers, AFT, AFL-CIO as the sole and exclusive bargaining agent for all full-time and regular part-time office clerical employees in Code 106, and all full-time and regular part-time laboratory/technical employees in Code 104, including those employees receiving tuition remission, and all "special" employees who have been employed for at least twelve (12) consecutive weeks and have worked an average of twenty hours or more per week. Excluded from the unit are all employees in Codes other than 104 and 106, Medical Center employees, full-time students, work-study students, students receiving financial aid through New York University, casual employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

If Code 106 or Code 104 employees who are members of the bargaining unit receiving tuition remission are permitted to take more courses than are provided for under the tuition remission program and achieve full-time student status, they will be included in the bargaining unit for no more than three consecutive semesters (including summer sessions). If excluded from the bargaining unit because they are full-time students, after three consecutive semesters in that status, they will be included in the unit again if their course load drops below the full-time student status level. Full-time student status shall mean twelve or more credits per semester.

ARTICLE 2 - UNION SECURITY AND CHECKOFF

A. All Employees covered by this Agreement and who have previously joined and are members of the Union on November 1, 2000, or who become members thereafter, shall maintain their membership as a condition of continued employment during the term of this Agreement. Employees who are or become members of the Union may withdraw from the Union during the thirty (30) day period preceding the expiration of this Agreement by giving the Union written notice of their desire to withdraw. Such notification shall be made to the Union with a copy to the University. Employees who withdraw from the Union shall pay the agency fee described below. Employees hired prior to November 1, 2000 and who are not members of the Union on or after November 1, 2000 shall not be required to join the Union or pay an agency fee.

B. All Employees who become employed by the University and covered by this Agreement on or after November 1, 2000 and who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or after the ratification of this Agreement, whichever is later, an Agency Fee (a service charge as a contribution toward the cost of administration of this Agreement and the representation of Employees). The amount of such Agency Fee shall be the equivalent to the amount uniformly required to be paid as dues and initiation fees by those Employees who choose to become members of the Union.

C. Payment of union dues and agency fees shall be made via the check off procedure provided by this Agreement. The Union shall hold the Employer harmless for any action taken in connection with paragraphs A-C of this Article or the enforcement thereof.

D. Upon receipt of an Employee's written authorization, the Employer shall deduct from such Employee's salary in accordance with this Agreement, such Employee's Union Dues or Agency Fees and remit same together with a list of the names of the Employees from whose salaries deductions were made. The deduction shall be made in the first paycheck of the month. The Employer agrees to transmit the dues and agency fees deducted to the Union by the tenth (10th) day of the following month. The Union shall have the exclusive right of dues and agency fee checkoff for all employees covered by the Agreement.

In order for the deductions to be made, the authorization cards must be received by the Employer's designated representative by the fifteenth (15th) day of the month preceding the month when the checkoff is to begin. The Employer is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status or for periods prior to the receipt of the authorization card.

AUTHORIZATION OF PAYROLL DEDUCTIONS

I hereby authorize and direct New York University to deduct from my salary membership dues or agency fee payments in an amount specified by the Union of Clerical, Administrative and Technical Staff at NYU, Local 3882, NYSUT, AFT, AFL-CIO and to remit said dues or payments to the said union on my behalf.

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department & Code

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address (home)

\_\_\_\_\_  
Date

\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Building

ARTICLE 3 - PROBATIONARY PERIOD

Each employee shall be on probationary status during the first three (3) months of employment, excluding time lost for sickness and other leaves of absence. During or at the end of the probationary period, the Employer may discharge any such employee and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Extensions of the probationary period may be agreed upon by the Employer and the Union.

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ARTICLE 4 - TEMPORARY EMPLOYEES

A. Employees hired to fill a specific job for less than three (3) months shall acquire no seniority and be deemed temporary employees. If such employees are retained in the same position after three (3) continuous months, they shall be classified as permanent employees, and receive seniority credit and all other benefits as provided in this Agreement, as would an employee who had completed his/her probationary period. These three (3) months shall serve as said employee's probationary period.

B. If such employees' status becomes permanent prior to the completion of three months, while they are in the same position, the period of time served as a temporary employee in this position shall be counted towards their three month probationary period.

C. If such employees' status becomes permanent, all time worked in their present position and all time worked in positions prior to their present one as temporary employees, provided it is continuous, shall be counted towards their eligibility for all benefit coverage and paid time-off benefits. The period of time worked as a temporary in positions other than their present one shall not be part of their three month probationary period. If, however, after a period of uninterrupted full-time service, their status becomes permanent and they successfully complete their probationary period, they shall be credited with seniority from their date of hire.

D. In no event shall a series of temporary employees be used to fill a vacancy in a job of a permanent nature. This shall not preclude the hiring of a temporary employee while a permanent employee is being sought. This provision has no reference or application to student employees.

E. Extensions of the three (3) month period for a temporary employee must be agreed upon by the Union and the University.

F. Should a vacancy which originally was temporary become a permanent vacancy, it shall then be considered a new job opening. Such opening shall be posted and filled as per the procedures outlined in this Agreement.



ARTICLE 5 - NO DISCRIMINATION

There shall be no discrimination as defined by applicable Federal, New York State, and New York City laws, against any present or future employee by reason of race, creed, color, religion, national origin, sex, sexual orientation, age, physical or mental disability, membership or non-membership in the Union, by either the Employer or the Union.

ARTICLE 6 - DOMESTIC PARTNER

Wherever the term spouse is used in the contract, the benefit provided may be used equally by an employee for a same sex domestic partner, provided that the employee and domestic partner sign and are in compliance with the terms of the affidavit attached as Appendix C. Wherever the term child or children is used in the contract, the benefit provided may be used equally by an employee for the natural or adopted child or children of a same sex domestic partner subject to the same proviso. Wherever the terms "domestic partner" and "domestic partner's child" are used in the contract they are defined as stated above and subject to the qualifications stated above.

ARTICLE 7 - HOURS

A. The base workweek for full-time employees shall consist of the number of hours per week regularly worked by such employees as on October 29, 1979. Employees hired after that date will have their hours fixed at the time of hire. Nothing in this provision is to be construed as a guarantee of work or the number of hours in the workweek.

B. The regular hourly rate is determined by dividing the base weekly salary by the number of hours which the salary is intended to compensate.

C. Work time assigned in excess of an employee's usual schedule may be offset by giving the employee an equal amount of compensatory time off within the same week. If compensatory time is not offered in the same week, the employee must be paid at the rate of time and one-half for time worked in excess of 35 hours. All paid time except sick leave shall be counted as hours worked for the purpose of computing overtime. Employees having a base work week in excess of 35 hours shall be paid at

the rate of time and one-half for all hours worked in excess of 35 hours per week.

D. There shall be no pyramiding of overtime. Under no circumstances shall overtime or premium pay of any kind be computed at a rate greater than time and one-half the regular rate of pay.

E. No employee shall be required to work more than twenty-five (25) hours of overtime per week.

ARTICLE 8 - WAGES

A. 1. Each employee on payroll as of the effective dates indicated shall receive the following percentage increase in his/her base pay:

**Effective Date**

September 5, 2005 - 3.5%

September 4, 2006 - 3.25%

September 3, 2007 - 3.25%

September 1, 2008 - 3.25%

August 31, 2009 - 3.25%

August 30, 2010 - 3.0%

The minimum rates for all Code 106 and Code 104 grades shall be increased by the same percentage and on the same effective dates, as above.

2. Code 106 Minimum Weekly Rates\*

Grade	9/5/2005	9/4/2006	9/3/2007	9/1/2008	8/31/2009	8/30/2010
5	660.00	681.50	703.50	726.50	750.00	772.50
6	665.00	686.50	709.00	732.00	756.00	778.50
7	688.00	710.50	733.50	757.50	782.00	805.50
8	707.50	730.50	754.00	778.50	804.00	828.00

\* All minimum rates are adjusted to an even dollar or fifty cents figure.

9	727.50	751.00	775.50	800.50	826.50	851.50
10	762.50	787.50	813.00	839.50	867.00	893.00
Legal Secretary III	725.50	749.00	773.50	798.50	824.50	849.00
Legal Secretary II	851.00	878.50	907.00	936.50	967.00	996.00
Legal Secretary I	935.50	966.00	997.50	1,030.00	1,063.50	1,095.50

3. Code 104 Minimum Weekly Rates\*

Grade	9/5/2005	9/4/2006	9/3/2007	9/1/2008	8/31/2009	8/30/2010
40	660.00	681.50	703.50	726.50	750.00	772.50
41	674.50	696.50	719.00	742.50	766.50	789.50
42	701.00	724.00	747.50	772.00	797.00	821.00
43	742.50	766.50	791.50	817.00	843.50	869.00
44	814.50	841.00	868.50	896.50	925.50	953.50
45	903.00	932.50	963.00	994.50	1,027.00	1,058.00

B. Longevity increases. After receiving the increases provided in paragraph A, employees reaching the fourth anniversary of their employment date shall receive an increase in their weekly base rate of nine (\$9.00) dollars. Employees reaching the tenth, fifteenth, twentieth and twenty-fifth anniversary of their employment date shall receive an increase in their weekly base rate of seven (\$7.00) dollars.

C. If the Employer institutes a job grade outside the structure listed above and outside Code 104, the job rate shall be negotiated with the Union. In the absence of agreement, the issue will be resolved under the provisions of Article 34.

D. Employees when required to perform a higher rated bargaining unit job as a temporary assignment of ten (10) work days or more, shall be paid no less than the minimum rate for the higher rated job or an additional \$15.00 per week, whichever is greater, if the following conditions have been met:

1. The employee must have been assigned at the specific request of the Employer;
2. The employee must actually perform those duties normally undertaken by an employee holding the job he/she is filling on a temporary basis.

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\* All minimum rates are adjusted to an even dollar or fifty cents figure.

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E. The University, in its discretion, may pay compensation above the minimum rates to any employee.

#### ARTICLE 9 - JOB DESCRIPTION

A. Each employee will have a written job description. The job description will contain the principal duties of the job, the title of the employee's immediate supervisor[s], and the grade level. It will also contain the following statement:

This description is intended to illustrate the kinds of tasks and levels of work difficulty required of the position and does not necessarily include all the related specific duties and related responsibilities of the position. It does not limit the assignment of related duties not mentioned.

A job description may be changed to meet the operating requirements of the unit, or to reflect changes which have occurred, such as the elimination or addition of specific duties.

B. Each employee shall receive a written job description within six weeks of starting work at the University or of assuming a new position.

C. Neither the Union nor any employee may grieve or arbitrate with respect to the content or description of any job. Arbitrators may not rely on, utilize or consider this provision for any purpose in cases arising under other provisions of this Agreement.

#### ARTICLE 10 - RECLASSIFICATION

A. The University will review the classification of bargaining unit jobs upon request by the Union. The University normally will process three requests per month. If more than two employees are involved in connection with a request, an appropriate modification in the number of requests processed will be made based on the number of employees involved. The University will make a good faith effort to handle additional requests submitted by the Union.

B. Upon a request for reclassification, the University shall investigate and evaluate the request and shall, no later than three months after the request, inform the Union of its

decision. If the request is denied, the reason shall be given to the Union. The denial of a request may be appealed to the University's Office of Legal Counsel. The denial is to be accompanied by a notation of the total points awarded to the job being grieved and to the jobs the Union has asked it to be compared to, up to a limit of three such job comparisons. The University's decision shall not be grievable under Article 34 of this Agreement.

ARTICLE 11 - JOB CLASSIFICATION AND JOB DESCRIPTION MEETINGS

Two University representatives and two Union representatives, at the request of either party, will meet at a mutually agreeable time and place, twice during each contract year, to discuss matters relating to job classification and job description. The meetings will be scheduled for two hours and any Union representative who is a member of the bargaining unit will be released from work to attend the meeting and will be paid for the time spent at the meeting.

ARTICLE 12 - INFORMATION

A. The University will give the Union the names and addresses of new employees within two weeks of the time the information is received by the Human Resources Division.

B. The University will furnish to the Union the dates of changes in status of bargaining unit members, with the employees' home addresses and work locations as shown in the Employer's records, Social Security numbers, dates of employment, job titles, codes, grades, age, gender, ethnicity, administrative unit, and salaries. The University will furnish to the Union notice of all dismissals, layoffs, resignations, deaths, promotions, demotions, transfers, retirements, name changes, reclassification, and leaves of absence and will include the social security number and the dates of such changes. The notice of leaves of absence will include the home addresses and the starting and return dates of the leave. The notice of promotions, demotions, transfers and reclassification will include title, grade, age, gender, and ethnicity. The notice of dismissals, layoffs, resignations, deaths, and retirements will include the home addresses, grade, salary, administrative unit, title, object code, hire date, and shall state the reasons for termination (i.e., discharge, resigned) and whether the employee was on probation. This information shall be furnished by the

twentieth (20th) day of the month following the month in which either they were employed and/or there was any change in employment status. Such reports of information shall be made each and every month and include all changes in address and building location recorded during the preceding month. Should there be no change in employment status, the report shall so state.

C. The University will furnish to the Union a complete list of the names of all members of the bargaining unit, including their Social Security numbers, job titles, job codes, grades, salaries, dates of hire, work locations (including floor and/or room numbers), census code, School or Administrative Unit, and home addresses as shown in the Employer's records, on four occasions during the calendar year, the first list on or before January 15th, the second on or before April 1st, the third on or before July 1st, and the fourth on or before October 1st.

D. The University will furnish to the Union, on an annual basis, a list of employees in order of date of hire.

E. The University will send the job postings list to the Union each week.

F. During the period of November through January and during the period of May through July of each year, every employee shall receive from the University a report, for information purposes only, indicating the total number of sick days and vacation days they have accrued up to the date the report is produced. If a dispute arises over the amount accrued, the original time sheets and any other evidence concerning the employee's attendance will be used to determine the correct amount.

G. The University will furnish to the Union a monthly list of temporary and permanent positions being filled by temporary employees hired by the University.

H. The University will furnish to the Union a monthly list of employees receiving in-grade salary adjustments including each employee's social security number, administrative unit, grade level, new salary, and the effective date of the adjustment.

I. The University agrees to distribute a letter to employees from the Union during the orientation process.

J. The University will make a reasonable effort to provide all information through a mutually agreed upon method of electronic transfer to the Union or its designee. The University is not obligated to purchase additional equipment or incur substantial additional cost.

#### ARTICLE 13 - COPIES OF UNIVERSITY RULES

Copies of any changes in University-wide rules, regulations, and policies which relate to terms and conditions of employment shall be sent to the Union at the same time they are distributed. Whenever practicable to do so, the University shall notify the Union in advance of such changes.

#### ARTICLE 14 - BULLETIN BOARDS

The University shall provide 24 inch by 36 inch bulletin boards in reasonably accessible places for Union notices relating to meetings, dues, entertainment and general union activities. The University and the Union will agree, from time to time, on the locations of up to twenty (20) bulletin boards. Two of the bulletin boards shall be glass enclosed with a lock. No notices which are derogatory to the University shall be posted.

#### ARTICLE 15 - SENIORITY/LAYOFF/DISPLACEMENT

A. Seniority by classification shall mean an employee's length of service within a particular job title and grade within a particular School or administrative unit, a list of which is attached as Appendix A.

B. University-wide seniority shall mean an employee's length of service within the bargaining unit covered by this Agreement.

C. Classification seniority in their most recent position only with immediate ability to do the available work shall prevail in laying off employees and in recalling employees from layoff.

D. Any employee displaced from his or her job title shall be permitted to transfer to any vacant position the University is seeking to fill in the same grade and within the same School

or administrative unit as defined above, provided he/she has the ability to immediately perform the available work.

E. Any employee displaced from his or her job title shall be permitted to exercise seniority (computed on a University-wide basis) by bumping a less senior employee in a lower rated job title within the same School or administrative unit as defined above, provided he/she has the ability to immediately perform the available work. If an opening occurs in the grade and job title held at the time of layoff, the employee may be assigned to it at his/her former rate of pay plus any across-the-board increases applicable to employees in that grade and job title that have occurred within six months of the date of layoff, or his/her current rate if that is higher. There can be only one bump in connection with a layoff. An employee who is bumped cannot bump another employee.

An employee bumping into a lower rated job title in their code must bump the most junior employee. The employee will not have a reduction in pay if the bump is not more than one grade. If the employee bumps more than one grade, he/she shall be paid at the rate of the employee who is bumped, or retain his/her previous rate if that is less.

F. Employees who have exercised "bumping rights" in accordance with paragraph 5 above will be treated as if they are on layoff for purposes of job openings which occur in their former job title within the same School or administrative unit. Employees who are recalled from layoff shall receive their former rate of pay plus any across-the-board increases applicable to employees in that grade and job title that have occurred within six months of the date of layoff.

G. Any employee displaced from his or her job title in accordance with paragraph C, or who is displaced through the bumping procedure in accordance with paragraph E, and who is not eligible for another position in his/her School or administrative unit under paragraphs D and E shall be permitted to fill any vacant position the University is seeking to fill in the same grade or a lower grade, after the effective day of layoff, provided that he/she has the minimum qualifications required for the job. However, an employee exercising this right shall be subject to a new probationary period and shall be covered by all the terms of Article III. The employee will retain seniority for benefit coverage and vacation accrual purposes. If the employee successfully completes the probationary period, his/her seniority shall be considered



unbroken. The right to exercise this provision will expire when seniority ceases for any of the reasons stated in paragraph H.

H. Seniority rights of an employee shall cease for any of the following reasons:

1. Voluntary resignation;
2. Termination for just cause;
3. Failure to return to work from a granted leave of absence;
4. Failure to accept recall from layoff within eight (8) working days after notice is sent by the Employer to the employee and the Union by certified mail;
5. Layoff for a period for more than six (6) consecutive months.

I. Notice of an open position may be sent to all eligible employees on layoff at the same time, with the statement that the job will be filled by the most senior employee who responds within eight (8) working days from the time the notice is sent.

#### ARTICLE 16 - JOB POSTING/TRANSFERS

A. Notice of all permanent bargaining unit job vacancies shall be posted for five working days before the job is filled on a permanent basis and will include job title, grade, location, and a brief description of the job duties including qualifications and necessary skills. Employees who make application during this five-day period and are qualified will be interviewed for the vacancy first, but the University may then consider candidates from outside the bargaining unit or the University as well. A transfer application must be received by the close of business on the fifth working day after the notice has been posted, including the date the notice is posted. Employees who make application during this five-day period will be responded to in writing by the end of the following week. This response will include that the application for transfer has been received and that either: 1) a representative of the hiring department will call to schedule an interview or 2) the applicant is not qualified for the position for which s/he has

applied. Applicants for a position will be notified when the position has been filled. Employees may make no more than 5 applications for transfer per week. This limit does not apply to employees who are on lay off or who have been notified that they will be laid off.

B. Employees who are on notice of layoff will be interviewed first for vacancies for which they are qualified in the same or a lower grade provided that they apply within five working days after the vacancy has been posted.

C. On the day a job listing is posted, a copy shall be sent by University mail to all shop stewards and Union officers based on a list of stewards and Union officers and their addresses provided by the Union.

D. Once a year the University will send the attached letter (Appendix F) to all supervisors and human resources officers explaining the advantages of hiring internal candidates and reminding supervisors and personnel representatives that internal bargaining unit applicants must be interviewed before interviewing applicants from outside the bargaining unit. The Union will be notified when the letter is sent out.

E. Rights contained in this agreement will be included in the job posting, internet posting, staff handbook, and given to employees in writing by the Employment Office of Human Resources when they apply for transfer.

#### ARTICLE 17 - STAFF TRAINING

If the courses listed in Appendix D are offered by the School of Continuing and Professional Studies and are tuition remission eligible, employees who enroll will be reimbursed for the normal 20% tuition charge if they successfully complete the course. Representatives of the University and the Union shall meet annually to discuss other courses, if any, which may be substituted for the courses listed in Appendix D.

#### ARTICLE 18 -- HEALTH INSURANCE

##### (i.) CALENDAR YEAR 2006

A. The University shall continue to provide its United Healthcare point-of-service plan, or substantially equivalent

coverage, on an individual basis and for two persons, at no cost to the employee. The coverage shall include the following provisions:

1. It shall provide the same number of covered psychiatric visits as the University provides for faculty and administrators.
2. A \$15 emergency room fee.
3. A waiver of the \$100 in-network hospital admissions fee.
4. An out-of-network lifetime maximum of \$1,000,000, with benefits paid under previous NYU indemnity plans counted towards the lifetime maximum.
5. An out-of-network deductible of \$200 per person and \$500 per family.

B. Family coverage, including coverage for the spouse or domestic partner and children or children of a domestic partner of a full-time permanent employee is permitted on a shared cost basis. The contribution for family coverage is \$5.00 per month.

C. The United Healthcare point-of-service plan will provide extended eligibility for coverage to unmarried children, including children of a domestic partner, between the ages of 19 to 25 who are full-time students.

D. Part-time permanent employees may enroll in the United Healthcare point-of-service plan or the substantially equivalent coverage offered by the University, at their own expense.

E. The date of coverage and the extent of coverage are determined in accordance with the existing rules, and the terms of the insurance policy.

F. Full-time permanent employees who are eligible may enroll in Health Maintenance Organization (HMO) plans in which the University participates. Participation in these plans is at the option of the employee and is in lieu of participation in the University's point-of-service plan.

G. Part-time permanent employees who are eligible may enroll in HMO plans in which the University participates. Such participation will be at the employee's own expense.

H. The University will continue to provide its Met Life Dental Assistance Benefits Plan, or equivalent coverage, (including the provisions setting forth exclusions, limitations, deductibles and service requirement) on an individual basis to full-time permanent employees at no cost to the employee for the duration of this agreement. Coverage for the family, including a domestic partner and children of the domestic partner, of a full-time permanent employee is permitted on a shared cost basis. The contribution for family coverage is \$4.00 per month. The service requirement is three months. The booklet describing the plan will state on its front cover that the plan was negotiated with the Union of Clerical, Administrative and Technical Staff. The University shall continue to provide the same coverage that it provides for administrators for the duration of this Agreement.

I. The University will provide to full-time permanent employees the same optical discount plan that it provides administrators.

J. If the University grants free or subsidized birth control benefits to other employees, it will extend them to bargaining unit employees at the same time.

(ii) CALENDAR YEARS 2007, 2008, 2009, 2010, 2011  
See Appendix F

#### ARTICLE 19 - GROUP LIFE INSURANCE

A. The Employer shall grant \$20,000.00 of the Employer's group life insurance coverage at the Employer's expense to all full-time employees covered by this Agreement, upon completion of the three (3) months probationary period of employment.

B. Optional additional amounts will be available to full-time employees in \$5,000 increments, up to a maximum of \$40,000, on a cost-shared basis, with the employee paying two-thirds of the cost and the University paying one-third.

C. New employees have 30 days after completion of the probationary period to enroll without proof of insurability.

D. Employees who choose not to elect voluntary coverage during the initial enrollment period available to them will have to show proof of insurability to enroll at a later date.

ARTICLE 20 - RETIREMENT AND PENSION PLAN

A. The Employer will maintain the New York University Staff Pension Plan for eligible bargaining unit employees for the duration of this Agreement.

B. Bargaining unit employees are eligible for participation once they have reached the age of twenty-one (21), have been employed by the University for twelve (12) months, and have worked 1,000 hours in a twelve (12) consecutive month period.

C. Effective November 1, 2000, the amount of pension an employee is entitled to is based on the following formula:

1. Average monthly salary over the three (3) consecutive years with the highest compensation prior to termination date  $\times .014 \times$  first nine credited years of service.
2. Average monthly salary over the three (3) consecutive years with the highest compensation prior to termination date  $\times .017 \times$  credited years of service after 9 up to a maximum of 35 years of service.

An employee may accrue a maximum of 35 credited years of service under all of the sections of this provision.

D. The normal retirement date is the first day of the month after the month in which the employee's sixty-fifth (65th) birthday occurs, or the employee's birthday if the employee's sixty-fifth birthday is the first of the month.

E. Effective January 1, 1986, the mandatory retirement date is eliminated, as required by New York State Law.

F. Effective November 1, 1981, the pension plan is amended to count as credited years of service, years of service prior to the month in which the employee attained his/her 22nd birthday.

G. All questions concerning coverage, vesting, entitlement to pension, or any aspect of the plan are to be resolved in accordance with the procedures contained in the plan and are not subject to the grievance and arbitration provisions of this Agreement.

H. Effective September 1, 1988, the service requirement for vesting is reduced from ten years to five years.

I. The Employer will continue to maintain its present "NYU Retirement Plan" coverage for those employees covered by this Agreement who are currently included in that plan. No additional employees are to be included.

#### ARTICLE 21 - COMMUTATION EXPENSE REIMBURSEMENT ACCOUNTS

The University will make available to employees the same commutation expense reimbursement accounts that it makes available to administrators.

#### ARTICLE 22 - HOLIDAYS<sup>1</sup>

A. The following days are recognized as paid holidays for all permanent full-time employees:

New Year's Day  
Martin Luther King Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

B. In addition, the Employer will schedule seven (7) more paid holidays for each contract year (November 1 - October 31) for all permanent full-time employees prior to the applicable November 1 or within thirty (30) days of the effective date of this Agreement, whichever occurs later. The schedule may vary for a particular area depending on operational needs but the total number of paid holidays will remain the same.

C. Employees required to work on any of the holidays listed in paragraph A (also December 26, 2005 and December 30, 2005 during the 2005-2006 academic year; December 26, 2006 and December 29, 2006 during the 2006-2007 academic year; December 26, 2007 and December 31, 2007 during the 2007-2008 academic year; December 26, 2008 and December 31, 2008 during the 2008-2009 academic year; December 28, 2009 and December 31, 2009

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<sup>1</sup>The holiday schedule is attached as Appendix B.

during the 2009-2010 academic year and December 27, 2010 and December 31, 2010 during the 2010-2011 academic year) shall be paid at the rate of time and one-half for all hours worked on those days in addition to their straight-time pay.

D. Employees required to work on any of the other University holidays, as scheduled in each area, will receive an equal amount of compensatory time off within ten (10) days preceding or succeeding the holiday, or at the option of the Employer shall receive straight-time pay for the hours worked in addition to their straight-time holiday pay.

E. Any employee whose regular day off falls on a holiday shall receive an equal amount of compensatory time off within ten (10) days preceding or succeeding the holiday or at the option of the Employer shall receive an additional day's straight-time pay therefore.

F. If a University holiday falls during the employee's vacation period, the employee is paid for the holiday and not for a vacation day. With the supervisor's prior approval, another vacation day is scheduled or added on to the vacation period.

G. In order to be entitled to holiday pay, an employee must work his/her regularly scheduled workday preceding and following the holiday except when an employee is absent because of illness or injury, and receives sick leave pay for the day[s] involved. The supervisor may require that the illness or injury is certified by a physician's note. The employee is also excused from working the regularly scheduled workday preceding and following the holiday if he/she is on previously scheduled vacation, personal or other holiday, jury duty, or is entitled to bereavement pay for the day[s] involved.

H. A permanent part-time employee is paid at straight-time for those hours he/she would have been scheduled for work on a University holiday as scheduled in each area.

I. An employee eligible for disability or workers compensation benefits is not eligible for holiday pay.

J. No pay is given for holidays which occur during a leave of absence period. If a holiday falls on the first working day after the scheduled expiration date of the employee's leave, the employee is not paid for that holiday.

K. In addition to the scheduled holidays referred to in paragraphs A and B, an employee hired before January 1 in an academic year is eligible for two (2) personal holidays during that academic year (September 1 - August 31). An employee hired January 1 through April 30 is eligible for one (1) personal day. An employee hired May 1 or after is not eligible for personal holiday[s] during that academic year, but will be eligible for two (2) during the next academic year. A personal holiday must be scheduled in advance by mutual agreement of the supervisor and employee. Permission will not be withheld unreasonably but a supervisor may refuse to allow a personal holiday during a peak work load period or more than one in each six month division of the academic year or if less than one week notice is given.

L. An employee may take off time for religious holidays not included in the official University schedule with his/her supervisor's permission. Such time off must either be covered by a personal holiday, vacation time or taken without pay. If additional work is available during the same pay period and the supervisor approves, the time may be made up.

M. A new employee must complete his/her probationary period before taking a personal holiday[s].

N. A terminating employee is not eligible for a personal holiday two (2) weeks prior to the effective date of termination.

O. An employee may not receive pay in lieu of a personal holiday.

P. An employee is not paid for any holiday falling after the last day worked.

Q. Except for emergencies or other circumstances making it impractical, employees will be given a minimum of five (5) days notice if they are required to work on a holiday. Work assignments on holidays will be filled by requesting volunteers from among employees fully qualified to do the work to be performed. If more volunteer than are needed, assignments will be made in order of greatest seniority. If less volunteer than are needed or none volunteer, assignments will be made among employees fully qualified to do the work to be performed in order of least seniority.



ARTICLE 23 - VACATION

A. Full-time permanent employees accumulate vacation days for each completed month of service for a maximum annual entitlement based on years of service as follows:

<u>Years of Service as of September 15</u>	<u>Maximum Annual Vacation Allowance</u>	<u>Monthly Accrual Rate from Sept.1 to Aug.31</u>
less than 3	10 days (2 weeks)	.83 day
3 but less than 8	15 days (3 weeks)	1.25 days
8 but less than 15	20 days (4 weeks)	1.66 days
15 and over	22 days (1 month)	1.83 days

The monthly accumulation is counted from September 1 through August 31 of each fiscal year. On June 1 of each year, employees are advanced credit for June, July, and August, so that the total annual vacation entitlement is available during the summer months.

B. Part-time permanent employees are eligible for prorated vacation accumulation based on the number of hours the employee is scheduled to work each week.

C. New employees are not credited with any monthly vacation accumulation until they have completed six (6) months of service. They are given retroactive credit for a six (6) month accumulation. An employee whose hire date falls on or before the fifteenth (15th) of the month is given vacation credit for that month. An employee hired after the fifteenth (15th) does not receive credit for that month. New employees hired after September 15 of the academic year have a total annual accrual for that year which is fractional (rather than the ten (10) days total allowance the employee would get for a full year of service). These fractions are rounded up or down, so that the vacation time available to new employees is expressed in whole and half days rather than fragments in accordance with the following schedule:

If Hired	Total Accrual During First <u>Academic Year</u>	Vacation Allowance <u>Rounded to</u>
On or before September 15	9.98 days	10 days
September 16 - October 15	9.13 days	9 days
October 16 - November 15	8.30 days	8 ½ days
November 16 - December 15	7.47 days	7 ½ days
December 16 - January 15	6.64 days	6 ½ days
January 16 - February 15	5.81 days	6 days
February 16 - March 15	4.98 days	5 days
March 16 - April 15	4.15 days	4 days
April 16 - May 15	3.32 days	3 ½ days
May 16 - June 15	2.49 days	2 ½ days
June 16 - July 15	1.66 days	1 ½ days
July 16 - August 15	.83 days	1 day

A half-day is computed as 3 ½ hours - one half a regular 7 hour workday.

D. The official vacation period of each School or Division of the University shall consist of no less than twelve consecutive weeks during the months of May through September. The University shall notify employees, and the Union, of each School's/Division's official vacation period by January 31 of that year. With the supervisor's approval, and depending on office workload, an employee may schedule vacation time before May 1, but may schedule no more vacation than has been earned up to that point.

With the supervisor's approval, an employee may schedule all or part of his/her annual vacation after September 30. However, a maximum of one-half of the annual vacation may be carried beyond the first of April and must be used prior to the 31st of August following the academic year (September 1 - August 31) it was earned. Exceptions may only be made by the Assistant Vice President for Human Resources.

Earned vacation may only be taken in whole or half days. Other fractions of days may not be taken except in cases of separation.

Employee requests for vacation should receive a supervisor's response within ten (10) working days, provided that the request is made in writing and less than three (3) months prior to the start of the proposed vacation. If no response is received by the employee within ten (10) working days, the employee may refer the request to the unit's human resources officer, who will respond to the request within five (5) working days.

E. If a University holiday falls during the employee's vacation period, the employee is paid for the holiday and not for a vacation day. With the supervisor's prior approval, another vacation day is scheduled or added on to the vacation period.

F. An employee does not accumulate vacation during an unpaid leave of more than fifteen (15) days.

G. Employees who are specifically hired to work for less than the twelve (12) months of the academic year or who are temporarily laid off for the summer months accrue vacation allowance only for the number of completed months actually worked.

H. Earned vacation is payable upon separation providing the employee has completed six (6) months of service and has given the required two (2) weeks notice. If an employee's last day of work falls on or before the fifteenth (15th) of the month, there is no vacation credit for that month. If the employee's last day of work falls after the fifteenth (15th), he/she receives vacation credit for that month. Vacation due upon separation is calculated on the number of completed months service since September 1 plus any unused vacation from the prior year which the employee was authorized to carry over.

#### ARTICLE 24 - SICK LEAVE

A. A permanent full-time employee who has completed the three (3) month probationary period is eligible for sick leave. Upon completion of the probationary period, each employee is credited with three (3) days sick leave. An employee whose

probationary period ends on or before the fifteenth (15th) day of the month accrues one sick day for that month if he/she completes a full period of service from the end of his/her probation to the end of the month. An employee whose probationary period ends after the fifteenth (15th) day of the month will not accrue a sick day for the period from the end of his/her probationary period to the end of the month. Sick leave time thereafter is accrued at the rate of one day per completed full calendar month of service.

Part-time permanent employees who have completed the probationary period are eligible for prorated sick leave based on the number of hours they are scheduled to work each week.

B. Sick leave may be accrued to a maximum total of one hundred and twenty (120) days.

C. Sick leave time may be used only for absence due to proven illness. The University may require that sickness or injury of three days duration or more be verified by a doctor's certificate. For sickness or injury of less than three days duration, the University may only require a doctor's certificate if the employee has a record of excessive absenteeism; or a pattern of sick days in conjunction with weekends, holidays, vacation, or other days off; or there is other evidence which reasonably indicates that the absence was not caused by illness or injury.

D. Each year an employee may use up to six (6) days of accrued sick leave when necessary for the care of his/her sick child or the child of a domestic partner. Three of these six days may also be used when necessary to care for a sick spouse, domestic partner, parent, sibling, parent-in-law, grandchild, or grandparent. Two sick days per academic year may be used for an employee's scheduled medical, dental or physical therapy appointment. This may be taken in two (2) whole or four (4) half-days, provided that at least three (3) working days notice is given by the employee to the supervisor.

E. An employee may be disciplined or released for abuse of the sick leave benefit.

F. An employee who is absent for more than five (5) consecutive work days may be required to have a medical re-evaluation by the University Health Service at no cost to the employee before returning to work.

G. Sick leave benefits are integrated with the New York State Disability Law and Workers Compensation Act. An employee must use all accumulated sick leave before receiving the benefits provided under the law. There is no duplication of benefits. The twenty-six (26) week disability period prescribed by law begins after the waiting period of five (5) working days, whether or not the employee is using sick leave.

H. Employees with perfect attendance (i.e. no use of sick days for any purpose) during an academic year (September 1 - August 31) shall receive a bonus of \$250.00, payable no later than the first pay period in December.

#### ARTICLE 25 - CHILD CARE

The University will allocate \$100,000 for the calendar year beginning January 1, 2006 to provide a child care subsidy to bargaining unit employees. It will increase the allocation to: \$105,000 for the year beginning January 1, 2007; \$110,000 for the year beginning January 1, 2008; \$115,000 for the year beginning January 1, 2009; \$120,000 for the year beginning January 1, 2010 and \$125,000 for the year beginning January 1, 2011. The funds will be distributed, on a mutually agreed to basis, into dependent care spending accounts established for eligible employees. The allocations will be based primarily on need. Any money not allocated to employee spending accounts in a calendar year will be added to the money provided in the next calendar year.

#### ARTICLE 26 - LEAVE OF ABSENCE

A. Illness - A permanent employee with at least one (1) year of continuous service and who has exhausted accumulated sick pay will be granted, upon request, a leave of absence without pay not to exceed three (3) months in case of bona fide illness or injury. Illness leave of up to twelve weeks duration may be taken in each rolling twelve month period, i.e. an employee's eligibility would be measured by computing the amount of leave taken in the preceding twelve months.

The Employer will make a good faith effort to grant extensions of up to three (3) months if the covered illness or injury continues to disable the employee, and will consider granting leaves to employees with more than three (3) months service but less than one (1) year. However, any determination

will be based solely on the Employer's judgment of its operating requirements and its decision is not subject to the grievance and arbitration provisions of this Agreement.

B. Child Care Leave - An employee with at least one (1) year of continuous service will be granted, upon request, a leave of absence without pay not to exceed forty-five (45) calendar days to take care of his/her dependent child or domestic partner's dependent child. Up to forty-five days of additional leave of absence for child care may be taken without pay, provided the total amount of time away from work, counting both illness leave and child care leave, does not exceed one hundred and thirty-five (135) calendar days. This leave may be taken immediately following illness leave taken in connection with the birth of the child, or within twelve months of the birth or adoption of a child. Child care leave of up to twelve weeks duration may be taken in each rolling twelve month period.

C. Personal - Grants of personal leave are discretionary with the Employer, must be approved by the Assistant Vice President for Human Resources and are not subject to the grievance and arbitration provisions of this Agreement.

D. Military - Leaves of absence for the performance of military encampment duty with the United States Armed Forces or with a Reserve component thereof shall be granted up to a maximum of two weeks. The employee must present a copy of his/her orders to the supervisor. Employees who are called to active duty for a period in excess of two weeks shall be entitled to leave of absence status and/or reemployment rights to the extent required by state and federal law. An employee may not be required, but may request, to use his or her earned vacation time during the period absent for military service.

E. Employees are entitled to all provisions of the Family and Medical Leave Act of 1993 that are not specifically provided for in this agreement.

F. Contractual Benefits During Leave

1. University continues its contributions for health and life insurance coverage during the period of leave. The employee must continue to pay his/her share of such premiums, if applicable.

2. Credit for vacation or sick leave is not accumulated during an unpaid leave of absence of more than fifteen days.
3. No pay is given for holidays which occur during the leave of absence period. If a holiday falls on the first working day after the scheduled expiration date of the employee's leave, the employee is not paid for that holiday.

G. General Provisions

1. An employee may be required to take a medical examination prior to return to work from any Illness Leave of Absence.
2. Failure to return to work upon scheduled expiration of approved leave constitutes grounds for termination. Any employee desiring to return to the University after a leave of absence has expired will be treated as a new applicant. All prior seniority will be lost.
3. Acceptance of other employment while on leave constitutes grounds for termination.

ARTICLE 27 - BEREAVEMENT PAY

Permanent full-time and part-time employees shall not be required to work but shall be paid their regular straight-time pay for their next three (3) working days immediately following the death of their parent, parent-in-law, legal guardian, brother, sister, spouse, domestic partner, child, domestic partner's child, or grandparent. (Any of these days may be postponed for up to two weeks from the date of the death, if necessary, to permit attendance at the funeral or a memorial service.) They may be excused from work for a maximum of one (1) day with straight-time pay to attend the funeral of a close relative other than those listed above. The Employer may require proof of death.

ARTICLE 28 - JURY DUTY

Permanent full-time and part-time employees who have completed the three (3) months probationary period will be paid

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the difference between their per diem compensation for jury service and their regular straight-time pay for each day of their work-week that they are required to qualify, report or serve on a jury. They must report for work on any full or partial days on which they are released from jury duty. Employees are expected to report for work if they could return in time to perform at least three (3) hours of work within their normal work schedule. The employees shall be guaranteed their normal length lunch period.

The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the supervisor and the Employer may request that the employee be excused or exempted from such jury duty if, in the opinion of the Employer, the employee's services are essential at the time of proposed jury service.

Upon request, the Employer will furnish a probationary employee with a statement that the employee is still employed in his/her probationary period and is not entitled to receive jury duty pay from the Employer if required to perform jury service prior to completion of the probationary period.

#### ARTICLE 29 - NOTICE OF LAYOFF

An employee who has completed his/her probationary period shall be given as much notice of a permanent layoff as practical, but not less than two weeks notice shall be given to the employee and the Union. If two weeks notice is not given, the employee shall receive one day's pay in lieu of notice for each day less than ten working days that notice was given, with a maximum of two weeks pay. This payment is in addition to any severance pay or bumping rights to which an employee may be entitled. Failure to give notice beyond two weeks is not grievable.

#### ARTICLE 30 - SEVERANCE PAY

A. In the event of severance of employment by reason of layoff, all permanent full-time and part-time employees shall be paid a severance allowance of one-half ( $\frac{1}{2}$ ) of a week's pay for each full year of service with the Employer up to a maximum of thirteen (13) weeks.



B. If an employee who has been paid severance pay is recalled, the employee shall be considered a new employee for purposes of this Article and entitlement to future severance pay shall be based on the service accrued after the date of recall.

C. Severance pay shall be paid in a separate check which does not contain compensation for any other purpose.

#### ARTICLE 31 - DISCIPLINE, SUSPENSION, DISCHARGE

A. The Employer has the right to discharge, suspend or discipline any employee for just cause.

B. If the Union or the employee desires to contest a discharge or suspension, it must give written notice thereof to the Employer within ten (10) working days from the date the employee was notified of the discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in this Agreement, which may commence at Step 3 of the grievance machinery. If no complaint is filed within the time specified, the discharge or suspension shall be final.

Any grievance concerning disciplinary action other than suspension or discharge shall be initiated at Step 1 of Article 34, Grievance and Arbitration Procedure.

C. The Union shall be sent a copy of any written suspension or discharge notice at or about the time it is issued. Failure to send such copy to the Union shall not serve as a basis to challenge or void the suspension or discharge.

#### ARTICLE 32 - PERSONNEL FILES

Employees will be given an opportunity to read any written warning or letter notifying them of disciplinary action which is placed in their personnel file, and shall receive a copy at the same time. They must acknowledge that they have read the document by signing it. This provision is not applicable to documents placed in the personnel files prior to the date this Agreement is signed, and does not permit inspection of personnel files. It is not applicable to memorandums of oral warnings.

An employee will be permitted to submit a written rebuttal to any written warning letter or notice of disciplinary action and have it placed in his/her personnel files.

ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM

The University's Employee Assistance Program (counseling service) is available to bargaining unit employees. The program is non-grievable.

ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement shall not be considered grievable. This is the sole procedure for the resolution of grievances under this contract.

B. An aggrieved employee or the Union shall present a grievance within twenty (20) days of its occurrence or such grievance shall be deemed waived by the employee and the Union.

C. The steps set forth below will be followed in the processing of grievances:

Step 1. The employee and/or the Union shall discuss the grievance with his/her immediate supervisor. The employee may request the presence of a Shop Steward and the supervisor may request a representative from Human Resources to observe and/or discuss the grievance. The immediate supervisor shall respond to the grievance within fifteen (15) days of the discussion with the grievant and/or the Steward. If the grievance is not resolved to the employee's satisfaction, the Union may, within fifteen (15) days of denial at Step 1, appeal the grievance to Step 2.

Step 2. Grievances appealed to Step 2 shall be reduced to writing and sent to the appropriate administrative official (Dean, Vice President, or head of an autonomous administrative unit) with a copy to the Assistant Vice President for Human Resources. The written grievance must set forth the basis therefore with reasonable particularity, including a designation

of the article of the Agreement relied upon and the remedy requested. The Shop Steward and employee will meet within fifteen (15) days of the notice of appeal with the administrative official referred to above or that person's designee and discuss the grievance. The administrative official or designee shall respond to the grievance in writing within fifteen (15) days from the discussion of such grievance with the Shop Steward. If the grievance is not adjusted to the Union's satisfaction, it may appeal the matter to Step 3.

Step 3. A grievance not settled in Step 2 may be appealed in writing to the Assistant Vice President for Human Resources within fifteen (15) days of the Step 2 denial. The Union representative and the Assistant Vice President for Human Resources or that person's designee shall, within fifteen (15) days, meet to discuss the grievance. The Employer will render a decision in writing to the Union within fifteen (15) days of the Step 3 meeting.

Anything to the contrary herein notwithstanding, without waiving its statutory or other rights, the Employer may present a grievance initially at Step 3 by notice in writing addressed to the Union at its offices. The Union must meet with the Employer's representative within five (5) days and render its decision in writing within ten (10) days of the Step 3 meeting.

Anything to the contrary herein notwithstanding, a grievance concerning discharge or suspension may be presented initially at Step 3 within ten (10) working days of the time the employee is notified of the discharge or suspension.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. The time limits herein may be extended by mutual agreement.

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

D. If either party is not satisfied with the Step 3 response, the grievance may be taken to arbitration within

thirty (30) days of the receipt of the Step 3 response. This time limit is of the essence.

The parties shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The selection of the arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association.

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph A above, and shall not have the authority to add to, subtract from, modify or amend in any way the provisions of this Agreement.

The decision of the arbitrator shall be final and binding upon the Union, the Employer and the employees. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

#### ARTICLE 35 - SHOP STEWARDS

A. A Shop Steward or Chief Steward will be released from work to attend first, second and third step grievance hearings and paid for the time spent at such hearings. The Shop Steward will be the steward designated by the Union as the Area Steward for the locations where the grievant works. No Shop Steward or Chief Steward will be paid for attending more than one grievance hearing a week.

B. The grievance will be scheduled at a mutually agreeable time with the supervisor at Step 1 and the appropriate administrative official or that person's designee at Step 2, and the Assistant Vice President for Human Resources or that person's designee at Step 3. Those officials shall also verify the length of the hearing.

C. The Shop Steward or Chief Steward will not be paid or released from work for time spent in preparation for the hearing or discussing the grievance with the grievant.

D. In order to invoke the provisions of this Article, the Union must give a current list of Shop Stewards to the Assistant Vice President for Human Resources and give notice of any changes in the list within one week of their occurrence.

#### ARTICLE 36 - RELEASE TIME

A. Five officers of the Union and up to 32 shop stewards will be released from work at 4:00 p.m. and paid for one hour of work, one day per month, on a mutually agreeable date, for the purpose of attending a union meeting. An officer or steward scheduled to work past 5:00 pm will be paid for two (2) hours of work.

B. Seven (7) days of paid release time will be granted in total to a union officer or steward to attend state or national union conventions or conferences. The seven (7) days must be allocated among more than one union officer or steward. Ten (10) working day's notice must be given to the appropriate supervisor prior to taking the released time.

#### ARTICLE 37 - HEALTH AND SAFETY

A. Two University representatives and two Union representatives, at the request of either party, will meet at a mutually agreeable time and place, twice during each contract year, to discuss matters relating to health and safety. The meetings will be scheduled for two hours and any Union representative who is a member of the bargaining unit will be released from work to attend the meeting and will be paid for the time spent at the meeting.

B. In compliance with University health and safety policies and procedures, the University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

#### ARTICLE 38 - NO STRIKE, NO LOCKOUT

A. The Union agrees that it will not nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down, stoppage of work, picketing, boycott, refusal to cross the picket line of another union, or otherwise curtail the work or restrict or interfere with the conduct of the Employer. The Employer agrees that it shall not lock out any of the employees covered by the Agreement.

B. In the event that any of the employees violate the provisions of the foregoing paragraph hereof, the Union shall

immediately use every means at its disposal to get its members who participate or engage in any such action to return to work including the distribution to the employees and the Employer, within twelve (12) hours of notice of a violation of this article by the Employer to any Union officer or to the Union offices at 636 Broadway, Room 614, New York, N.Y., 10012, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately. Any employee engaging in any conduct prohibited by the first section of this article will be subject to disciplinary action, including discharge, at the discretion of the Employer.

An employee who is disciplined for a violation of this Article shall have no recourse to the grievance procedure or arbitration provisions of this Agreement except to grieve or arbitrate the contention that he/she has not violated this Article.

#### ARTICLE 39 - MANAGEMENT RIGHTS

The operation and management of the University and the supervision and direction of the employees are and shall continue to be solely and exclusively the functions and prerogatives of the University. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the University and shall not be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct or otherwise than by express provision of this Agreement. Without in any manner limiting or affecting the generality of the foregoing, the right and power to select and hire all employees, to suspend, discipline, demote or discharge them for cause, to promote them to supervisory or other positions, to assign, transfer, supervise and direct all working forces, to maintain discipline and efficiency among them, to determine the facilities, methods, means, equipment, procedures and personnel required to conduct activities, to promulgate rules and regulations and to exercise the other customary functions of the University for the carrying on of its business and operations, are recognized as vested exclusively in the University.

ARTICLE 40 - ENTIRE AGREEMENT

The Employer and the Union agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them, supersedes all oral or written agreements heretofore made, and may only be modified by a written agreement signed by the parties.

ARTICLE 41 - CONFORMITY TO LAW-SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are subject to applicable Federal, State, and Local law, and are separable. If any phrase, clause, sentence, paragraph, or section of this Agreement shall be found to be invalid because of conflict with any applicable Federal, State, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Any substitute provisions shall be subject to negotiation between the parties to this Agreement. If a dispute over this clause should go to arbitration, the arbitrator shall not have the authority to rule on the subject of negotiation.

ARTICLE 42 - UNION VISITATION

An accredited representative of the Union shall have reasonable access to the University's premises where bargaining unit employees are present, for the purpose of administering this Agreement, provided that there is no interference with employees' work and that prior notice of the visit is given to the human resources administrator for the area. The Union will provide in writing, the names and positions of up to three (3) accredited representatives to the University's Office of Labor Relations.

ARTICLE 43 - TERM OF AGREEMENT

This Agreement shall be effective to and including October 31, 2011. The parties shall commence negotiations on a successor contract upon the request of either party on or after August 1, 2011.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7 day of February, 2006.

NEW YORK UNIVERSITY

By Terrance J. Nolan  
Terrance J. Nolan  
Director of Labor Relations

UNION OF CLERICAL, ADMINISTRATIVE  
AND TECHNICAL STAFF AT NYU,  
LOCAL 3882, NEW YORK  
STATE UNITED TEACHERS, AFT,  
AFL-CIO

By Stephen Rechner  
Stephen Rechner  
President

Luc Cartier  
[Signature]  
Thomas J. [Signature]  
Ralph [Signature]  
Allen [Signature]

*TR*

Michele Renee  
Andrew Bell  
10/15  
Eritas  
Edwin Hymson  
Kerissa Ward  
Joy Young

## APPENDIX A

### ADMINISTRATIVE UNIT

President's Office  
Senior Vice President & General  
Counsel  
Senior Vice President  
Development & Alumni Relations  
Senior Vice President  
University Relations & Public  
Affairs  
Vice President for Public  
Affairs  
Senior Vice President for  
Health

Provost  
Vice Provost for Faculty Affairs  
Vice Provost Global/Multi-  
Cultural Affairs

President's Office  
Office of President Emeritus  
Office of President Emeritus II  
Legal Counsel  
Secretary of the University  
Office of Labor Relations  
Office of Senior VP Development & Alumni  
Relations  
University Development  
Grey Art Gallery  
Office Senior VP University Relations & Public  
Affairs  
Office of Community Services  
Government & Community Relations  
University Events  
America Reads/America Counts  
Office of Federal Policy  
Office of Writing and Research  
Special Asst to Pres for Development  
Public Affairs  
Web Communications  
Advertising & Publications  
Media Production  
Photo Bureau  
Office of Senior Vice President for Health  
Office of the Provost  
Summer Session  
Undergraduate Admissions  
Academic Program Review  
Financial Aid  
Villar Global Fellows  
Study Abroad Admissions  
Office of Faculty Housing  
Information Technology Services  
Sponsored Programs  
Faculty & Student Senate Councils  
University Information Center  
Faculty Recruitment Services  
Faculty Resource Network  
Office of Academic Appointments  
Center for Teaching Excellence  
Humanities Council  
Office of Vice Provost Global/Multi-Cultural  
Affairs  
Asian Pacific American Institute  
NYU in London  
NYU in Prague  
Global Education  
Institute of African American Affairs  
NYU in Florence  
NYU in Ghana

Office of Executive Vice  
President  
Senior Vice President for  
Finance & Budget

Office of Executive Vice President  
Office of Senior VP for Finance & Budget  
Office of Vice President Public/Research  
Administration and Development  
Treasurer's Office  
Controller's Division  
Bursar's Office  
University Registrar  
Office of Budget & Financial Planning  
Investment Office

Senior Vice President University  
Operations & Administration  
Institutional Research

Office of Senior Vice President of University  
Operations & Administration  
Office of Vice President for Auxiliary  
Services  
Office of the Vice President for Public Safety  
Office of Vice President for Campus Planning &  
Real Estate  
Office of Vice President for Facilities &  
Construction Management  
Office of Institutional Research  
Skirball  
Maintenance & Operations  
Human Resources  
Auxiliary Services/Housing  
Maintenance & Operations/Housing  
Administrative Services  
Construction Management includes Central Plant  
Real Estate  
Auxiliary Services/Campus Stores  
Public Safety  
Kimmel Center Operations  
Environmental Services  
Space Management

Vice President Student Affairs &  
Services

Office of the Vice President Student Affairs &  
Services  
Student Life  
Counseling Services  
Student Health Center  
Athletics/Coles Sport Center  
Residence Life Education

Libraries

Libraries  
NYU Press  
Cantor Film Center

## Schools

Gallatin School of Individualized Study  
School of Law  
Robert F. Wagner Graduate School of Public Service  
Ehrenkranz School of Social Work  
Faculty of Arts and Science  
Tisch School of the Arts  
Leonard N. Stern School of Business  
School of Continuing and Professional Studies  
Courant Institute of Mathematical Sciences  
David B. Kriser Dental Center:  
    College of Dentistry (includes College of Nursing)  
Steinhardt School of Education  
Institute of Fine Arts

Appendix B

**Holiday Schedule 2005-2006**

November 24, 2005	Thursday	Thanksgiving Recess
November 25, 2005	Friday	Thanksgiving Recess
December 26, 2005	Monday	Winter Recess
December 27, 2005	Tuesday	Winter Recess
December 28, 2005	Wednesday	Winter Recess
December 29, 2005	Thursday	Winter Recess
December 30, 2005	Friday	Winter Recess
January 2, 2006	Monday	Winter Recess
January 3, 2006	Tuesday	Winter Recess
January 16, 2006	Monday	Martin Luther King Day
February 20, 2006	Monday	President's Day
May 29, 2006	Monday	Memorial Day
July 4, 2006	Tuesday	Independence Day
September 4, 2006	Monday	Labor Day

**Holiday Schedule 2006-2007**

November 23, 2006	Thursday	Thanksgiving Recess
November 24, 2006	Friday	Thanksgiving Recess
December 25, 2006	Monday	Winter Recess
December 26, 2006	Tuesday	Winter Recess
December 27, 2006	Wednesday	Winter Recess
December 28, 2006	Thursday	Winter Recess
December 29, 2006	Friday	Winter Recess
January 1, 2007	Monday	Winter Recess
January 2, 2007	Tuesday	Winter Recess
January 15, 2007	Monday	Martin Luther King Day

February 19, 2007	Monday	President's Day
May 28, 2007	Monday	Memorial Day
July 4, 2007	Wednesday	Independence Day
September 3, 2007	Monday	Labor Day

**Holiday Schedule 2007-2008**

November 22, 2007	Thursday	Thanksgiving Recess
November 23, 2007	Friday	Thanksgiving Recess
December 24, 2007	Monday	Winter Recess
December 25, 2007	Tuesday	Winter Recess
December 26, 2007	Wednesday	Winter Recess
December 27, 2007	Thursday	Winter Recess
December 28, 2007	Friday	Winter Recess
December 31, 2007	Monday	Winter Recess
January 1, 2008	Tuesday	Winter Recess
January 21, 2008	Monday	Martin Luther King Day
February 18, 2008	Monday	President's Day
May 26, 2008	Monday	Memorial Day
July 4, 2008	Friday	Independence Day
September 1, 2008	Monday	Labor Day

**Holiday Schedule 2008-2009**

November 27, 2008	Thursday	Thanksgiving Recess
November 28, 2008	Friday	Thanksgiving Recess
December 24, 2008	Wednesday	Winter Recess
December 25, 2008	Thursday	Winter Recess
December 26, 2008	Friday	Winter Recess
December 29, 2008	Monday	Winter Recess
December 30, 2008	Tuesday	Winter Recess

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December 31, 2008	Wednesday	Winter Recess
January 1, 2009	Thursday	Winter Recess
January 19, 2009	Monday	Martin Luther King Day
February 16, 2009	Monday	President's Day
May 25, 2009	Monday	Memorial Day
July 3, 2009	Friday	Independence Day
September 7, 2009	Monday	Labor Day

#### Holiday Schedule 2009-2010

November 26, 2009	Thursday	Thanksgiving Recess
November 27, 2009	Friday	Thanksgiving Recess
December 24, 2009	Thursday	Winter Recess
December 25, 2009	Friday	Winter Recess
December 28, 2009	Monday	Winter Recess
December 29, 2009	Tuesday	Winter Recess
December 30, 2009	Wednesday	Winter Recess
December 31, 2009	Thursday	Winter Recess
January 1, 2010	Friday	Winter Recess
January 18, 2010	Monday	Martin Luther King Day
February 15, 2010	Monday	President's Day
May 31, 2010	Monday	Memorial Day
July 5, 2010	Monday	Independence Day
September 6, 2010	Monday	Labor Day

*TJ*



**Holiday Schedule 2010-2011**

November 25, 2010	Thursday	Thanksgiving Recess
November 26, 2010	Friday	Thanksgiving Recess
December 24, 2010	Friday	Winter Recess
December 27, 2010	Monday	Winter Recess
December 28, 2010	Tuesday	Winter Recess
December 29, 2010	Wednesday	Winter Recess
December 30, 2010	Thursday	Winter Recess
December 31, 2010	Friday	Winter Recess
January 3, 2011	Monday	Winter Recess
January 17, 2011	Monday	Martin Luther King Day
February 21, 2011	Monday	President's Day
May 30, 2011	Monday	Memorial Day
July 4, 2011	Monday	Independence Day
September 5, 2011	Monday	Labor Day

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APPENDIX C

NEW YORK UNIVERSITY

STATEMENT OF DOMESTIC PARTNERSHIP

I. DECLARATION

We, \_\_\_\_\_ and \_\_\_\_\_ certify that  
employee (print) domestic partner (print)

we are domestic partners in accordance with the following criteria and eligible for benefits coverage as domestic partners under New York University's benefits program:

II. STATUS

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. We are of the same sex and neither one of us is married.
3. We are at least eighteen (18) years old and mentally competent to consent to a contract.
4. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside.
5. We reside together in the same residence and intend to do so indefinitely.
6. We are jointly responsible for each other's common welfare and share financial obligations. Joint responsibility for each other's common welfare and shared financial obligations must be demonstrated by the existence of three of the following. We have circled below the types of documentation that we will provide.
  - a. Joint mortgage or lease
  - b. Designation of domestic partner as beneficiary for life insurance
  - c. Designation of domestic partner as beneficiary for retirement contract
  - d. Designation of domestic partner as primary beneficiary in employee's will
  - e. Joint ownership of motor vehicle

- f. Joint checking account or NYU Credit Union account
  - g. Joint credit account
  - h. Domestic partner registration with a state or municipal government
  - i. Health care proxy
7. We understand that as domestic partners we are subject to the same window period governing all other employees who are covered by or applying for benefit plan coverage. For employees, any births, adoptions, and domestic partnerships are all subject to a thirty-one (31) day limit on the enrollment period beginning on the date of the event (i.e., birth, adoption or signing of the statement of domestic partnership).

### III. CHANGE IN DOMESTIC PARTNERSHIP

8. We agree to notify New York University's Benefits Office if there is any change in our status as domestic partners as certified in this statement which would make the domestic partner no longer eligible for University benefits (for example, a change in joint-residence or if we are no longer each other's sole domestic partner.) We will notify the University within thirty (30) days of such change by filing a Statement of Termination of Domestic Partnership ("Statement of Termination"). The Statement of Termination shall affirm that the domestic partnership status is terminated as of its date of execution and that a copy of the Statement of Termination has been mailed to the other party by the party authorizing such action.
9. After such termination, I \_\_\_\_\_, understand that a subsequent Statement of Domestic Partnership cannot be filed until twelve months after a Statement of Termination has been filed with the University Benefits Office.

### IV. ACKNOWLEDGMENTS

10. We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit may bring a civil action against either or both of us to recover their losses, including reasonable attorneys' fees.
11. We understand that any false or misleading statements made in order to receive benefits for which we do not qualify may subject the employee to disciplinary action.
12. We have provided the information in this statement for use by the University's Benefits Office for the sole purpose

of determining our eligibility for domestic partnership benefits.

13. We declare under penalty of perjury that the statements above are true and correct to the best of our knowledge.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Social Security number

\_\_\_\_\_  
School/Division

\_\_\_\_\_  
Employee's/domestic partner's home address

\_\_\_\_\_  
Domestic partner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Domestic partner's Social Security number

Approved: For New York University

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Tjm*

APPENDIX D

Courses referred to in Article 17, Staff Training:

X32.9032 Writing on the Job  
X48.9014 Managing Your Personal Finances  
X48.9068 Testing Yourself  
Y41.9222 Writing Strategies for College  
Y41.9677 Computer Strategies for College  
X48.9065 Career Change Workshop  
X41.9223 Effective Reading and Writing for College  
X48.9309 Job Interviewing Clinic  
X49.9402 Interpersonal Communication Skills  
R48.9301 Networking for Non-Networkers  
X30.9479 Business Writing  
X36.9000 MAC OS: An Introduction



## APPENDIX E

I am taking this opportunity to specially encourage all supervisors and managers to consider the many advantages of filling job vacancies by promoting from within the University. While many job openings are already filled internally, we would like to see it happen even more frequently.

Promoting experienced, competent staff members benefits both your unit and the University in general. The University continues to grow in complexity and the support of capable employees, already familiar with its policies and procedures can be invaluable. In addition, many of our staff have worked to upgrade their skills and knowledge through University-sponsored training programs in areas such as oral and written communications, project management, word processing and customer service. A great many staff are also enrolled in degree programs or are taking courses through SCE's non-credit division. Finally, supervisors themselves play a major role in developing staff and making them ready for promotion by enabling them to learn new tasks. All of these efforts lead to enhanced skills and translate into increased efficiency and effectiveness for your operation.

As evidence of our commitment to creating opportunities for employees, we have agreed to certain provisions in the collective bargaining agreement with the Union of Clerical, Administrative and Technical Staff, which represents clerical and technical employees at the University. Specifically, the contract requires that all bargaining unit jobs be posted for 5 days and that any qualified internal candidate who applies during that 5 day period will be interviewed for the vacancy before any outside candidate is considered.

We ask that all supervisors be mindful of both our contractual obligation and the very positive impact on morale and productivity that staff development can have. The University's experienced and professional workforce is an important resource for your division. Investing in their development and professional growth, utilizing their skills to the greatest degree possible, should remain a priority for us.

APPENDIX F

A. The provisions set forth in Article 18 section (i) C, D, E, F, G, H, I and J shall continue to be applicable in calendar years 2007 through 2011.

B. Commencing in 2007, group health insurance plan for all employees shall consist of either the United Health Care Point of Service Plan (UHC POS) or substantially equivalent coverage, or any Health Maintenance Organization (HMO) in which the University may participate, each with the following features:

	<u>UHC POS</u>	<u>HMO</u>
1. Primary Care Physician Office Visit	\$15 copay	\$10 copay
2. Specialist Office Visit	\$25 copay	\$20 copay
3. Deductible (In-Network)	None	None
Deductible (Out of Network)	\$400/\$1,000	
4. Coinsurance (In-Network)	10%	None
Coinsurance (Out of Network)	30%	
5. Maximum Out-of-Pocket (In-Network)	\$2,000/\$4,000	None
Maximum Out-of-Pocket (Out of Network)	\$6,000/\$12,000	
6. Emergency Room	\$50 copay	\$50 copay
7. In-Patient Hospital (In-Network)	10%	\$100 copay
In-Patient Hospital (Out of Network)	30%	
8. Out-Patient Surgery (In-Network)	10%	\$50 copay
Out-Patient Surgery (Out of Network)	30%	
9. Prescription Drugs Retail (Generic/ Preferred Brand/ Non-Preferred Brand)	\$5/\$10/\$30	\$5/\$10/\$30
Mail Order (3-month supply) (Generic/ Preferred Brand/ Non-Preferred Brand)	\$10/\$30/\$50	\$10/\$30/\$50

C. The group health insurance monthly premium schedule for employees shall be as follows:

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2007	\$0	\$15	\$15	\$30
2008	\$0	\$25	\$25	\$40
2009	\$0	\$35	\$35	\$50
2010	\$0	\$45	\$45	\$60
2011	\$0	\$55	\$55	\$70