

AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION

(SEIU), Local 32BJ

and

NEW YORK UNIVERSITY

Effective July 1, 2008

Expires April 30, 2012

AGREEMENT

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SERVICE EMPLOYEES INTERNATIONAL UNION

(SEIU), Local 32BJ

and

NEW YORK UNIVERSITY

made effective 1st day of July, 2008, hereinafter referred to as the "Employer," and the SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU Local 32BJ, a voluntary association, hereinafter referred to as the "Union."

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all nonsupervisory window cleaners in the employ of such employer at its Washington Square campus in the borough of Manhattan, City of New York, excluding all other employees and all employees of New York University Medical Center.

In order to more effectively apply the principles of collective bargaining, to stabilize trade and labor practices in the window cleaning industry and to maintain fair wages, hours and working conditions for members of the Union and in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**UNION SHOP AND CHECK-OFF**

Section 1.

(a) Union Shop: It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, not later than the thirty-first day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement, and hired on or after its effective date shall, not later than the thirty-first day following the beginning of such employment, become and remain members in good standing of the Union.

In the event of a vacancy or need for additional employees, the Employer agrees to notify the Union of same.

(b) Where the employer has given to the Union the notice of hire in accordance with Section 2, of this Agreement, the Union will make a reasonable effort to notify the employer of the failure of the employee to become a member of the Union pursuant to this Section. For purposes of this Article, an employee shall

be considered a member of the Union in good standing if he tenders the periodic dues and initiation fees uniformly required as a condition of membership by the Union.

(c) Check Off: The employer agrees to deduct the Union's monthly dues and all assessments or agency fees from the pay of each employee from whom it receives written authorization and will continue to make such deductions while the authorization remains in effect.

Such deductions will be made from the first full period worked by each employee following receipt of the employee's dues deduction authorization, and thereafter will be made the first pay day each month, and forwarded to the Union not later than the second Friday in each and every current month. The dues deduction shall constitute trust funds while in the possession of the Employer.

If a signatory does not revoke the authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year,

or until the expiration of the next succeeding contract,  
whichever is earlier.

The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

The Employer shall be responsible for the cost of arbitration and attorney fees and any other damages suffered by the Union for willful failure to deduct and remit to the Union, union dues from employee(s) wages.

The Employer agrees to deduct from the employee, COPE contributions, when it receives written authorization, and will continue to make such deduction while the authorization remains in effect.

The requirement of membership under this section or elsewhere in this Agreement is satisfied by the payment of financial obligations of the Union's initiation fees and periodic dues uniformly imposed.

## NOTICE OF HIRING

### Section 2.

The Employer covered by this Agreement shall notify the Union of job vacancies and the hiring of new employees. This notification shall be in writing.

## DISCRIMINATION

### Section 3.

There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation and other characteristics, union membership, or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, 42 U.S.C. Section 1981, the New York State Human Rights Law, the New York City Human Rights Code or any other similar laws, rules, or regulations. All such claims shall be subject to the grievance and arbitration procedure (Section 10) as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

## HOURS OF WORK

### Section 4.

Forty hours shall constitute a week's work. The hours of work shall be from 7:00 a.m. until 3:30 p.m. from Monday to Friday of each week. Employees shall report at the employer's office at 7:00 a.m. ready to work and at 3:30 p.m. after work. In the event that earlier starting hours are consented to by the Union, the requirement that employees report to the employer's office at 7:00 a.m. shall be waived. Should circumstances so require, employees with the consent of the Union, may work from 6:00 a.m. to 3:00 p.m. Employees shall receive one-half hour for lunch and no employee shall substitute part of the lunch period for any part of the regular working day. Employees shall not be required to work on Saturdays, Sundays or Holidays hereinafter enumerated, excepting under conditions hereinafter set forth.

## WAGES

### Section 5.

(a) General wage increases: Commencing with July 1, 2008, all employees shall receive an increase of \$32.00 per week over the regular wage received by him/her immediately prior to the expiration of the last Agreement between the parties.

Commencing with July 1, 2009, all employees shall receive an additional wage increase of \$32.00 per week.

Commencing with July 1, 2010, all employees shall receive an additional wage increase of \$34.00 per week.

Commencing with July 1, 2011, all employees shall receive an additional wage increase of \$36.00 per week.

(b) Minimum: Effective July 1, 2008, minimum wages for window cleaners shall be \$944.63 per week.

Effective July 1, 2009, minimum wages for window cleaners shall be \$976.63 per week.

Effective July 1, 2010, minimum wages for window cleaners shall be \$1,010.63 per week.

Effective July 1, 2011, minimum wages for window cleaners shall be \$1,046.63 per week.

(c) Cash payments: Employees shall be paid in cash on Friday of each week and the amount due each employee is to be

marked on his/her pay envelope which shall indicate the name of the employer, the date of payment, the number of straight time hours, the number of overtime hours, all deductions, including Social Security and withholding taxes, and net pay.

Payments may be made by check provided means, time and place for cashing checks are provided before 3:00 p.m. on Friday.

For payroll purposes only, the five day work week shall be deemed to end on Sunday.

(d) Substitutes: All substitutes shall be paid at the minimum wage rates as set forth in this Agreement.

Employers shall only be permitted to engage substitutes on actual days when one of their regular employees is absent from his/her duties because of illness or voluntary absence on the employee's part. Provided the employer makes immediate request of the Union for a substitute, the substitute shall receive the minimum rate per day until the regular employee returns to work. Thereafter, for each day that the substitute shall continue to work in order to make up for work time lost because of the regular employee's absence, the substitute shall be paid at the rate received by the regular employee who had been absent.

Violation of the provisions of this Section by the employer shall subject it to the payment of liquidated damages of \$10.00 for each violation and payment of the differential in wages.

A substitute shall become a steady employee if and when the Employer requires a steady employee while a substitute is in the shop.

(e) Extra Persons: Extra persons shall be considered as all employees who are to be employed for less than two consecutive weeks' duration in the shop. All extra employees shall be paid at the rate indicated in the Schedule of Wage Rates. No employee shall be considered an extra employee if the employer hires him/her to fill a steady position.

(f) Voluntary Increases: The employer shall not deduct any voluntary increases heretofore or hereinafter granted without the Union's consent, as applied to the individual employee involved unless such increases shall be declared illegal by a duly constituted authority.

## OVERTIME

### Section 6.

(a) General: Overtime, except as hereinafter provided, shall be paid at the rate of time and one-half.

(b) Saturday, Sunday or Holiday Work: All work performed on a Saturday shall be paid for at the rate of time and a half. All work performed on a Sunday shall be paid for at double time. Work on any of the holidays enumerated in Section 7 hereof shall be paid for at the rate of time and one half in addition to the regular day's pay when said holidays occur during a work week. In the event any said holidays fall on a Sunday and the employee works on that Saturday, he/she shall be entitled to double time in addition to a regular day's pay.

(c) Minimum Overtime: Employees requested to work on Saturdays, Sundays or one of the holidays enumerated in Section - 8, shall receive a minimum guarantee of four or eight hours pay at the prescribed rates.

(d) Rotation of Overtime: All overtime work in the Employers shop shall be rotated amongst all window cleaners

employed as to equitably and fairly distribute such available overtime work.

## HOLIDAYS

### Section 7.

(a) Employees shall be paid for and not required to work on any of the following holidays, as set forth below. Any regular full time employee who is ill in any work week in which a holiday occurs, but who has worked the next regularly scheduled day immediately following such holiday, shall be entitled to pay for such holiday.

(b) The following days shall be holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Day Before Christmas<sup>1</sup>  
Swing Day during Christmas Recess<sup>2</sup>  
Day Before New Year's Day<sup>1</sup>

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<sup>1</sup>If the University is open on either of these days, the Employer may substitute another day following between Christmas and New Year's Day.

<sup>2</sup>The Employer will schedule a day falling between Christmas and New Year's Day by September 1 of each year.

## WORKING CONDITIONS

### Section 8.

(a) Tools: Employees shall not be required to take to their homes any ladders, pails or other tools or equipment.

(b) Boatswain and Scaffold Work: Any job requiring use of boatswain or scaffolds must be handled by at least two window cleaners. Should a working employer be one of such workers, he shall perform the same work as fellow workers.

(c) Safety Devices: Employers shall provide employees with standard safety devices approved by the New York State Department of Labor and/or any other governmental agency which has jurisdiction over safety rules for window cleaners. No employer shall permit work to be done under conditions which are sub-standard or violative of any law, order or regulation of New York State Department of Labor and/or any other governmental agency which has jurisdiction over safety rules for window cleaners.

(d) High Ladders: It is agreed that no window cleaner shall be required to work on or carry more than three pieces of ladders and that no less than two window cleaners shall be sent on a job

requiring the use of more than three pieces of ladder aggregating eighteen feet or more in length. Under no circumstances, shall any window cleaner be required to work on a job calling for more than six pieces of ladder aggregating thirty-one feet in length.

An extension ladder shall be used at a height above 31 feet. If the top of a window is more than 35 feet above the ground, no ladder shall be permitted. All ladders shall be provided by the employer with means to prevent slipping. With respect to the use of extension ladders beyond the 35 feet to the top of the window, this Section shall not preclude an application by an employer to the New York State Department of Labor for a variation due to practical difficulties or unnecessary hardship in accordance with Section 30 of the Labor Law, provided that the Union is given reasonable notice of such application by certified mail.

(e) Inspection of Premises: A duly authorized officer or representative of the Union shall have access to the place where the work of window cleaning is done, or at the employer's place of business, provided notice is given to the Employer's representative.

(f) Sanitary Facilities: Employers shall provide in their office or shop, proper, adequate and sanitary facilities for

employees to wash and to change clothes before and after work and appropriate lockers for storage of worker's clothes.

(g) Rain and Snow Days: Rain and snow days shall be paid for. Window cleaners shall perform work reasonably assigned to them on rainy and snowy days. Window cleaners shall not be required to work on a sill on which there remains an accumulation of snow or ice or other slippery substances.

#### **DISCHARGES**

##### Section 9.

(a) Employees shall not be discharged by the Employer except for justifiable cause. If any employee is unjustly discharged, he/she shall be reinstated to his/her former position without loss of seniority or rank and without salary reduction. The Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

(b) Employees discharged by the employer at the Union's request pursuant to the provisions of the Agreement shall not, in the event such discharge continues for more than two weeks, be reemployed by the employer, unless the employer, in its sole discretion, so decides.

## DISPUTES AND ARBITRATION

### Section 10.

#### A) Grievance Procedure

1. The parties shall provide for a grievance procedure to perform the following function:

(a) To endeavor to adjust all issues not covered by and not inconsistent with any provision of this Agreement and which the parties are not required to arbitrate under the terms of this Agreement.

(b) To endeavor to adjust without arbitration any issue between the parties which under this Agreement the parties are obligated to submit to the Arbitrator. The cost of administering Step II Grievance Meetings, including the retention of a mediator to facilitate resolution of grievances, shall be borne equally by the Employer and the Union.

2. (a) The grievance may first be taken up directly with a representative of the Employer and a representative of the Union.

(b) If the grievance is not resolved it may be presented for resolution at a Step II Grievance Meeting. Counsel for the Union and the Employer may be present at any grievance procedure meeting.

(c) If a grievance is not resolved through this step of the grievance procedure it may be submitted to the Arbitrator, who shall be authorized to take jurisdiction upon the request of either party if there shall be unreasonable delay in the processing of the grievance.

(d) Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations, including Pension, Health, Training, Legal and/or SRSF contributions, shall be presented to the Employer in writing 120 days of its occurrence, except for grievances involving suspension without pay or discharge, which shall be presented within forty-five (45) days, unless the Employer agrees to an extension, or the Arbitrator finds one should be granted for good cause shown.

## B) Arbitration

1. There shall at all times be a Contract Arbitrator to decide all differences arising between the parties as to interpretation, application or performance of any part of this Agreement and such other issues as the parties are expressly required to arbitrate before him under the terms of this Agreement.

2. The fee of the Contract Arbitrator and all reasonable expenses involved in his functions shall be borne fifty percent (50%) by the Employer and fifty percent (50%) by the Union, except that in the event the Employer is in violation of any obligation under the provisions relating to Health, Pension, Training, Legal and/or SRSF Funds, wages, dues and initiation fees, or any other violations involving damages, then the Employer shall pay the full fee of the dispute, including, but not limited to, counsel fees, and court costs, plus a minimum of fifteen percent (15%) per annum on all monies awarded by the Contract Arbitrator.

3. The Arbitrator shall initially schedule a hearing after either party has served written notice upon the other that the grievance procedure has not resulted in an adjustment. The

oath-taking and the period and the requirements for service of notice in the form prescribed by statute are hereby waived. The Arbitrator's award shall be made within thirty (30) days after the hearing closes. If the Arbitrator shall fail to render his written award within said thirty-day period, either party may serve a written demand upon him that the award must be made within ten (10) days after said demand. The decision shall be rendered within such additional ten (10) day period unless the parties consent to an extension in writing or an illness of the Arbitrator delays such decision. By mutual consent, the time of both the hearing and decision may be extended in a particular case. In the event of a willful default by either party in appearing before the Arbitrator, after due written notice shall have been given to him, the Arbitrator is authorized to render his award upon testimony of the adversary party.

Due written notice means mailing, faxing, telegraphing or hand delivery to the address of the Employer furnished to the Union.

4. The procedure herein outlined in respect to matters over which the Contract Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such

issues, and said Arbitrator shall have the power to grant any remedy required to correct a violation of the Agreement, including, but not limited to, damages and mandatory orders, and said Arbitrator shall have the further power in cases of willful violations (violations reflective of a deliberate intent to violate this Agreement) to award appropriate remedies, including, not limited to damages, all costs and expenses incurred by the Union in the processing of the grievance and arbitration proceedings, and to issue mandatory orders, the award of the Arbitrator being final and binding upon the parties and the employee(s) involved; provided, however, that nothing herein shall be construed to forbid either of the parties from resorting to court for relief from, or to enforce rights under, any arbitration award.

5. In any proceeding to confirm an award, service may be made by registered or certified mail within or without the State of New York as the case may be.

6. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to

secure such award, including, but not limited to, suits at law. Should either party bring such suit, it shall be entitled, if it succeeds, to receive from the other party all expenses for counsel fees and court costs.

7. Grievants attending grievances and arbitrations during their regularly scheduled hours shall be paid during such attendance. If a grievant requires any employee of the building to be a witness at the hearing and the Employer adjourns the hearing, the employee witness shall be paid by the Employer for his regularly scheduled hours during attendance at such hearing. This provision shall be limited to one employee witness.

No more than one adjournment per party shall be granted by the Arbitrator without the consent of the opposing party.

All Union claims are brought by the Union alone, and no individual shall have the right to compromise or settle any claim without the written permission of the Union,

In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing

provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

There is presently an Office of the Contract Arbitrator-Building Service Industry as contract arbitrator for all disputes. It is agreed by the parties hereto that the arbitrators serving such office shall also serve as contract arbitrators under this Agreement. The arbitrators are:

John Anner, Stuart Bauchner, Noel Berman, Melissa Biren, Stephen Bluth, Nicholas Cooney, John Dorsey, Howard Edelman, Gary Kendellen, Robert Herzog, Marilyn Levine, Randi Lowitt, Earl Pfeffer and David Reilly.

Any additional arbitrators designated to serve in the Office of the Contract Arbitrator by the Union and RAB shall be deemed added to the list of contract arbitrators for this Agreement.

Upon thirty (30) days written notice to each other, either the Union or the Employer may terminate the services of any Arbitrator on the panel. Successor or additional Arbitrators shall be appointed by mutual agreement of the Union and the Employer. In the event of the removal, death or resignation of

all of the Arbitrators, the successors or temporary substitute shall be chosen by the Union and the Employer. If the parties are unable to agree on a successor, then the Chairman of the New York State Employment Relations Board shall appoint a successor after consultation with the parties.

C) No Strike, No Lockout

During the pendency of any dispute and until a final determination by the Contract Arbitrator, there shall be no lockout nor stoppage of work or strike. No cessation of work of any kind shall be deemed an act of the Union unless authorized in writing by the President of the Union who is hereby acknowledged as the exclusive agent of the Union.

**GENERAL WELFARE**

Section 11.

It is agreed that the Union and the Employer shall endeavor to mutually promote the general welfare of the members of the respective parties to this Agreement and shall work for the stabilization of the industry, and the establishment of wholesome working conditions.

## **SUB-CONTRACTING**

### **Section 12.**

There shall be no sub-contracting of window cleaning work which results in the layoff of any employee covered by this Agreement.

## **COMPENSATION INSURANCE**

### **Section 13.**

The Employer shall carry compensation insurance for each and every window cleaner employed and no employees covered by this contract shall work for an Employer who has not provided compensation insurance. The Employer shall, on demand, furnish to the union, proof that compensation insurance coverage is carried for all employees. The listing, on a compensation report, or on the employees' payroll records, or in any other report used by the Employer, as a window cleaner, of a person who should be a member of the Union under this agreement, shall be deemed prima facie evidence of a non-union window cleaner.

In the event that the Employer fails to carry compensation insurance, the Employer shall be liable for any loss of wages occasioned to employees covered hereunder for the first two weeks employees are prevented from working by reason thereof.

If the Employer fails to carry compensation coverage as required herein, shall be liable for the full loss of wages sustained by said employee as a result of an accident compensable under the Compensation Laws in addition to any other liability imposed upon it by the laws of New York State.

If the employee informs the Employer he is requesting workers' compensation benefits then no sick leave shall be paid to such employee unless he specifically requests, in writing, payment of such leave. If any employee informs the employer he is requesting disability benefits, then only five days sick leave shall be paid to such employee (if he has that amount unused) unless he specifically requests, in writing, payments of additional sick leave.

Any employee required to attend his Worker's Compensation hearing shall be paid for his regularly scheduled hours during such attendance. Maximum of one day per accident.

## **TRANSPORTATION**

### Section 14.

No window cleaner shall be permitted to use his/her own automobile in connection with the Employer's work unless the Employer authorizes the window cleaner to do so in writing.

## **INDIVIDUAL WORKING AGREEMENT**

### Section 15.

(a) The Employer shall not enter into individual employment or working Agreement with any window cleaner, nor shall any employee be required to give any security for any reason whatsoever.

(b) No employee shall solicit or contract for himself/herself any window cleaning work of a commercial nature ordinarily performed by a window cleaner contractor.

## **LAYOFFS**

### Section 16.

In the event of layoffs of employees covered by this Agreement, seniority in employment shall prevail whenever compatible with work requirements, which compatibility shall be

judged solely by the employer. In the event of a reduction in force, the Employer may not require any of the remaining employees to perform more work.

#### **RE-EMPLOYMENT AFTER ACCIDENT OR ILLNESS**

##### Section 17.

Once during the term of this Agreement upon written application to the Employer and the Union, a regular employee who works five (5) days per week and at least five (5) hours per day and has been employed in the building for five (5) years or more shall be granted a leave of absence for illness or injury no to exceed six (6) months.

The leave of absence outlined above is subject to an extension not exceeding six (6) months in the case of bona fide inability to work whether or not covered by the New York State Workers' Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior written notice to the Employer be than re-employed with no seniority loss.

In cases involving on-the-job injuries, employees who are on medical leave for more than one (1) year may be entitled to return to their jobs if there is good cause shown.

Once during term of this Agreement, upon written application to the Employer and the Union, a regular employee who works five (5) days per week and at least five (5) hours per day and has been employees in the building for two (2) years but less than five (5) years shall be granted a leave of absence for illness or injury not to exceed sixty (60) days. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior written notice to the Employer be then re-employed with no seniority loss.

**DISABILITY BENEFITS LAW - UNEMPLOYMENT INSURANCE LAW**

Section 18.

(a) The Employer shall cover its employees so that they shall receive maximum weekly benefits provided under the New York State Disability Benefits Law on a non-contributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

(b) Failure to so cover employees makes the Employer liable for all loss of benefits and insurance.

(c) The Employer will cooperate with employees in processing their claims and shall supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

#### **SICKNESS BENEFITS**

##### Section 19.

(a) The Employer shall pay sick pay to employees during any bona fide absence due to illness or accident based on the following sick leave plan, in the amount of his regular daily wage.

(b) After one (1) year of employment, each employee shall accrue one (1) day sick leave credit for each month of employment up to a maximum of twelve (12) days per year. When an employee has completed one (1) year of employment, he will be eligible for one (1) day of paid sick leave for each remaining full month up to December 31st of the current calendar year. For example, an employee who has completed one (1) year of employment on July

19th of the current calendar year would be eligible for five (5) days' paid sick leave to December 31st of that calendar year.

(c) An employee shall be permitted to accrue a maximum total of sixty (60) days of sick leave, including days previously accrued under these provisions.

(d) In the event an employee has not returned to work at the time his full accrued credits are exhausted, or if such credits are exhausted by the fifth day of absence, he shall then be entitled to the same benefits and to the same extent as are provided under the New York State Disability Law. Sick leave benefits are integrated with the New York Disability Law. Sick leave benefits are integrated with the New York Disability Benefits in that the twenty-six (26) week disability payment period prescribed by the law begins after the waiting period of five (5) working days, whether or not the employee is using sick leave credits.

(e) In cases involving injuries or occupational diseases covered by the New York State Workers' Compensation Act, an employee may use accumulated sick leave during the first week of absence.

(f) All payments hereinabove set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this Agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions. In the event the provisions of this sick leave plan shall be found to be unenforceable or contrary to law, the parties shall negotiate an equivalent plan and, if unable to agree, shall submit such matter to arbitration under this Agreement; but in no event shall any substitute plan be less favorable to employees than the plan hereinabove set forth.

(g) Any employee who becomes injured during working hours shall receive the rest of the day off without loss of pay or deduction from sick leave, provided that the injury is such that the Employer orders the employee not to return to work.

## **MEDICAL VISIT**

### Section 20.

Every regular full-time employee who has been employed for one year or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight-time pay for a medical visit. Said employee shall receive a second day off with pay for a medical visit if proof from the doctor is furnished that such second visit was required.

To receive payment for such day or days the employee shall exhibit a signed statement from the physician of his/her choice.

## **DEATH IN FAMILY**

### Section 21.

Regular full-time employees with at least one (1) year of employment in the bargaining unit shall not be required to work but shall be paid their regular straight-time wages for their next three (3) working days immediately following the death of their parent, brother, sister, spouse or child. They are entitled to be excused from work for one (1) day with straight-time pay to attend the funeral of a grandparent.

## LEAVE OF ABSENCE

### Section 22.

1. All employees employed by the Employer for four (4) years or more shall be granted a leave of absence for a period of four (4) months a year, including vacation time, at intervals of three (3) years, without loss of employment, seniority and/or vacation accruals. If a holiday should occur during the above mentioned vacation, the employee shall receive a normal day's pay for said holiday, but the period of leave of absence shall be reduced by one day for each holiday occurring during said vacation period.

2. Notice shall be given the Employer of the employee's requests for a leave of absence in the following manner:

(a) If leave of absence is to be taken at the same time as the employee's vacation, by ten (10) days' written notice to the Employer from the Union, or ten (10) days' written notice by certified mail from the employee to the Employer and the Union.

3. The maximum number of employees entitled to a leave of absence in a given year shall not exceed forty (40%) percent of

the total number of employees in the employer's shop and shall be granted in accordance with shop seniority.

If a particular shop is manned by one employee, said employee will be entitled to the leave of absence.

If a particular shop is manned by two employees, only one employee may receive the leave of absence at a time.

4. (a) The employee shall receive service credits for the full period of leave of absence for pension, vacation, seniority and all other time purposes under the Agreement.

(b) There shall be no contributions made by the Employer to the Pension Fund for the period of a leave of absence with respect to employees taking such leaves. However, if such employees are replaced during the leave of absence or any part thereof, the Employer shall make contributions to the Pension Fund for such replacements during the period of such replacements.

5. The Employer shall cover the employee on leave of absence with health benefits, provided the employee requests same

and reimburses the Employer in advance the cost of health benefits for the full period of the absence.

6. Employees on Leave of Absence as provided for herein shall not be entitled to claim New York State Unemployment Insurance for the period of said leave.

7. It is further agreed by the Employer that any member of the Union who shall be elected or appointed to any office or position within the local Union which requires his absence from the service of the company for any period of time, shall receive leaves of absence for said periods until the expiration of his term of office or position of responsibility; his seniority shall not be affected by such leave of absence.

#### **DAMAGE OR BREAKAGE**

##### Section 23.

It is further agreed that employees shall not be held liable for any damage or breakage occasioned by them in the course of their employment or for damage or loss to equipment unless negligence in cases of damage or loss of equipment is established.

## VACATIONS

### Section 24.

The Employer shall grant vacations to all regular full-time employees covered by this Agreement based on the following vacation eligibility schedule:

Employees who have worked 6 months	--	3 days
Employees who have worked 1 year	--	2 weeks
Employees who have worked 5 years	--	3 weeks
Employees who have worked 11 years	--	16 days
Employees who have worked 13 years	--	17 days
Employees who have worked 15 years	--	4 weeks
Employees who have worked 25 years	--	5 weeks

2. For employees whose vacation is scheduled between June 1 and September 15, length of employment for the purpose of the foregoing vacation eligibility schedule shall be computed on the basis of the amount of vacation an employee covered by this Agreement would be entitled to as of September 15th of the year in which the vacation is granted. Employees whose vacation is scheduled prior to June 1 or after September 15 may take as much vacation as has been earned up to that point, as determined by reference to the foregoing vacation eligibility schedule. Part-time workers regularly employed shall receive proportionate allowances (or accruals as the case may be) on the basis of the average number of hours per week they are employed.

3. There shall be no accrual of vacation credit during an unpaid leave of absence in excess of thirty days.

4. If a holiday falls during the employee's vacation period, the employee shall receive an additional day's pay therefore or, at the option of the Employer, an extra day off within ten (10) working days immediately preceding or succeeding the employee's vacation period.

5. Employees covered by this Agreement shall receive actual vacations and no employee covered by this Agreement shall be required to accept vacation pay in lieu of vacation periods, except as provided in Paragraph 3 above.

6. Vacation pay shall be paid prior to actual commencement of the vacation periods.

7. When compatible with operational needs, choice of vacation period shall be according to seniority. The Employer may schedule vacations throughout the calendar year. The Employer shall determine the number of employees who may be on vacation at any one time. In scheduling their vacations, employees may choose to take all of their vacation in a

continuous block of time, unless the time is not available because it was chosen by employees with more seniority.

8. Any employee, including a part-time employee, whose employment is terminated for any reason, except for dishonesty or other criminal act, shall be entitled to a vacation accrual allowance, computed on his length of service as provided in the vacation schedule hereinabove set forth, based on the elapsed period from the previous September 16th (or from the date of his employment, if later employed) to the date of his leaving; provided, however, that any employee who has received a vacation during the portion of the previous vacation period from May 1st through September 15th and who leaves his/her job after May 1st in the next vacation period shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th.

9. No employee who leaves his position of his/her own accord shall be entitled to his accrued vacation credits, unless he/she gives five (5) working days' termination notice.

Any employee who has been hired after September 16th in any year and who has worked at least six (6) months before leaving his/her job shall be entitled to vacation accrual allowance equal to the vacation allowance provided in the above schedule.

#### **NON-UNION EMPLOYEE**

##### Section 25.

(a) Upon receipt of written notification from the Union, an employer shall discharge any employee who has not become a member of the Union in good standing within the time prescribed in Section 1 hereof. Such written notification shall relieve the Employer of all further liability to the employee or to the Union.

(b) The Union agrees to indemnify and hold harmless the employer affected from any liability incurred by reason of a discharge under this section.

#### **MILITARY SERVICE**

##### Section 26.

Drafted or enlisted employees shall, on their discharge, be re-employed without loss of seniority rights. Seniority shall accumulate while an employee is in military service.

## NOTICE OF INTENTION TO LEAVE

### Section 27.

Any employee shall give his/her employer and the Union one week's notice of his intention to leave the employ of the employer but in no event shall such notice be given later than Monday of the week in which said employee intends to leave. Such notice shall be signed by the employee when requested to do so. If any employee leaves his employer without giving one week's notice, he shall be required to return to said employer and continue to work until proper notice is given.

## GROUP INSURANCE

### Section 28.

1. The Employer agrees to participate in and make contributions to the Building Service 32BJ Health Fund in the following amounts per year for each employee who works more than two (2) days in each work week to be paid at such times and in such manner as may be determined by the Trustees, to provide coverage of employees and their dependent families with welfare benefits as agreed upon between the collective bargaining

parties, and under such provisions, rules and regulations as may be determined by the Trustees:

Effective July 1, 2008	-	\$10,998.64
Effective January 1, 2009	-	\$11,622.64
Effective January 1, 2010	-	\$12,246.64
Effective January 1, 2011	-	\$12,870.64

This provision may be enforced by the Union or the Health Fund Trustees either through an action in Court to enforce such contributions or through the arbitration machinery of this Agreement and in either event, enforcement of such contributions shall entitle the plaintiff to a reasonable amount as and for necessary attorney's fees and court costs. In addition, if the Trustees of the Health Fund order an audit made and if the employer is found guilty of a willful violation, the guilty employer shall pay the costs of the audit together with the amount found by the auditor to be due to the Health Fund. Should the employer fail to make such payments within 30 days after the finding of such violation, it shall pay an additional 15% of the amount due as liquidated damages.

2. Those employees who carried optional life insurance on July 1, 1975 pursuant to previous agreements between the Employer

and the Building Service Union may continue such coverage at the employee's expense. No other employees will be permitted to enroll under the Employer's group insurance coverage.

3. If any future applicable legislation is enacted, there shall be no duplication or culmination of coverage and the parties will negotiate such changes as may be required by law.

4. Effective July 1, 2008, the Employer shall cover all employees under the Building Service 32BJ Legal Services Fund. The rate of contribution shall be \$199.60 per year on behalf of each employee.

## **PENSIONS**

### Section 29.

1. The Building Service Pension Fund shall continue in force and effect in accordance with its provisions, which includes the power of its Trustees to revise the amounts of the pension benefits and the conditions under which benefits will be paid, and to continue to cover such employees of other employers in or connected with the industry for whom contributions are paid, provided such coverage is in compliance with law.

2. The Employer shall pay into the Fund the sum of seventy dollars and seventy-five cents (\$70.75) per week for every employee working 20 hours or more per week.

3. Effective January 1, 2009 the Employer shall pay into the Fund the sum of seventy-four dollars and seventy-five cents (\$74.75) per week for every employee working 20 hours or more per week.

4. Effective January 1, 2010, the Employer shall pay into the Fund the sum of seventy-eight dollars and seventy-five cents (\$78.75) per week for every employee working 20 hours or more per week.

5. Effective January 1, 2011, the Employer shall pay into the Fund the sum of eighty-two dollars and seventy-five cents (\$82.75) per week for every employee working 20 hours or more per week.

6. Employees are eligible to participate in the New York University Supplemental Tax Deferred Annuity Plan. All contributions to this Plan are made by employees through salary reduction Agreements. Benefits are provided under annuity

contracts with the designated insurance companies and custodial accounts invested in designated mutual funds.

#### **PROVISIONS APPLICABLE TO ALL FUNDS**

##### Section 29A.

(a) The presidents of the Realty Advisory Board on Labor Relations, Inc. and Local 32BJ may determine, in their discretion and upon mutual consent, prior to the beginning of each calendar year during the terms of the contract, to divert any portion of the scheduled contributions in any of the Funds to any other Funds.

(b) The Employer shall receive thirty (30) days prior written notice of the effective date of any determination under paragraph (a).

#### **JURY DUTY**

##### Section 30.

(a) Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said Jury with a maximum of three (3) weeks in any calendar year.

(b) Pending receipt of the jury-duty pay, the Employer shall pay the employee his/her scheduled payday. As soon as the employee received the jury-duty pay, he/she shall reimburse his/her Employer by signing the jury duty paycheck over to the Employer. Employees who serve on a jury shall not be required to work any shift during such day. If an employee is a weekend employee and assigned to jury duty, he/she shall not be required to work the weekend.

(c) In order to receive jury-duty pay, the employee must notify the Employer at least two (2) weeks before he/she is scheduled to serve. If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

#### **SAVINGS CLAUSE**

##### Section 31.

If any provision of this Agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this Agreement.

## **COMMON DISASTER**

### Section 32.

There shall be no loss of pay as a result of any Act of God or common disaster causing the shut down of all or virtually all public transportation in the City of New York, making it impossible for employees to report for work, or where the Mayor of the City of New York or the Governor of the State of New York directs the citizens of the City not to report to work. The Employer shall not be liable for loss of pay of more than the first full day affected by such Act of God or common disaster. Employees shall be paid only if they have no reasonable way to report to work and employees refusing the Employer's offer of alternate transportation shall not qualify for such pay. The term "public transportation" as used herein shall include subways and buses.

## **IMPEDED INCREASES**

### Section 33.

If because of legislation, governmental decree or order, any increase or benefit, herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiations between the parties to take such measures and reach such revisions in the contract as may

legally provide substitute benefits and improvements for the employees, at no greater cost to the Employers. If they cannot agree, the dispute shall be submitted to the Arbitrator.

In the event that any provision of this contract requires approval of any governmental agency, the employer shall cooperate with the Union with respect thereto.

#### **SECURITY BACKGROUND CHECKS**

##### Section 34.

All employees shall be subject to security background checks at anytime. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to peremptory termination.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established that one or more of the findings of the background security check is directly related to his/her job functions or responsibilities, or that the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general

public or constitute a violation of any applicable governmental rule or regulation.

#### **MANAGEMENT RIGHTS**

##### Section 35.

The Union recognizes management's right to direct and control its policies subject to the obligations of this Agreement.

Employees will cooperate with management within the obligations of this Agreement to facilitate the efficient operations of the business.

#### **TERM**

##### Section 36.

This Agreement shall be in force and effect from the date hereof and shall continue until midnight, April 30, 2012.

The parties shall commence negotiations, upon notice, sixty days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Agreement by their respective officers and representatives, duly authorized thereto, the day and year first above written.

SEIU, Local 32BJ

By: \_\_\_\_\_

Firm: NEW YORK UNIVERSITY

Address: 70 Washington Square South  
New York, NY 10012

By: \_\_\_\_\_

Terrance J. Nolan  
Director, Labor Relations  
New York University

The parties shall commence negotiations, upon notice, sixty days prior to the termination date.

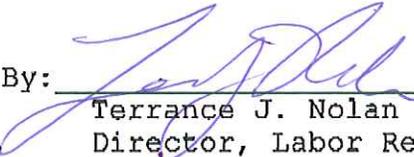
IN WITNESS WHEREOF, the parties hereto have hereunto signed this Agreement by their respective officers and representatives, duly authorized thereto, the day and year first above written.

SEIU, Local 32BJ

By:  Vice President  
12-8-09

Firm: NEW YORK UNIVERSITY

Address: 70 Washington Square South  
New York, NY 10012

By:   
Terrance J. Nolan  
Director, Labor Relations  
New York University