Agreement Between

HOFSTRA UNIVERSITY

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 153, AFL-CIO

Office, Clerical and Technical Employees

Term of Agreement:

September 1, 2021 through August 31, 2025



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ARTICLE I. - RECOGNITION

Section 1. The University agrees to recognize the Union as the sole collective bargaining representative for all office, clerical and technical employees including secretaries and assistants employed by the University excluding all other employees, professional employees, confidential employees, supervisors and guards as defined in the Act. (NLRB 29-RC-2652)

<u>Section 2.</u> All regular part-time employees included in the above classifications, excluding temporary, seasonal, casual or on-call employees, shall be covered by this Agreement.

ARTICLE II. - UNION SECURITY

- Section 1. The University agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the execution date of this Agreement, become and remain members of the Union in good standing.
- Section 2. (a) The University further agrees that all new employees hired subsequent to the execution date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing. The University further agrees that temporary, seasonal, casual or on-call employees not covered by this Agreement will, except as provided in Section 3 herein and with the exception of retired bargaining unit members, be required, as a condition of employment, to become and remain members of the Union in good standing after thirty-one (31) days of consecutive employment by the University or ninety (90) days of employment by the University within a twelve (12) month period.
- Section 3. (a) The University may hire temporary persons for the purpose of replacing bargaining unit employees on leaves granted under this Agreement and during vacation periods. The University may also hire temporary persons for up to ninety (90) calendar days (unless extended by agreement with the Union's business representative, whose approval shall not be unreasonably withheld) for a specific project. The University shall notify the Union prior to the hiring of such temporary persons.
- (b) The University may also hire temporary persons to fill vacancies prior to hiring a qualified candidate, provided the University is making a good faith effort to fill such vacancies, and has advised the Union prior to such hiring.
- (c) Temporary persons will not be required to join the Union and will be severed when the employee on leave or vacation returns, or when the specific project is completed or the vacancy is filled. If the employee on leave or vacation does not return, the position shall be posted in accordance with Article X of this Agreement and the temporary person is precluded from bidding on such vacancy unless there is no qualified applicants from within the bargaining unit.
- Section 4. The University agrees to supply the Union with the name, sex, date of birth, address, salary, date of hiring, classification of employees covered by this Agreement within thirty (30) days of the date of execution. The University shall provide the Union with the same

information for all newly hired employees covered by this Agreement within ten (10) days after their date of employment. Thereafter, the Union shall be notified each month of all salary changes, change of address, resignations, retirements, death, dismissals and leaves of absence. The University further agrees to notify the Union, in writing, of any job vacancies in the bargaining unit when or before such jobs are posted. The Union shall also receive periodic updates on the status of vacant positions, and monthly reports on any job elimination, resignation, termination or retirement.

- Section 5. The term "date of employment or hiring" as used in this Agreement shall mean the date an employee actually commences work within the bargaining unit.
- Section 6. A business representative of the Union, upon reasonable notice to the University, shall have access to the University during working hours for the purpose of investigating or settling disputes, provided there shall be no interference with the normal working operations of the University. The University and the Union representative will cooperate in ascertaining all facts in order that an amicable adjustment can be made.
- Section 7. Presently constituted University organizations may not, directly or indirectly, repeal, rescind or otherwise modify the terms and conditions of this Agreement.

ARTICLE III. - CHECKOFF OF UNION DUES

- Section 1. The University agrees to deduct Union dues and initiation fees from the wages of each employee on a semi-monthly basis and remit such dues and initiation fees to the Union promptly after the last deduction each month summarized monthly.
- Section 2. Dues will become due and payable in the first payroll period effective with the first week following thirty (30) days of employment. Initiation fees become due and payable according to the fee payment schedule approved by the Union's Secretary-Treasurer.
- Section 3. Valid and authorized changes in the rate of dues and/or initiation fees will be put into effect in the deductions made by the Employer in the first week of the month following receipt by the Employer of at least thirty (30) days written notice of the change from the Union.
- Section 4. The Union agrees to file proper check-off authorization cards for the checkoff of initiation fees and dues and schedules with the University for each employee prior to such deductions.
- Section 5. The Union hereby agrees to indemnify and hold the University harmless from any expense or liability that shall arise out of or in connection with the University's action in complying with this Article or by reason of wrongful discharge of any employee by the University in accordance with the request or demand of the Union or any of its authorized officials.

ARTICLE IV. - WORK SCHEDULES

Section 1. The normal work day shall be seven (7) hours (9 a.m. to 5 p.m.) and the normal work week shall be thirty-five (35) hours, Monday through Friday. Business hours of the

University shall be 9 a.m. to 5 p.m. throughout the year. However, bargaining unit employees will work 9 a.m. to 2 p.m. on Friday during the summer (i.e., a thirteen-week period commencing on the Monday before Memorial Day). If a University Holiday falls on a Friday during the summer, bargaining unit employees may work a 9 a.m. to 2 p.m. schedule on an alternate day subject to the needs of the department. Variations in the above starting and quitting times will be permitted in accordance with operating requirements. Where new positions are created, the work day and work week shall be established in accordance with operating requirements.

Section 2. During the summer (i.e., a thirteen-week period commencing on the Monday before Memorial Day), overtime shall be computed only after thirty-five hours. Work in excess of thirty-two (32) hours and up to thirty-five (35) hours during this period shall be computed at regular hourly rates. All time off taken during the summer (i.e., a thirteen-week period commencing on the Monday before Memorial Day) will be computed on the basis of a seven (7) hour day and a thirty-five (35) hour week.

Section 3. All hours worked in excess of thirty-five (35) hours per week shall be compensated at the rate of one and one-half times the regular hourly rate. Overtime may only be worked at the written request of the supervisor and, where practical, with the approval of the Human Resources office. To the extent practicable, there shall be an equitable distribution of overtime within departments. For the purpose of computing hours worked under this Section, paid sick leave, vacation and personal days will be considered as time worked, provided such vacation and personal days are scheduled at least one week prior to the date the overtime is worked (except when personal days cannot be scheduled in advance because they are being used for an emergency). All hours worked on Saturday (when Saturday is not part of the employee's regular five-day work week or the sixth day of work when Saturday is part of the employee's regular five-day work week) shall be paid for at the rate of one and one-half times the employee's regular five-day work week or the seventh day of work when Sunday is part of the employee's regular five-day work week or the seventh day of work when Sunday is part of the employee's regular five-day work week) shall be paid for at the rate of double the employee's regular hourly rate.

Section 4. All monies due for overtime shall be paid one (1) pay period in arrears. Errors in overtime pay not attributable to bargaining unit employees, which are reported to the payroll office within three (3) work days of the issuance of the payroll check, will be corrected in the employee's next paycheck after the error is reported.

Section 5. A full-time employee is entitled to two (2) rest periods of fifteen (15) minutes each in each day's work schedule. The first rest period shall occur during the work session prior to the lunch period and the second rest period shall occur after the lunch period. A part-time employee scheduled to work four (4) hours or more in any day shall be entitled to one fifteen (15) minute break on that day.

Section 6. All employees shall be paid on a semi-monthly basis. For purposes of calculating the semi-monthly pay, weekly pay is multiplied by 52 weeks and divided by 24 equal pay periods. All pay will be deposited directly to employees' bank accounts by direct deposit. Employees shall be required to execute necessary forms to effectuate direct deposit.

Section 7. An employee who is called in to work on a day that such employee otherwise was not scheduled to work (normal day off, a holiday or a vacation day previously scheduled with the Human Resources office) shall be paid for at least four (4) hours at one and one-half times the employee's regular hourly rate.

Section 8. An employee who has already left the premises of the University on any day and is then called back from home to work on such day shall be paid for at least two (2) hours at one and one-half times the employee's regular hourly rate.

Section 9. The University may provide the option of a 10 month position. This 10 month position will receive time-off for a specific period from June 15th through August 15th. This 10 month position will initially be offered on a voluntary basis and through attrition. In the event that more than one employee wishes to elect the option of a 10 month position, the full-time employee with the greatest University seniority shall be offered the option of the 10 month position. If a 10 month position is not filled by an incumbent full time employee the University may fill the 10 month position with a new hire.

After one full year any full-time employee who has elected the option of a 10 month position and does not wish to continue in such 10 month position in subsequent years of this agreement will be given the option to have such position return to a regular 12 month position. After one full year in a 10 month position, all elections of a 10 month position will be considered irrevocable.

If the full-time employee who has elected the option of a 10 month position vacates such position, the other full-time employee(s) within the department will be given the opportunity to elect the 10 month position, regardless of salary grade level, prior to the University initiating the posting procedure under Article X, Section 2 of the Collective Bargaining Agreement.

All positions that are identified as 10 month positions will be compensated over a 12 month period from September 1st – August 31st. The rate of compensation will be calculated at 10/12 of regular full-time salary. All wage increases, steps, and bonuses shall be applied according to the provisions set forth in Article XIV of the Collective Bargaining Agreement. Pension and paid time-off benefits will also be calculated at 10/12 of their regular full-time rate. Regular insurance premiums for the University's portion of basic hospitalization, medical and surgical, major medical and group life insurance or contributions for a health maintenance plan (whichever is applicable) will continue during this specified period.

During the term of this Collective Bargaining Agreement, the University may, with mutual agreement from the Union, identify other 10 month positions based on the operational needs of the University. In addition, the University will review recommendations from job incumbents as well as supervisors for other 10 month opportunities.

ARTICLE V. - HOLIDAYS

Section 1. All full-time employees shall receive the following seven (7) holidays with pay:

New Year's Day

Martin Luther King, Jr. Day Memorial Day Independence Day Thanksgiving Day Day after Thanksgiving Day Christmas Day

Section 2. The University agrees that as soon as practicable after the publication of the University calendar for any school year, but in no event later than April 1st of any year, the University shall designate an additional six (6) days as holidays with pay. In the event the University shall fail to so designate such holidays by April 1st, full-time employees shall select holidays, in accordance with their seniority and the operating requirements of the University, from among the following: President's Day; Good Friday; Juneteenth; Columbus Day; Election Day; Labor Day; Day before Christmas Day; and Day before New Year's Day. In the event that the University calendar is changed subsequent to April 1 of any year, the University shall have the right to change such designated holidays upon written notice to the Union at least thirty (30) days prior to the date being changed.

Section 3. The University agrees that, with respect to full-time employees an additional one-half (1/2) day during the Christmas recess shall be designated by the University as a half-holiday with pay. Should operating requirements of the University prevent such half-holiday during the Christmas recess, the parties shall meet to mutually agree on such other time as a half-holiday with pay. Further, two (2) additional holidays will be provided to all full-time employees to be used as religious holidays at the option of the employee, provided the employee notifies their department head at least thirty (30) days prior to said holidays. Employees who fail to designate two (2) religious holidays prior to the Spring recess shall receive such during the Spring recess. Should operating requirements of the University prevent such holidays during the Spring recess, the parties shall meet to mutually agree on such other time as two (2) holidays with pay.

Section 4. All regular part-time employees covered by this Agreement shall receive all holidays when the University is closed with pay based on their usual schedule provided such holiday(s) falls on a day when such part-time employees are scheduled to work. Part-time employees required to work on Easter Sunday will be paid at one-and-one-half times their regular hourly rate, and part-time employees regularly scheduled to work Sundays (but who do not work Easter Sunday) will be paid at straight time for that day.

Section 5. Whenever a holiday shall fall on a Saturday or Sunday, the University shall designate the celebration date as either the preceding Friday or the succeeding Monday. If the celebration date of a holiday shall fall on an employee's regular day off, such employee shall receive another day off.

Section 6. All work performed on a designated holiday to which the employee is entitled shall be compensated at one and one-half (1-1/2) times the straight time rate of pay in addition to the holiday pay for such date.

Section 7. In the event that a holiday shall fall on any employee's regular work day and the employee is not required to work, such holiday shall be considered as a day worked for the purpose of computing overtime.

Section 8. When a holiday falls during an employee's vacation, the employee shall receive the holiday pay and shall not be charged vacation leave for the day.

ARTICLE VI. - VACATIONS

<u>Section 1.</u> Any full-time employee on the payroll on June 30th of any year shall receive vacation time, to be taken during the following twelve-month period, in accordance with the following schedule:

Months of Service	Paid
as of June 30th	Vacation
12 months	10 days
24 months	15 days
36 months	22 days

For lengths of employment of less than twelve months, or lengths of employment falling between designated periods, vacation time will be prorated in accordance with past practice. The full amount of vacation time earned on June 30 shall be available to the employee for use as of July 1. Additional vacation time is not earned until the following June 30, but an employee who leaves before the end of the year in progress will be paid out on a prorated basis as if vacation time were accrued on a monthly basis.

Section 2. Vacation time may be taken in one-half (1/2) day segments provided that no more than ten (10) such segments of five (5) full days may be taken in any vacation year. One-half (1/2) day segments shall mean three and one-half (3 1/2) hours of work.

Section 3. Accrued but unused vacation time for the year ending the June 30th prior to termination, together with vacation time prorated based upon the year in progress pursuant to the formula set forth in Section 1 above, will be paid to an employee who leaves the University's employ.

Section 4. A vacation request shall be submitted by the employees on or before May 1st of each year for summer vacation and on or before October 1st for any remaining vacation days to be taken during the vacation year. Subject to the operating requirements of the University and the consent of the department head, the University will attempt to meet the employees' choices on the basis of their seniority.

Section 5. Vacations must be taken by June 30th of the following year, <u>e.g.</u>, a vacation earned through June 30th, 2015 must be taken by June 30, 2016. Vacations may commence June 1 of any year. No accrual of vacation time is permitted, except as provided in Section 3 and Section 5 hereof.

Section 6. Employees hired on the 15th day of the month or before shall be given credit for a full month's employment when computing vacation time. Employees who leave the employ of the University on the 15th day of the month or later shall be given credit for one full month of employment. Employees hired after the 15th of the month or who leave the employ of the University prior to the 15th of the month shall not be given credit for such month.

Section 7. All regular part-time employees shall receive ten (10) hours of vacation time per year after one (1) year of employment, twenty-five (25) hours of vacation time per year after three (3) years of employment and five (5) additional hours of vacation per year for each full year of employment starting with the fourth year, up to a maximum of seventy-five (75) hours of vacation per year. All rules with respect to vacations as outlined herein shall apply to part-time employees.

Section 8. Employees who become disabled prior to their scheduled vacation or during their scheduled vacation and are eligible for or are receiving disability payments for the period of their scheduled vacation, shall be permitted to designate another period of vacation subsequent to their disability period or will have the option to receive vacation pay in lieu of disability payments for the period of their originally scheduled vacation. Such election shall be submitted in writing to the Human Resource Office of the University prior to the end of the disability period. The first five (5) days of the scheduled vacation, if not charged to vacation, will be charged to available sick leave or unpaid leave of absence.

Section 9. As set forth in the Memorandum of Agreement (MOA) dated July 23, 2021, certain employees who worked a reduced schedule during the pandemic will have restored vacation time in 2021 subject to the terms and conditions of the MOA.

ARTICLE VII. - PERSONAL LEAVE

Section 1. Full-time employees with more than one (1) year of employment shall receive five (5) personal leave days per year with pay. Full-time employees with less than one (1) year of employment shall receive personal leave days as follows:

Months of Service	<u>Days</u>	
After 4 months	2 days	
After 8 months	2 additional days	
After 10 months	1 additional day	

Personal leave days may not be accrued from year to year and no payment will be made for unused personal leave days. In the event of the termination of employment, for any reason, subsequent to the use of personal leave days as provided in this Article VII, the amount of personal time used and unearned, based upon the amount of time worked during the academic year (from July 1) up to the time of termination, shall be deducted from any compensation due the employee at time of termination.

Section 2. All employees must provide at least 48 hours advance notice to their department head of their intent to take personal leave days, unless the absence is the result of an emergency, in which case employees must notify their supervisor as soon after the absence as is

practical. Other than an emergency, scheduling of all personal leave days are subject to the operating requirements of the University as determined by the department head. Requests for personal leave will not be unreasonably denied. However, personal leave may not be taken in less than one (1) hour segments. Three (3) of such personal leave days may be taken for religious reasons without approval of, but subject to notice to, the department head.

Section 3. Regular part-time employees shall receive one (1) personal leave day after 6 months employment, one (1) additional personal leave day after nine (9) months employment and one (1) additional personal leave day after twelve (12) months of employment at their usual rate of pay. Thereafter, regular part-time employees shall receive three (3) personal leave days per year. Such personal leave days shall be scheduled upon notice to the department head and, subject to the operating requirements of the University, such requests shall not be unreasonably denied.

ARTICLE VIII. - SICK LEAVE

<u>Section 1.</u> All full-time employees who shall have completed the probationary period shall be entitled to paid sick leave as follows:

Year of Service

(July 1st to June 30th) Sick Leave Credited

Less than one year One day per month not to exceed five days

in any six-month period up to a maximum of

ten days

One to three years

Ten days per year

Three to six years Fifteen days per year

More than six years

Twenty days per year

The full amount of sick leave for the upcoming year is available to each employee as of July 1. If an employee leaves the employ of the University, however, any used but unaccrued sick leave (i.e., in excess of the prorated year in progress) shall be adjusted upon separation from the University first through offsets from the employee's sick bank, if any, then through deductions from the employee's final paycheck and/or payout of other accrued but unused paid time off.

Section 2. Employees may take sick leave for the reasons set forth in the New York State Paid Sick Leave law, which does not otherwise limit sick leave provided in this Article. Sick leave shall not be cumulative and may not be taken in less than one (1) hour segments. However, during a serious illness of five (5) working days or more, for which an employee is eligible to receive disability insurance and requests same, the first 5 days of such serious illness will be charged to available current sick time. Thereafter, sick time will be charged to available sick time accumulated from unused sick time. On return to work, the staff member will be credited with one day for each month remaining in the current year. In addition, full-time employees will be permitted to use up to five (5) sick days from their "bank" each year of this contract, but only after

they have used all of their current sick days for that contract year. Those employees who have utilized twenty-five percent (25%) or less of their current sick time during the previous leave year and have a minimum of thirty (30) days in their sick bank will be entitled to a pay-out of one-half (½) of the remaining days from their current sick time on or about July 15th of each year. The other one-half (½) of the remaining days will be entered into the employee's sick bank. The employee's total sick bank cannot exceed one-hundred twenty (120) days. Any amount of sick leave in excess of one-hundred twenty (120) days will be forfeited.

- Section 3. Employees hired on the 15th day of the month or before shall be given credit for a full month's employment when computing sick leave credit. Employees hired after the 15th of the month shall not be given credit for such month.
- Section 4. All regular part-time employees shall receive ten (10) hours of sick leave credit per year after one (1) year of employment, a total of twenty-five (25) hours of sick leave credit per year after three (3) years of employment and a total of fifty (50) hours of sick leave credit per year after six (6) years of employment. All rules with respect to sick leave as outlined herein shall apply to part-time employees.
- Section 5. When a holiday(s) shall fall during an employee's paid sick leave, such employee shall receive the holiday(s) pay and shall not be charged sick leave for that day(s).
- Section 6. The New York State Paid Sick Leave law has been considered by the parties to this Agreement.

ARTICLE IX. - LEAVE OF ABSENCE

- Section 1. The University agrees to grant an unpaid leave of absence during periods of an employee's lengthy illness or disability (including childbearing) for the period of the disability. The length of such leave will not exceed the employee's length of service with the University or one year (inclusive of any paid sick leave), whichever is less, except as may be required by law.
- Section 2. The University shall give consideration to granting employees an unpaid leave of absence of up to six (6) months for other personal reasons.
- Section 3. The University may grant an emergency leave of absence, with or without pay, in the event of a major personal emergency, the length of such leave to be mutually agreed upon between the University and the Union. The operation of this Section 3 shall not be subject to the grievance and arbitration procedures of this Agreement.
- Section 4. On the request of a regular full-time bargaining unit member, with more than three (3) years of full-time service at the University, a leave of absence without pay shall be granted for up to one (1) year for the care of a newborn infant or adoption of a minor child. During such leave period seniority shall be retained but will not be accumulated nor shall such leave of absence be consecutive with any other unpaid leave of absence. During such leave of absence, the bargaining unit member may continue their fringe benefits at no cost to the University by reimbursing the University for the cost of such benefits. It is agreed that should the leave of absence be utilized by a bargaining unit member for other equivalent employment, such leave may, upon reasonable notice, be terminated by the University. The University shall have the

option to post and fill a position vacated by an individual on such leave of absence ninety (90) calendar days after the commencement of such leave. In the event that such position is filled on a permanent basis, upon the conclusion of the leave of absence the employee will be given a position equivalent to the position occupied by the individual prior to the commencement of the leave if one is available. In the event such a position is not available, the individual will be given an available position at the same pay received prior to the leave of absence and will be given the next available opening in their prior classification regardless of seniority.

- Section 5. During the above leave periods, seniority will be retained and, for paid leave periods, will be accumulated. Only during a paid leave of absence do additional benefits under this Agreement accrue, except as may be required by law. The University shall have the option to post and fill a position vacated by an individual on an involuntary leave of absence twelve (12) months after the commencement of such leave or when the individual is declared permanently disabled by Social Security or the employee's physician, whichever is sooner. In the event that such position is filled on a permanent basis, and the employee granted the involuntary leave of absence returns within the twelve (12) months of the commencement of such leave, such employee may exercise "bumping" rights as provided in Article XIII of this Agreement.
- Section 6. (a) The University agrees to grant a reasonable leave of absence without pay to no more than two (2) employees who wish to perform work for the Union, such as attending conventions and conferences.
- (b) The University also agrees to grant the Chief Shop Steward and one Assistant Chief Shop Steward up to three (3) days of leave with pay to perform work for the Union, such as attending conventions and conferences.
- (c) During the leaves described in this section seniority will be retained and accumulated and shall be considered continuous service under Article XI, Section 3.

Section 7. During a leave of absence, only the following benefits shall apply:

- (a) Regular insurance premiums for the University's portion of health care coverage and group life insurance or contributions for a health maintenance plan (whichever is applicable), including payments for health plan alternative providers, during periods of disability will be continued by the University for up to two (2) months beyond paid sick leave following the month in which paid sick leave is exhausted. Thereafter, employees, may continue, at their expense, to keep such insurance in force at group rates through the University if permitted by the applicable existing insurance policies.
- (b) During any other leaves of absence which may be granted, employees, at their expense, may maintain health care coverage and group life insurance coverage at group rates through the University if permitted by the applicable existing insurance policies.
- (c) Tuition remission benefits shall continue during approved leaves of absence periods as provided in this Article.
- Section 8. In the event of death of a full-time employee's spouse, long-term partner, child, grandchild, parent, step-parent, grandparent, sibling, parents-in-law, daughter-in-law, son-

in-law or legally adopted children, a leave of absence of five (5) working days from the date of death with pay for those days on which the employee was scheduled to work shall be granted the bereaved employee. In the event of death of a full-time employee's brother-in-law or sister-in-law, a leave of absence of one (1) working day with pay shall be granted to the employee as a funeral leave.

- Section 9. In the event of the death of a regular part-time employee's spouse, long-term partner, child, grandchild, parent, step-parent, sibling, parents-in-law, daughter-in-law, son-in-law or legally adopted children, a leave of absence of three (3) working days from the date of death with pay shall be granted to the bereaved employee, provided the regular part-time employee has completed their probationary period and the three (3) work days immediately subsequent to the date of death falls on a day or days when such part-time employee is scheduled to work.
- Section 10. The University agrees to pay full wages for a period of up to ten (10) business days to any full-time employee obliged to serve on a jury. Regular part-time members of the bargaining unit will receive twenty (20) hours for jury duty on the same basis and under the same conditions as full-time employees.
- Section 11. Employees who are on the University Senate shall be excused from University duties for the purpose of attending Senate meetings without any loss of pay.
- Section 12. None of the above is intended to, or shall be read to, negate the applicability of the Family and Medical Leave Act (FMLA) or other applicable laws governing leaves of absence, including but not limited to payment of health insurance costs during leaves of absence. The University's FMLA policy is fully applicable to employees governed by this Agreement. To the extent this Agreement provides more generous benefits, this Agreement shall govern.

ARTICLE X. - PROMOTIONS AND TRANSFERS

- Section 1. Promotion is hereby defined as a move from a job in a lower salary grade level to a job in a higher salary grade level. It is the intention of the University to fill bargaining unit job vacancies from within the University before hiring new employees provided that employees are available with the necessary qualifications to fill such vacancies.
- Section 2. Notice of all bargaining unit vacancies shall be circulated to employees in accordance with past practice i.e., they shall be posted online for online submission of applications. Each notice shall include job title, grade level, salary range, and a brief description of the job duties including job qualifications and necessary skills. Within five (5) working days after the notice of a bargaining unit vacancy has been posted, applications for such position must be submitted online to the Human Resource Office of the University with a copy submitted to the Union by the applicant. The Union shall be notified of all applicants and those employees who were interviewed for the positions and be notified of the final selection at the time of the selection. All applicants shall be informed in writing of the final selection of the vacancy.
- Section 3. Promotions shall be made on the basis of the individual's qualifications for the position. Qualifications shall include, but not be limited to, the individual's work history at the University, the evaluation of the individual's prior job performance (such evaluation may be done

as per formal evaluation system), and the ability of the individual to meet the requirements and qualifications for the position. In the event that two (2) or more employees have substantially equal qualifications, the employee with the great(est) University seniority shall be selected. An employee who is promoted shall receive whatever shall be the minimum for the new salary grade level or one thousand one hundred dollars (\$1,100.00) per annum increase in their base salary prior to the promotion, whichever is higher.

Section 4. The University shall notify the Union of the person selected for the promotion at the time of the selection. The person selected shall be promoted to the position within thirty (30) days of the date of the selection, provided the position is vacant. In the event that the position is not vacant, the person selected shall be promoted to the position within thirty (30) days of the date the position becomes vacant.

Section 5. All employees selected for promotion or transfer shall be placed on probation in the new position for a period of forty-five (45) calendar days. Until the employee successfully completes the probationary period, the University does not have to post or permanently fill the selected employee's prior position. Should the position be posted, the posting will state that the position is subject to "bumping" by the prior incumbent. A promoted employee shall receive the promotional increase from the date of promotion. In the event the promoted or transferred employee does not successfully pass the probationary period, such employee will be given their former position, if available, or a comparable position, without loss of seniority or former rate of pay. The probationary period may be extended for an additional thirty (30) calendar days, by written agreement between the University and the Union. The decision by the University on whether the employee has or has not successfully completed the probationary period, shall be communicated to the Union in writing, but shall not be subject to the grievance and arbitration provisions of this Agreement. An employee who receives a promotion and successfully completes the probationary period will not be eligible for consideration for another promotion until the individual has occupied the new position for a period of twelve months, provided there are other applicants from within the University for the position sought by the previously promoted employee.

Section 6. An employee may apply for transfer to a position within the same salary grade level and any such transfer may be granted at the discretion of the University. An employee so transferred shall receive the same salary as at their former position. Not more than one transfer may be granted within a twelve (12) month period.

ARTICLE XI. - SENIORITY

Section 1. Newly hired employees shall be considered on a probationary basis for a period of sixty (60) days from the date of hiring. An extension of thirty (30) days shall be granted upon written notice to the Union by the University.

Section 2. During the term of the probationary period, such employees shall not be entitled to any of the benefits of this Agreement except the wage rates recited herein and holidays falling during such period. Probationary employees may be terminated at any time during this period without any recourse whatsoever. After the completion of the probationary period, seniority shall be effective as of the original date of employment.

- Section 3. Seniority shall mean length of continuous service with the University and shall accumulate on a University-wide basis. Continuous service shall mean periods in which an employee receives compensation from the University and as provided in Article IX, Section 5.
- Section 4. An employee shall lose all seniority rights for any one or more of the following reasons:
 - (a) Voluntary resignation or quitting employment.
 - (b) Discharge for just cause.
 - (c) Failure to return to work within the recall period.
 - (d) Layoff for a continuous period of more than two (2) years.
 - (e) Leave of absence in excess of leave period provided herein.
- Section 5. Employees who transfer from a non-bargaining unit position to a position covered by this Agreement shall begin to accrue seniority from the date of employment within the bargaining unit. No credit shall be given for past services in any non-bargaining unit position or for prior service within the bargaining unit.
- Section 6. There shall be separate seniority for part-time employees and full-time employees. Part-time employees as defined herein who subsequently become full-time employees shall receive full-time employee seniority credit based on one-half of their years of calendar service as a part-time employee. Such full-time employee seniority credit received by former part-time employees shall be applicable only for reduction of work force principles and not for any other benefits available to full-time employees.

ARTICLE XII. - NON-DISCRIMINATION

- Section 1. Neither the Union nor the University, in carrying out their obligations under this Agreement, shall discriminate in the application of this Agreement in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national or ethnic origin, physical or mental disability, marital or veteran status or Union membership or any other characteristic protected by law.
- Section 2. The University's Harassment Policy, set forth in Faculty Policy Series #43, and governing sexual harassment and other forms of alleged harassment, is incorporated herein by reference.

ARTICLE XIII. - REDUCTION OF WORK FORCE AND RECALL

Section 1. In the event of a reduction in force, the University agrees that the employee with the least seniority in the job classification in the department where the reduction of work force is to occur shall be the first to be affected by any layoff. However, for the purpose of layoff

and recall only the seven (7) area representatives and the one (1) chief shop steward shall have super seniority.

- Section 2. (a) If the employee shall not have the least seniority in the affected job classification within the job series, such employee shall have the right to replace the employee with the least seniority in the same job classification within the job series provided that such employee shall have the necessary qualifications to satisfactorily perform the work of the replaced employee.
- (b) If the employee shall have the least seniority in the affected job classification within the job series, or if such employee shall not be qualified to replace the employee with the least seniority in the same job classification within the job series, such employee and any other employee who is replaced as a result of this procedure may replace or "bump" the employee with the least seniority in the same or next lower salary grade level within the job series provided that such employee shall have the necessary qualifications to satisfactorily perform the work of the replaced employee and shall have greater seniority than the replaced employee.
- (c) The above procedure will be followed until the most junior employee in the lowest salary grade level within the job series has been reached. There will be no bumping from one job series to another except that employees in salary grade A or employees who bump down to salary grade A will have University-wide bumping rights.
- (d) If an employee stays at the same grade when bumping, the employee's base salary will not be reduced, and if an employee bumps into one (1) lesser grade, the employee will retain their current base pay, except that if their current base pay is higher than the maximum rate of the salary grade level that they have bumped into, they shall receive the maximum rate of the lower salary grade level.
- Section 3. Schedule A attached hereto reflects a list of job classifications within job series. It is recognized that certain job classifications may not be occupied.
- Section 4. Any employee who is replaced or bumped hereunder shall receive a base salary rate of whichever shall be the lower of:
- (a) The maximum of the current salary grade level of the job classification into which such employee shall have been transferred plus all across-the-board increases as of the date in question, or
 - (b) Such employee's former base salary rate,
- (c) Provided the employee stays at the same or one (1) lesser grade, the employee's base pay shall not be reduced.
- Section 5. Any employee who is to be removed from a position in accordance with the procedures herein set forth shall have a period of five (5) working days not including the day of receipt to elect in writing to invoke the bumping procedure herein set forth and the Union and the

University shall identify the employee to be replaced or bumped. Failure to make such election shall be deemed to be an acceptance of the layoff.

Section 6. Any employee bumped to a lower job classification within the job series or laid off shall be placed on a recall list for a period of two (2) years.

Section 7. The University, upon recall, shall do so in the inverse order of seniority within the job series, i.e., recall the employee with the greatest amount of seniority; provided, however, that such employee has the necessary qualifications to satisfactorily perform the duties of the position the University is seeking to fill. The University shall not hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be recalled.

Section 8. An employee recalled and reinstated to other than their former position shall receive whichever shall be the lower of (a) the maximum of the salary grade level for the position for which they were recalled or (b) their former rate of pay plus any wage increases which were applied to the employee's former job classification during the period the employee was on the recall list. An employee recalled and reinstated to their former position shall receive their former rate of pay plus any wage increases which were applied to their former job classification during the period the employee was on the recall list. A recalled and reinstated employee who is not working in their former position shall have the first priority to obtain such position in the event such position is to reopen.

Section 9. Any notice of recall to an employee who has been laid off shall be made by electronic or priority mail with a confirmation of delivery to the last known address of such employee as appearing in the University's personnel records.

Section 10. Failure to return to work or failure to notify the University of extenuating circumstances as to why the individual cannot return to work within ten (10) working days after mailing of the recall notice shall void all recall rights.

Section 11. Any full-time employee with six months or more service shall receive, on termination, by reason of a reduction of work force or because of physical or mental inability to perform job duties, a severance allowance as per the following schedule:

Six months = 1 week's pay
One year = 2 weeks' pay
Five years = 6 weeks' pay
Ten years = 9 weeks' pay
Twenty years = 11 week's pay

Section 12. Any regular part-time employee with one or more years of service shall receive, on termination, by reason of a reduction in force, a severance allowance of one (1) week's pay based upon the normal weekly scheduled hours of such part-time employee. Regular part-time employees with five years or more service shall receive, on termination, by reason of a reduction of work force, an additional week's pay or a total of two (2) weeks as a severance allowance based upon the normal weekly scheduled hours of such regular part-time employee. Regular part-time employees with ten (10) years or more of service shall receive, on termination,

by reason of a reduction in force, a severance allowance of three (3) weeks based upon the normal weekly scheduled hours of such regular part-time employee.

- Section 13. Any employee laid off and recalled shall accumulate severance allowance from the date of recall.
- Section 14. An employee who is laid off in accordance with this Article XIII shall be permitted to continue any tuition remission benefit for the semester in progress for the employee, and for one (1) additional semester for a dependent child(ren).
- Section 15. Prior to implementing a layoff of bargaining unit members, the University will (i) supply the Union with a list of job titles and job descriptions of bargaining unit members, student aides, graduate assistants, alumni ambassadors and administrative staff in the affected department, and (ii) meet with the Union to discuss whether non-bargaining unit individuals such as those listed above are performing bargaining unit work and, if so, whether such work has been assigned in violation of this Agreement. In the event the University and the Union cannot agree regarding the above, the Union shall notify the University if it intends to proceed to arbitration as to the issue of whether the University has violated the recognition clause or other provisions regarding the Union's jurisdiction. The arbitration shall be before Richard Adelman, Howard Edelman, Ralph Berger, Bonnie Weinstock or another mutually-agreed arbitrator (whoever of them has the earliest mutually-agreeable date). The arbitrator shall be directed to issue a decision within fourteen (14) days after the close of the hearing.

ARTICLE XIV. - RATES OF PAY

- Section 1. Employees are classified in accordance with the table of job classifications and salary grade levels listed in Appendix I attached hereto and made a part hereof. Effective September 1, 2021, subject to the provisions of Article XIV, Section 10, after the implementation of any increase provided in Section 2 herein, all full-time employees covered by this Agreement who are on the payroll as of August 31, 2021 shall receive at least the minimum base rates for their salary grade level as provided in Appendix II-E attached. The University and the Union agree subject to the provisions of Article XIV, Section 10, that the minimum and maximum base salary rates for each salary grade level set forth in Appendix II-E shall comprise the wage and salary structure for the University and shall be effective for the term of this Agreement.
- Section 2. Effective September 1, 2021, all continuing full-time members of the bargaining unit shall receive a wage increase in their base salary of two and three quarters percent (2.75%).
- Section 3. Effective September 1, 2022, all continuing full-time members of the bargaining unit shall receive a wage increase in their base salary of two and one half percent (2.50%).
- Section 4. Effective September 1, 2023, all continuing full-time members of the bargaining unit shall receive a wage increase in their base salary of two and one half percent (2.50%).

Section 5. Effective September 1, 2024, all continuing full-time members of the bargaining unit shall receive a wage increase in their base salary of two and seven tenths percent (2.70%).

Section 6. Effective September 1, 2023 and September 1, 2024, if the percentage wage increase in the Consumer Price Index "CPI" for the New York — Northeastern New Jersey (All Urban) for the period July 1 of the preceding year to July 1 of the academic year to which the wage increase applies, is more than 5%, then the salary adjustment effective September 1 of that academic year shall be an additional one quarter percent (.25%) for each one-half percent (.5%) increase in the CPI above five percent (5%). However, in no event shall the increase exceed seven percent (7%).

Section 7. All regular part-time employees covered by this Agreement shall receive an hourly increase in pay equal to the percentage increases set forth in this Article XIV, Sections 2 through 8 on the same basis and on the same effective dates.

Section 8. The foregoing wage increases provided for in this Article XIV shall be subject to the following:

The University will calculate wage increases, as in the past, by adding to the existing base pay the amount attributable to the mandatory employer contribution to the Local 153 Pension Fund, then applying the percentage increase to that amount, and then deducting the amount attributable to the mandatory employer contribution. The contribution rates shall be as set forth in the Preferred Schedule of the Funding Improvement Plan of the Local 153 Pension Fund dated May 21, 2010 and as updated thereafter by the Union.

Thereafter, the University will calculate the wage increases as provided for in this Article XIV. The University will continue to make the contributions referred to in the preceding paragraph and as such the reduction of each employee's base salary will remain in effect.

For all new employees, the minimum salary of the grade level will be reduced by the amount equal to the mandatory employer contribution to the Local 153 Pension Fund at the rates as set forth in the Preferred Schedule of the Funding Improvement Plan of the Local 153 Pension Fund dated May 21, 2010, as updated thereafter by the Union, as set forth below. This salary will be considered the employee's annual base salary. The following mandatory contributions shall be required:

Effective September 1, 2021: \$31.42 per week, per employee Effective September 1, 2022: \$32.36 per week, per employee Effective September 1, 2023: \$33.33 per week, per employee Effective September 1, 2024: \$34.33 per week, per employee

Section 9. The minimum and maximum rates in the wage progression schedule (Appendix II-E) will be maintained during the life of the Agreement.

Section 10. All full-time employees covered by this Agreement, shall receive a \$312 step payment to bring those full-time bargaining unit members earning less than the maximum rate

for their respective labor grade up to the maximum rate for their labor grade, on the following dates: December 31, 2021, February 28, 2022, February 28, 2023, February 29, 2024, February 28, 2025. All full-time bargaining unit employees who are at or above the maximum rate for their labor grade shall receive a \$400 bonus not added to their base salary on the following dates: September 1, 2021, September 1, 2022, September 1, 2023, September 1, 2024.

Section 11. Effective each March 1 and September 1 of this Agreement, the University will consider all applications for reclassification or upgrading from either part-time or regular full-time bargaining unit employees. The University shall investigate each proposal and inform the individual submitting such application within sixty (60) days as to its disposition. Any such proposal granted by the University hereunder shall include a minimum base salary increase of One Thousand One Hundred Dollars (\$1,100.00) per annum effective on the date such proposal is granted. Individuals submitting a proposal for reclassification or upgrading shall not be permitted to submit another request for reclassification or upgrading within the twelve months of the date of the original request, unless there have been major changes in the job functions of the position in question within that twelve-month period. The operation of this Section 12 shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 12. All full-time employees who are assigned to replace an employee in a higher classification for 20 calendar days or more, shall receive a temporary upgrading differential of Twenty Five Dollars (\$25.00) per week from the first day of the twenty-day period.

Section 13. All full-time employees regularly assigned to a shift scheduled to end after 10:00 p.m. and before 10:00 a.m. the following day shall receive a differential rate of ten percent (10%) above their regular hourly rate for each hour worked beyond 10:00 p.m. and before 10:00 a.m. All full-time employees regularly assigned to a shift scheduled to end after 7:00 p.m. up to 10:00 p.m. shall receive a differential rate of five percent (5%) above their regular hourly rate for each hour worked beyond 7:00 p.m.

ARTICLE XV. - HEALTH AND WELFARE

Section 1. The University shall continue to provide, at the University's expense, group life insurance coverage and group accidental death and dismemberment insurance coverage effective the first day of the calendar month following completion of the probationary period for each full-time employee as follows:

BASE SALARY	COVERAGE
\$5,001.00 - \$6,000.00	\$12,000.00
\$6,001.00 - \$7,500.00	\$15,000.00
\$7,501.00 - \$10,000.00	\$20,000.00
\$10,001.00 - \$15,000.00	\$30,000.00
\$15,001.00 - \$20,000.00	\$40,000.00
\$20,000.00 and over	\$50,000.00

Section 2. The University shall provide health care coverage (including hospitalization and medical) for each full-time employee and their covered dependents in accordance with the provisions of the various plans offered by the University from time to time and subject to the

terms of this Article XV. Employees electing to receive health care coverage shall contribute toward the cost of the plan (on a pretax basis) selected by the employee pursuant to the following schedule:

Required Employee Contribution

<u>Plan</u>	Individual Coverage	Family Coverage
All Plans	25% of premium	25% of premium

Section 3. The University shall provide health care coverage pursuant to the schedule above effective the first day of the month following completion of the probationary period for each full-time employee.

Section 4. Throughout the term of this Agreement, the University shall continue to make available a University Plan, currently administered by Empire, including EPO and POS options. During the term of this Agreement, the health benefits terms and conditions applicable to members of the Local 153 bargaining unit shall be the same as those applicable to faculty. The Summary Plan Description shall be attached to this Agreement. The University also reserves the right to offer such additional plans at the Employer's option on the same terms and conditions that such plans are offered to other employees.

Section 5. The University's contribution toward the contributory dental plan will be \$250.00 per year for each full-time bargaining unit employee who has successfully completed their probationary period and who elects to participate in the voluntary dental plan. It is understood that such dental plan will provide for individual coverage only. In order to continue such plan, it is understood that seventy-five percent (75%) of the eligible bargaining unit members must enroll in the plan.

Section 6. The University agrees to continue until age 64 or until the effective date of an approved Social Security Benefit, whichever comes first, statutory disability benefits for an employee who is totally disabled in accordance with Social Security standards and who has applied to the Social Security Administration for total disability Social Security benefits. Benefits would be terminated if an employee on disability were reemployed.

Section 7. The University shall offer the flexible spending account (FSA) to all full-time employees of the bargaining unit subject to the terms and conditions of the Plan and the regulations which govern its operation.

Section 8. Members of the bargaining unit may elect at their individual options to subscribe to a long-term disability insurance policy after completing one (1) year of service in accordance with the terms of the policy designated by the University, which policy shall be fully paid for by the employees, at the premium rates adjusted from time to time by the insurer.

Section 9. During the term of this Agreement, federal law is scheduled to impose a high value "Cadillac Tax" on the POS Plan option currently offered by the University, based on

the value of the POS Plan benefits. If applicable, a 40% high value tax is scheduled to be imposed. It is the University's intention to continue to provide a health plan option that complies with federal law but which does not trigger the "Cadillac Tax". The University reserves the right to reopen this Agreement on 90 days' notice to the Union prior to the effect of the "Cadillac Tax" for the purpose of negotiating the impact of the tax with respect to the POS Plan on the parties to this Agreement. If the parties are unable to agree to a resolution following any reopener, the parties will submit the issue of the cost of the sharing of the POS-related "Cadillac Tax" to interest arbitration, to the same panel of arbitrators as set forth in Article XIII, Section 16.

ARTICLE XVI. - PENSION AND RETIREMENT

- Section 1. The University shall make available the benefits of the Hofstra Pension Plan to full-time employees (or regular part-time employees employed for more than 1,000 hours in the prior year) with not less than one (1) year of continuous employment and who have attained the age of 26. Participation is entirely voluntary, but is subject to a one-time irrevocable election at the time of initial eligibility to participate.
- Section 2. In order to participate in the Hofstra Pension Plan, an eligible participant must contribute 2.50% of their annual base salary up to the Social Security maximum and 6.20% of the amount of their annual base salary in excess of the Social Security maximum. Such contributions can only be made through a salary reduction agreement.
- Section 3. The University will contribute to the Hofstra Pension Plan in accordance with the plan option selected by the employee, the following sums for all full-time employees and regular part-time employees hired on or before September 1, 2010, who work more than 1,000 hours in the prior year, provided such employees voluntarily join, participate in and contribute to the Hofstra Pension Plan as follows:
- (a) For employees who participate in the Hofstra Pension Plan for less than five (5) consecutive years, the University will contribute eight percent (8%) of the individual's annual base salary up to the Social Security base earnings and ten percent (10%) of the individual's annual base salary in excess of the Social Security base earnings.
- (b) After five (5) consecutive years of participating in the Hofstra Pension Plan, the University will contribute ten and one-half percent (10 1/2%) of the individual's annual base salary up to the Social Security base earnings and twelve and one-half percent (12 1/2%) of the individual's annual base salary in excess of the Social Security base earnings.
- (c) After fifteen (15) consecutive years of participating in the Hofstra Pension Plan, the University will contribute thirteen percent (13%) of the individual's annual base salary up to the Social Security base earnings and fifteen percent (15%) of the individual's annual base salary in excess of the Social Security base earnings.
- (d) After twenty (20) consecutive years of participating in the Hofstra Pension Plan, the University will contribute fifteen and one-half percent (15 1/2%) of the individual's annual base salary up to the Social Security base earnings and seventeen and one-half percent (17 1/2%) of the individual's annual base salary in excess of the Social Security base earnings.

(e) Effective September 1, 2010, for employees hired on or after that date, the University will contribute five percent (5%) of the employee's base salary in the employee's second through fifth years of employment, and an additional and cumulative one percent (1%) in the sixth through tenth years of employment, with ten percent (10%) contributions for all years thereafter.

Section 4. It is agreed that during the term of this Collective Bargaining Agreement, the University may, at its discretion, amend the contributions required in Sections 2 or 3 in order to comply with regulations which may be issued by the I.R.S. under the Nondiscrimination Provision of the Internal Revenue Code.

Section 5. Normal retirement for bargaining unit employees shall be upon attaining the age of sixty-five (65) years. Nothing herein shall be construed as a requirement of mandatory retirement at any age, except as provided by applicable state and federal law. The University agrees to pay towards medical benefits the same amount for individuals who continue to work beyond normal retirement as paid by the University prior to age sixty-five (65). Life insurance coverage for employees aged sixty-five (65) who continue to work beyond normal retirement will remain unchanged. However, should such employees continue to work to age sixty-eight (68) or beyond, such life insurance coverage will be reduced to \$5,000.00 at age sixty-eight (68) and \$2,500.00 at age seventy (70).

Section 6. A cash retirement bonus based on years of full-time continuous service within a position covered by this Collective Bargaining Agreement shall be paid to retiring full-time employees (age sixty or over) as follows:

Years of Full-time Continuous	
Service in a Position Covered by	
This Collective Bargaining Agreement	Cash Bonus
10 years	\$ 600.00
11 – 15 years	\$1,000.00
16 – 20 years	\$1,500.00
21 – 25 years	\$2,000.00
26 years or more	\$2,500.00
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Section 7. For existing employees, as of the date of this Agreement, upon retirement at age sixty (60) or over with ten (10) or more years of full-time continuous service in a position covered by this Agreement, the University shall continue to provide health care benefits for a former employee and, if such employee had contributed to family coverage, her/his spouse until such employee shall attain the age of sixty-five (65) or such other eligibility age as shall be designated by Medicare, subject to the following terms:

(a) If the employee has more than ten (10) years of full-time continuous service as of September 1, 2005, the employee upon retirement may continue coverage for the employee and their spouse provided that the employee contributes 25% of the cost of such coverage;

- (b) If the employee has more than five (5) but less than (10) years of full-time continuous service as of September 1, 2005, the employee upon retirement may continue coverage for the employee and their spouse provided that the employee contributes 25% of the cost of individual coverage and 50% of the additional cost for spousal coverage;
- (c) If the employee has less than five (5) years of full-time continuous service as of September 1, 2005, the employee upon retirement may continue coverage himself/herself only for the employee provided that the employee pays 25% of the cost of such coverage;
- (d) The University shall not be obligated to provide health care coverage upon retirement for employees hired after September 1, 2005.
- (e) Notwithstanding the University's right to apply the terms of this Section 7 as written, the University agrees to continue providing healthcare benefits for an employee upon retirement after the later of the age of sixty-five (65) or the age of Medicare eligibility, on the other terms and conditions set forth in subsections (a), (b), (c) and (d), above, provided the employee retires on or before August 31, 2016.
- Section 8. Upon retirement at age sixty (60) or over with ten (10) or more years of full-time continuous service in a position covered by this Collective Bargaining Agreement, the University shall continue to provide group life insurance coverage for a former employee in the amount of \$5,000.00 upon retirement with a reduction to \$2,500.00 at age seventy (70).
- Section 9. The Employer shall contribute into the Local 153 Pension Fund the weekly contribution set forth in Article XIV, Section 9, for each employee who is covered by this Agreement, including those hired subsequent thereto, and who works or is paid for at least one (1) hour during the week. The contributions shall be paid to the Fund monthly for work performed during the prior month. This Fund is administered by a Board of Trustees composed of an equal number of Union Trustees and Employer Trustees designated by each respective group, pursuant to a Trust Agreement and a Pension Plan which conforms to all applicable laws and which has been approved by the Treasury Department as an exempt Plan. The Employer accepts the Trustees designated and is bound by the provisions of the Agreement and Declaration of Trust.

The Pension Plan provides, among other things, for payment of:

- (i) A normal pension at age 65 after five (5) years of service as defined in the Plan.
- (ii) An early retirement pension at age 55 after fifteen (15) years of service as defined in the Plan.

The Board of Trustees shall have the right to determine the amount of benefits to be paid for such pensions.

The University agrees to provide notification to the Union of the resignation or retirement of any employee within thirty (30) days of the employee's resignation or retirement.

Such notice will include the name, address, date of hire, job title, classification, wage rate and the last date of employment.

ARTICLE XVII. - TUITION REMISSION

Section 1. Upon satisfactory completion of the probationary period, full-time employees may enroll for up to a maximum of twenty-four (24) credits per academic year without payment of tuition, provided that such employees continue employment except as provided in Section 4 below. A course may be taken for one (1) hour during the normal lunch period in lieu of a one-hour lunch or during the employee's regularly scheduled work week, provided the department head or supervisor has issued written approval prior to the commencement of the course. In addition, only one such class (taken during the employee's regular scheduled work week) may be taken each day. However, a 4:25 class may be taken in the same day as a lunch hour class provided employee arranges with the department head to begin work thirty-five minutes earlier.

Section 2. After one year of continuous employment, spouses of full-time employees shall be entitled to receive tuition remission benefits. In addition, retired full-time employees and their spouses shall be entitled to receive tuition benefits. The benefits under this Section 2 shall be subject to the following limitations (six courses will be divided as follows: two (2) courses not to exceed eight (8) credits per regular semester and one (1) course not to exceed four (4) credits per summer or per mini-semester).

Section 3. The semester following satisfactory completion of their probationary period regular part-time employees (or her/his spouse/child) covered by this Agreement similarly shall be entitled to receive tuition remission benefits of one (1) course per semester not to exceed four (4) credits for up to two semesters per year. After completing five (5) years of continuous service, regular part-time employees and/or their spouse or child, shall be entitled to a total among the employee, spouse and child of nine (9) credits for up to two (2) semesters per year.

Section 4. If an employee resigns or is released during a semester, the course(s) that she/he or the employee's spouse is taking may be dropped without payment. If the employee and/or spouse elects to continue the course(s), while no longer in the employ of the University, tuition will be prorated for the balance of the semester.

Section 5. Full-time employees are entitled to the following tuition remission for their children:

- (a) 1/4 tuition remission after 1 year but less than 2 years of employment.
- (b) 1/2 tuition remission after 2 years but less than 3 years of employment.
- (c) 3/4 tuition remission after 3 years but less than 4 years of employment.
- (d) Full tuition remission after 4 years of employment.

After the first year and up to the fourth year of eligibility for tuition remission, those employees whose anniversary date falls after the commencement of the semester in which their child is

enrolled, the tuition remission will be adjusted after the employee's anniversary date to the end of the semester to reflect the increase in benefit.

Section 6. Tuition shall be remitted as provided in Section 5 for children of full-time employees who are legal dependents (as defined by Internal Revenue Standards) of such employees, irrespective of age or marital status, while enrolled at the University as either full-time or part-time students pursuing a baccalaureate degree.

Section 7. If, after ten (10) or more years of continuous employment at the University, a full-time employee should die or become disabled while still in the employ of the University, full remission of tuition will be granted to her/his children who are eligible to enroll in undergraduate courses. Remission of one-half of tuition will be granted to children of deceased full-time employees who have more than five (5) years but less than ten (10) years of continuous employment.

<u>Section 8.</u> In order to obtain tuition remission, all University requirements for admission and registration must be satisfied. Courses may not be taken under the tuition remission program at the Law School or under any doctoral program.

<u>Section 9.</u> The uniform rules and regulations of the University governing tuition remission continue to be applicable under this Agreement.

Section 10. The University will participate in a Tuition Exchange Program providing for full tuition scholarships at participating institutions for two (2) children of full-time members of the bargaining unit. Such students shall be eligible for the benefits of this program as University participants numbered five and six. This program shall be suspended when a net negative (net debit units) semester hours for the University reach a maximum of twenty-four (24) student semester units and will be reinstated when the net debit units are less than twenty-four (24). The University will notify the Union of all applicants from the bargaining unit and the final selections of these applicants. Such scholarships shall be payable in accordance with the uniform rules and regulations of the University and the Tuition Exchange Program.

Section 11. Scholarships will be provided to dependent children of full-time members of the bargaining unit attending other institutions of higher education in the amount of \$2,750.00 per year. Such scholarships shall be payable in accordance with the uniform rules and regulations of the University governing tuition scholarships.

ARTICLE XVIII. DISCHARGE

Section 1. It is understood that the University has the right to discharge or discipline an employee for just cause. The University agrees to notify a representative of the Union at the same time of any such discharge or discipline; however, in the event that University is unable to give notice at the same time, such notice shall be given within twenty-four (24) hours. Failure to give notice at the same time shall not be deemed a breach of this Agreement.

Section 2. If it shall be found that an employee has been unjustly discharged, such employee shall be reinstated without loss of seniority or reduction in base salary rate. An

arbitrator shall determine the appropriate remedy in each case which may be brought to arbitration.

- Section 3. Grievances concerning disciplinary action other than discharge must be submitted within thirty (30) days of such action. Grievances concerning discharge must be submitted within ten (10) days of the date of discharge.
- Section 4. A Union representative must be present during disciplinary conferences. Further, the Union shall receive a copy of written discipline, as provided in Section 1, along with a copy to the chief staff representative and a copy for the employee's personnel file.
- Section 5. On September 1st of each year, the University will remove from the personnel files of all bargaining unit employees all items, except for factual data, that are more than three (3) years old as of that date, except that the University may rely on, and not remove, any discipline that is more than two (2) years old of the same employee in further disciplining that employee, provided that there has been an intervening disciplinary action for the same or similar conduct. Should two (2) years elapse without intervening action, the employee's file will indicate in writing compliance with the purpose of this discipline.

ARTICLE XIX. - GRIEVANCE MACHINERY AND ARBITRATION

- Section 1. A grievance shall mean any alleged violation of the terms and conditions of this Agreement.
- Section 2. Except as otherwise provided in Article XIII, within thirty (30) days of the occurrence of an incident giving rise to a grievance, an aggrieved employee shall present such grievance in Step 1 and the Union or the University shall present a grievance in Step 3; provided, however, that there shall be no time limitation for a grievance alleging that, by administrative error, an employee did not receive the correct wages agreed upon. Failure to present such grievance within such time period shall be deemed a waiver of the grievance.
- Section 3. In the event of such grievance, the steps hereinafter set forth shall be followed:
- Step 1: The employee and a staff representative or the employee individually, but in the presence of the staff representative, shall take up the grievance with the immediate supervisor. Such supervisor shall respond to the grievance within ten (10) days of such meeting. In the event the grievance is not satisfactorily adjusted, a grievance shall move to Step 2 within ten (10) working days of the supervisor's response or shall be deemed waived.
- Step 2: The chief staff representative will discuss the grievance with the head of the department involved. In cases where the department head represented the University in Step 1, the area head or Dean shall represent the University. Such person shall respond to the grievance within ten (10) days of such meeting. In the event the grievance is not satisfactorily adjusted, the grievance shall move to Step 3 within ten (10) working days of the response or shall be deemed waived.

- Step 3: The Union representative and the President of the University or another designee and/or the Chief Human Resources Officer or another designee shall meet to discuss the grievance. In the event the grievance is not satisfactorily adjusted within ten (10) working days after such meeting, the grievance may be taken to arbitration by either the Union or the University upon proper written notice to the other party. If demand for arbitration is not made within the thirty (30) day period following such meeting, the grievance will be deemed waived.
- Section 4. All grievances and answers to grievances as provided herein must be submitted in writing to the appropriate parties at each step in the grievance procedure.
- Section 5. Grievances involving discharge or suspension shall be initiated in Step 3 above.
- Section 6. If, in any of the foregoing steps, either the Union or the University shall fail to carry out the procedures involved, the other party may take the dispute directly to arbitration.
- Section 7. Any alleged violation of Article XX of this Agreement concerning Business or Employment Interruptions may be taken directly to arbitration by either party.
- Section 8. Any grievance which had not been resolved in accordance with the terms and conditions of this Agreement may be referred by the Union or by the University to an Arbitrator selected in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association.
- <u>Section 9.</u> The decision of the Arbitrator shall be final and binding upon the parties hereto and all fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.
- Section 10. The Arbitrator shall have jurisdiction only over the disputes arising out of grievances and shall have no power to add to, subtract from or modify any of the terms of this Agreement.

<u>ARTICLE XX. – BUSINESS OR EMPLOYMENT INTERRUPTIONS</u>

Section 1. During the term of this Agreement, (1) the University will not, directly or indirectly, cause, engage or participate in any lockout and (2) none of the Union, its officer, agents, affiliates, members and/or employees will, directly or indirectly, cause, engage or participate in any strike, work stoppage, work interruption, work interference, slow-down, picketing, boycott or any other act that interferes with the operation of the University. Any violation of the foregoing by any employee may be a subject of disciplinary action by the University, including the discharge or suspension of such employee. This provision shall not be by way of limitation of the right of the Union or the University to seek any other remedy available at law or equity for any violation of the foregoing.

ARTICLE XXI. - UNIVERSITY MANAGEMENT

Section 1. Except as expressly limited by this Agreement, the University shall have the sole right to plan, manage, direct and control its work force and operations and in all respects to

carry out the ordinary and customary functions of management. The failure to enumerate herein any such rights shall not limit or restrict the University. All employees will cooperate with the University to facilitate efficient operations.

ARTICLE XXII. - JOINT LABOR MANAGEMENT COMMITTEE

Section 1. The employer agrees to institute a Joint Labor-Management Committee with equal University and Union participation to discuss matters of mutual interest. The participation of the Union may include the Chief Shop Steward, Assistant Chief Shop Steward or Shop Stewards, with meetings to be scheduled subject to the operational needs of the University.

ARTICLE XXIII. — SUBCONTRACTING AND TECHNOLOGICAL CHANGES

Section 1. In the event of the introduction of technological changes or improvements affecting employees of the bargaining unit and which shall eliminate the work of any employee, the University agrees to offer the affected employee the following options: (a) to accept the job duties and classification which shall be assigned to such employee by the University at whichever shall be the lower of the maximum of the salary grade level for the job classification so assigned or such employee's former base salary rate or (b) to invoke the provisions of Article XIII of this Agreement concerning Reduction of Work Force and Recall.

Section 2. In the event that the University shall subcontract work covered by this collective bargaining agreement, to the extent practicable, the University will endeavor to have the subcontractor hire the incumbent employees. No individual member of the bargaining unit who voluntarily elects to remain in the bargaining unit will suffer an involuntary loss of employment as a result of the subcontracting by the University; nor will such employee's salary be adversely affected by such subcontracting should such employee remain in the bargaining unit.

Section 3. The parties agree that the University may require job-related training during working hours.

ARTICLE XXIV. - MISCELLANEOUS

Section 1. The University will continue to provide parking facilities at no cost to the employees.

Section 2. Regular full-time employees required to work overtime of two (2) hours or more beyond their normal work day shall receive a meal allowance of fourteen dollars and fifty cents (\$14.50).

Section 3. The University agrees that employees may continue to use existing available University facilities for lunch periods and breaks in accordance with past practice.

Section 4. The Union shall be permitted to use appropriate facilities at the University for larger meetings of its Hofstra University membership so long as such facilities are available and the Union complies with the rules and regulations relating to the use of such facilities which are generally applicable to all members of the University community.

- Section 5. In the event of inclement weather, the University shall always be open but classes may be suspended. If the University suspends classes because of inclement weather, employees who are unable to arrive at work shall nonetheless be paid for such day. Employees who are able to arrive at work shall receive time off equal to the time worked. Employees will not be charged for the use of paid time off on days of inclement weather closures unless the paid time off was scheduled prior to the day of the closure.
- Section 6. The University shall provide a death benefit of two (2) months salary for all full-time employees employed at the time of death to the designated beneficiary of the full-time employee. Such benefit will be paid within one (1) week of notification of death.
- Section 7. Pay for days for part-time employees shall be based upon their regularly hourly rate of pay and regular scheduled hours.
- Section 8. The University shall waive student health center fees for regular full-time bargaining unit employees who are enrolled as part-time students.
- Section 9. The University will provide protective clothing and an annual work/safety shoe allowance of \$100.00 for full-time and regular part-time bargaining unit employees employed in the mailroom, print shops (including the law school), playhouse technicians, event management technicians and animal caretakers. The University will also provide clothing when appropriate for identification purposes (such as event management).
- Section 10. The University will notify the Union one (1) week prior to a bargaining unit member receiving a promotion or reclassification, and when a bargaining unit position is reclassified to a non-bargaining unit position.

ARTICLE XXV. - SEPARABILITY

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through governmental rules, regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2. Nothing contained in this Agreement shall require the University at any time to violate any law.

ARTICLE XXVI. - MERGER OR ACQUISITION

Section 1. In the event that the University merges with or acquires any other educational institution or portion thereof, the appropriate unit of office clerical and technical employees of such educational institution who become employed by the University automatically shall become part of this bargaining unit provided that such employees are not then represented by another labor organization and further provided that the inclusion of such employees in this bargaining unit does not violate the law as it may be constituted.

ARTICLE XXVII. - PAST BENEFITS PRESERVED

Section 1. All well established, generally applicable practices which benefit employees of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement upon mutual consent. "Generally Applicable" as used herein means a practice which has been applied to a well-defined category of members (such as a campus location, a department or a job classification) or to a reasonable group of members from different departments who share a community of interest.

ARTICLE XXVIII. - BULLETIN BOARD

Section 1. Bulletin Boards will be made available to the Union by the University for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities. The Shop Stewards may also use the University's computer equipment and Internet access when preparing notices (not during working hours).

ARTICLE XXIX. - ENTIRE AGREEMENT

Section 1. The Union and the University acknowledge and agree that all terms and conditions of employment have been fully discussed, bargained for and agreed upon and that the same have been settled for the term of this Agreement in accordance with the terms hereof.

ARTICLE XXX. - TERMINATION AND RENEWAL

Section 1. This Agreement shall be in full force and effect from September 1, 2021 through August 31, 2025 and shall continue in effect from year to year thereafter, unless either party shall give notice in writing at least sixty (60) days prior to any expiration date of its desire to terminate or modify such agreement; provided, however, that in the event that Union serves written notice in accordance with this Article, any business or employment interruptions after any expiration date shall not be deemed in violation of any provision of this Agreement, notwithstanding any other provision to the contrary.

IN WITNESS WHEREOF, each representative of HOESTRA UNIVERSITY and OFFICE AND PROPERSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO, has this 2 day of Arril, 7202 except as otherwise expressly provided.

HOPSTRA UNIVERSITY

By:
Deniso Cunningham
Chief Human Resources Officer

OFFICE & PROFESSIONAL 'S EMPLOYERS INTERNATIONAL UNION LOCAL 153, AFL-CIO

Myra Hubana Sasantrio Transurar

Members of Bergelning Committee:

John Edinonds; Assistant Business Menager

Frances Ayabi, Chilof Shop Stoward

Lisa Zandau, Assistant Chief Shop Stoward

Caroline Schreiner, Shop Steward

Mathow Del Valle, Shop Stoward

COUPY ISLIN Solf

Carol Ann Saletto, Shap Steward

Nancy Radecker

Richard Torrani, Shop Steward

Diano MoParlland, Shop Stoward

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APPENDIX I

UNIVERSITY JOB TITLES BY GRADE

Grade A

Clerk P/T Clerk/Receptionist Telephone Operator Stack Attendant

Grade B

Secretary P/T
Senior Clerk
Senior Cashier
Accounts Clerk
Clerk Supervisor P/T
Senior Stack Attendant

Grade C

Computer Terminal Operator Clerk Specialist Senior Accounts Clerk Typesetter Executive Secretary

Grade D

Assistant to
Animal Caretaker
Senior Systems Controller
Technician
Computer Console Operator
Supervisor
Senior Executive Secretary
Accounts Clerk Specialist

Grade E

Senior Supervisor Senior Assistant to

Grade F

Senior Library Assistant Senior Accounts Specialist Senior Technician Costumer Senior Support Supervisor

SCHEDULE A

Article XIV Job Series

Series I - Technical

Assistant Director & Technician Supervisor Technician - Senior Technician

Series II - Clerical and General

Senior Assistant to - Non-secretarial Costumer Senior Supervisor - Non-secretarial Supervisor - Non-secretarial Clerk Specialist Clerk Supervisor **Typesetter** Chief Telephone Operator Computer Terminal Operator Senior Records Clerk Senior Clerk Clerk - General/Receptionist Animal Caretaker Telephone Operator Stack Attendant Clerk - P/T Assistant to

Series III - Computer

Senior Library Assistant Clerk Supervisor P/T Senior Support Supervisor Senior Stack Attendant

Programmer Computer Console Operator Senior Systems Controller Systems Controller Keypunch Operator

Series IV - Bookkeeping

Senior Assistant to - Bookkeeping Accounts Clerk Specialist Senior Accounts Clerk Cashier Supervisor Accounts Clerk Senior Cashier Cashier Senior Accounts Supervisor

Series V - Secretarial

Senior Assistant to - Secretarial Senior Executive Secretary Executive Secretary Secretary - P/T

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APPENDIX II - E
Wage Progression Schedule
Minimum and Maximum Rates
Effective 9/1/2021

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