

UNION CONTRACT

**LOCAL 1205
Affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**



And

THE NEW SCHOOL

For the period:

July 1, 2015 through June 30, 2020

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WITNESSETH

WHEREAS, the Staff and the Administrative Officers of The New School have for some time enjoyed amicable relations with each other and desire to continue such relationship through a formal agreement; and

WHEREAS, the Union and The New School recognize the following basic principles: (1) that The New School is an educational institution; (2) that The New School is partly supported by contributions and public and private grants; (3) that conditions representing fair employment practices should be maintained in The New School; (4) that such employment practices are an aid to efficiency and guarantee quality of services, thereby promoting the aims of the New School; (5) that the Employer shall have the right to manage its business.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT made as of the 1st of July 2015, by and between Local 1205, affiliated with the International Brotherhood of Teamsters, AFL-CIO, its successors and assigns (hereinafter called the "Union", and The New School (hereinafter called the "Employer").

I. UNION RECOGNITION

A. The Employer hereby recognized the Union as the sole and exclusive collective bargaining agent for all its full-time and part-time (as provided for herein) non-teaching employees employed by the Employer at all of its New York, New York premises, including all office clerical employees, librarians and others as listed in Schedules A and B.

B. Exceptions

All other employees, confidential employees, as defined by the NLRB, professional employees, except librarians, guards, watchmen and supervisors as defined in the National Labor Relations Act, as amended (hereinafter referred to as the "Act").

II. UNION SECURITY

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union on the execution date of this Agreement or the effective date, whichever is later, shall remain members in good standing and those who are not members on the execution date of this Agreement, or on the effective date, whichever is later, shall, on or after the thirtieth (30th) calendar day following the execution date of this Agreement or the effective date, whichever is later, 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 execution date, or the effective date, whichever is later, shall, on or after the ninetieth (90th) calendar day following the beginning of such employment, or upon completion of the probationary period become and remain members in good standing in the Union.

B. The Employer shall discharge any employee covered by this Agreement within one (1) week after receipt of written notice from the Union that said employee is not a member in good standing of the Union as herein required. The term "member in good standing of the Union" shall be as defined and construed in the Act.

C. None of the wages and working conditions now prevailing at The New School or any other entity provided for in Paragraph D below shall be adversely affected as a result of this Agreement.

D. This Agreement shall apply to any establishments, now or hereafter owned, acquired or controlled by the Employer, its successors and assigns.

III. CHECKOFF

On the first payday in each calendar month, the Employer, if authorized by each employee by written assignment executed in accordance with law, shall deduct from his/her wages a sum equal to such employee's dues and/or initiation fees owed the Union and remit the same to the Union or its duly authorized representatives not later than the tenth (10th) working day of that month. In the event there are no earnings or wages due on the first weekly payday of any month, the Employer shall deduct from the first wages due thereafter the dues and/or initiation fees so owed and remit the same to the Union within one (1) week from the time such deductions are made. The Employer shall give the Union immediate notice in writing when any employee revokes a check-off.

Should the Employer fail to deduct from the wages of employees the monthly dues and/or initiations fees pursuant to written authorization submitted, the Employer shall nevertheless be liable to the Union for the amount thereof on the dates the same becomes due after forty-eight (48) hours' notice by the Union. This shall not constitute a waiver of the right of the Employer to collect or recover such moneys from the employees.

IV. SENIORITY

A. (1) Seniority shall be computed from the date of employment (provided that a layoff period shall count as continuous employment as specified herein) and shall accrue during vacation and leaves of absence as provided for in Article X. The only exception to this rule shall be that for unpaid leaves of absence exceeding six (6) months and taken for reasons other than maternity, military service, or professional leave directly related to an employee's position at the University, the seniority date may be adjusted to reflect the entire period when the employee's services were not available to the University. An employee making application for such leave shall be informed of this exception in writing.

(2) Seniority shall prevail institution-wide among all employees in case of layoff or termination for economic reasons, so long as the more senior person seeking a job can reasonably be able to do the job.

(3) Whenever the Employer shall require additional employees, employment shall first be offered to those qualified employees who have been laid off less than six (6) months under the seniority provisions of this Agreement and the Employer shall also notify the Union.

(4) The Employer shall prepare a seniority list setting forth the name of each employee, date of seniority, position and pay rate. An up-to-date list shall be given to the Union within the first ten (10) working days of April and of November.

B. In the event the Employer temporarily transfers or assigns a worker to a lower-rated job, seniority

shall be considered by the Employer in regard to the type of work to be done and in no event shall there be a reduction in wages, benefits or any other terms and conditions of employment. No employee shall be temporarily transferred or assigned without the consent of his/her immediate Supervisor, who shall communicate his/her consent to the employee. This provision shall not be exercised in an arbitrary or inequitable manner. The Employer shall not abuse the exercise of this provision.

C. No employee shall be assigned or reassigned for the purpose of harassment.

V. JOB CLASSIFICATION

A. All employees covered by this Agreement shall be classified according to job and grade and their major duties described (Schedule B). Full-time workers shall be defined as those persons working more than ninety (90) calendar days at thirty-five (35) hours per week, except as otherwise provided for herein. Part-time workers shall be defined as those working more than ninety (90) calendar days at less than thirty-five hours per week, except as otherwise provided for herein.

B. When new categories or new positions are created, including positions which result from the abolition of jobs and/or reorganization of duties, the Union shall be notified. The duties and salary scales shall be discussed by the Employer and the Union prior to filling such positions. In the event an agreement cannot be reached by the Employer and the Union, the Employer reserves the right to fill the position temporarily pending the outcome of the arbitration procedure as provided for in Article XXVI.

C. (1) With respect to all employees covered by this Agreement, the Employer shall notify the Union within five (5) working days in writing, giving the name, address, social security number, date of hiring, major duties as defined in Schedule B, position and pay rate upon hiring of a new employee, and shall notify the Union in writing of the name of such employee whom has completed his/her probationary period, within ten (10) working days after such completion. The Employer also shall notify the Union in writing within five (5) working days in case of layoff, discharge, where leaves of absence are granted and when employees are recalled to work, giving the names of the employees, dates and other information regarding the same. In addition, the Employer will provide the Union with a copy of the job posting, once the posting is issued, along with the name of the person who vacated the position, thus creating the vacancy, or in the case of a new position, a copy of the posting. The Employer shall also provide the Union with copies of appointment and separation letters.

(2) A new employee shall receive written notification of his/her classification, employment status, salary scale, major duties as defined in Job Descriptions (Schedule B), upon the completion of the probationary period. All new employees are hired at Grade 1.

D. In order to reflect changes such as increased responsibilities, acquisition of additional skills and abilities, which create inequities or problems related to classification, it is agreed:

(1) Effective July 1, 2016, all employees shall automatically advance within the grade structure reflected in Schedule A. Increases resulting from the modification to the grade structure shall be cumulative for existing employees and shall be applied before any across the board wage increase.

(2) Reclassification

(a) An employee or the Union may request a reclassification to another position title at any time by submitting a written request for such reclassification to the Human Resources Department (with copies to the Shop Stewards and Supervisor).

(b) The applicant must submit facts, other supporting data and material in support of the application in addition to completing an Employer-provided questionnaire.

(c) After a request for reclassification has been made and all relevant facts and supporting data have been accumulated, the Union and the employee shall attend a meeting with the Employer to discuss the request for a reclassification.

(d) The Employer shall render a decision with respect to the request for reclassification within 60 days of the date that the request for the reclassification is received. In the event that the request for reclassification is granted, the employee's new title and salary will be retroactive to the date the request was filed. In the event that the request for reclassification is denied, the Union may, at its option, initially file a grievance with respect to the denial of the reclassification at Step III of the Grievance procedure as provided for in Article XXV of this Agreement. Filing of such a grievance must be within fifteen (15) work days of receipt by the Union of the Employer's decision.

(e) Should the grievance not be satisfactorily resolved in Step III, the Union may submit the grievance to arbitration in accordance with the provisions of Article XXVI of this Agreement.

VI. EMPLOYMENT STATUS

A. Probationary Period

(1) Subject to the exceptions listed below, there shall be a probationary period for all new employees of ninety (90) calendar days, excluding time lost for sickness and other leaves of absence.

(2) Exceptions

(a) All new professional librarians shall have a probationary period of three (3) months.

(b) Persons transferred from one position to another where different clearly defined job specifications exist shall have a forty-five (45) calendar day probationary period, unless otherwise specified herein. If the probationary period of a transferred employee is not satisfactorily completed, the employee shall return to the former position or a similar position. Any change in entitlement which ensued because of the transfer shall be rescinded.

(c) The probationary period for all employees in the Registration Department and Bursar's Office shall include a full registration period provided that the total probationary period shall not exceed three (3) months nor be less than ninety (90) calendar days, except as otherwise provided herein.

(d) The probationary period for employees at the level of Secretary or above associated with any publication shall include one (1) issue of such publication, including its promotion, provided that the total probationary period shall not exceed three (3) months nor be less than ninety (90) calendar days.

(e) All types of probationary periods may be extended for a period of up to 30 calendar days upon mutual agreement between the Employer and the Union, which agreement shall not be unreasonably withheld.

(3) All personnel practices, including salary minima, shall apply during the probationary period of newly hired employees with the exception of the following Article VII (Promotions and Transfers)

- a) Article IX (Holidays), it being understood that holidays falling during the normal ninety (90) calendar day probationary period shall be paid to all employees retroactively upon successful completion of the probationary period.
- b) Article X (Leaves of Absence), it being understood that the Employer shall continue its present practice of allowing probationary employees to accrue sick leave on a prorated basis; however, absences during the probationary period shall not be paid;
- c) Article XIV, Paragraphs A and B (Insurance), it being understood that employees whose normal probationary period exceeds ninety (90) calendar days shall receive health insurance credit based upon the fortieth (40th) calendar day as described in Article VI.D as amended.
- d) Article XV (Severance Pay);
- e) Article XIX (Resignations);
- f) Article XX (Employer Discipline and Discharge), it being understood that a probationary employee may be fired with or without cause without resort to the grievance and arbitration provisions of this Agreement;

B. Contract Employees

(1) Employees engaged for specific grants, contracts, or hired for a contract period, shall serve the same probationary period as a regular employee. The employment of employees engaged for specific grants, contracts or hired for a contract period shall run concurrently with the length of the grant or contract and extensions or reductions thereof. They shall be subject to layoff at the end of such grant or contract periods or extensions or reductions thereof.

(2) Contract employees shall maintain seniority amongst themselves. When contract employees are recalled sixty-five (65) days or less, exclusive of holidays, after the expiration of a previous contract, whether to the same position or to a different position, their seniority shall be from their previous date of hire. This shall apply to any case where a Contract employee is subsequently hired into a permanent position.

(3) All Contract employees shall receive prorated benefits described in Schedule C.

C. Part-Time Employees

(1) All permanent part-time employees, except as otherwise provided herein, shall receive prorated benefits as in Schedule D, as well as salary increases, and pension contributions. Permanent part-time employees shall receive full health insurance coverage.

D. Benefit and Employment Status

An employee automatically becomes a member of the Contract or Permanent staff, as appropriate, at the end of the probationary period. An employee whose fortieth (40th) calendar day of employment falls on or before the fifteenth (15th) of the month is given health insurance benefit credit for that month; an employee whose hire date falls on or before the fifteenth (15th) of the month is given benefit credit for vacation and sick leave accruals for that month. All others receive benefit credit the subsequent month. These benefits shall be earned when an employee successfully completes the probationary period and shall be credited retroactively to the appropriate date. If an employee is notified in writing that he/she is dismissed within the probationary period, a copy of such notice shall be sent immediately to the Shop Stewards.

E. Classification

An employee who, on a continuous basis, has duties falling within more than one (1) category is to be classified according to the work which occupies most of his/her time. However, no employee shall lose wages or benefits as a result of such reclassification.

F. Temporary Employment

(1) No temporary employee shall be hired to fill a position of a continuing and permanent nature, except in cases of positions left vacant due to workers on leaves of absence as defined in Article X, Section A, B, D, E, and F, and for other just causes (such as military service, vacation and disability). The Employer shall make every effort to fill positions vacated through resignations promptly and without unreasonable delay. The temporary employee substituting under such conditions shall be entitled after sixty (60) calendar days of employment to all benefits (except permanency) and the minimum rate for the job in which he/she is substituting. For the sixty (60) calendar days of employment, such an employee may be paid five (\$5.00) dollars per week less than such minimum rate.

(2) The Employer will notify the Shop Stewards of the hiring of temporary employees.

(3) A temporary employee who is offered and accepts a permanent position in a job which is identical to that which the temporary employee served in his/her capacity as a temporary employee shall serve a probationary period of 45 calendar days. The Employer may request that the Union extend this probationary for a period of up to an additional 45 calendar days. The request for an extension shall not be unreasonably denied by the Union.

G. Registration Assistant/Cashiers

(1) Temporary employees may be employed as Registration Assistants and Cashiers in The New School Registration and Bursar's Offices.

(2) Effective July 1, 2003, those temporary employees who return for more than three (3) consecutive registration periods (exclusive of summer terms in which the employee is not recalled) shall become members of the Union as provided in Article II (Union Security) of this Agreement; they shall be notified of this requirement, its costs and its benefits, in any offer of work which they receive from the Employer which would qualify them for Union membership. Such employees shall be compensated as follows:

(a) The hourly rate of Registration Assistants/Cashiers shall increase by the rates and on the effective dates set forth in Article XI A.

(b) They shall receive overtime pay (including lunch and dinner money) as provided in Article VIII, Paragraph H of this Agreement;

(c) Those who, on or after August 1, 1997, have worked ten (10) registration periods (exclusive of summer terms in which the employee is not recalled) shall be paid seventy-five (\$.75) cents per hour above the minimum hourly rate;

(d) Those who, on or after August 1, 1997, have worked twenty (20) registration periods (exclusive of Summer registration) shall be paid an additional seventy-five (\$.75) cents per hour above the minimum hourly rate; and

(e) All recall of such employees shall be by seniority. The Employer shall make every reasonable effort to observe seniority in laying off such employees.

(3) Upon their third recall, Registration Assistants/Cashiers shall be paid overtime for holidays worked in accordance with the overtime provisions of this Agreement and shall have the privilege of enrolling in two (2) courses per term in accordance with the tuition benefit provisions of this Agreement;

(4) Effective July 1, 2010, newly hired Registration Assistants, and those who have yet to work two (2) consecutive registration periods (exclusive of summer terms in which the employee is not recalled), shall be paid the "Hiring Rate" of \$ 13.30 per hour. The hiring rate shall increase by the rates and on the effective dates set forth in Article XI A. Registration Assistants/Cashiers shall have the same right as regular full-time and permanent part-time employees to bid on vacant positions.

(5) Registration Assistants/Cashiers who are interested in working between registration periods shall advise the Human Resources Department of such interest, shall be interviewed and take appropriate skill tests (such as typing), and shall be considered for assignments based on their skill and ability and the needs of the University.

(6) Temporary employees in the Registration or Bursar's Offices who become permanent employees shall be credited with adjusted seniority for the time actually worked while they were enrolled as members of the Union;

(7) Registration Assistants/Cashiers who are called in to work between registration periods in any office shall not be paid less than they received during the last registration period in which they were employed.

H. No Polygraph Test

The Employer shall not require that an employee or applicant for employment take a polygraph or other form of lie detector test.

VII. PROMOTIONS AND TRANSFERS

A. (1) In order to make full use of developing skills and activities of the staff which continued employment fosters, in order to give a wide and varied experience within the New School, and in order to reduce high turnover, promotions and transfers shall be encouraged where practicable and necessary.

(2) When technology and/or new methods or requirements are introduced, the Employer will provide training to the employee assigned to utilize such new practices or equipment during scheduled work time only. Training scheduled after seven (7) hours of the work day shall be compensated in money only and at the rate of time and one-half, as provided in Article VIII.

Time spent by employees in training shall not be compensable if the following four (4) criteria are met:

- (a) Attendance is outside of the employee's regular working hours; and
- (b) Attendance is in fact voluntary; and
- (c) The course, lecture or training program is not directly related to the employee's job; and
- (d) The employee does not perform any productive work during such attendance.

B. Vacancies for positions covered in this Agreement shall be posted promptly before 11:00 A.M. on the Union bulletin boards for five (5) full workdays before anyone is hired and shall be filled promptly thereafter. The Employer shall use its best efforts to fill the vacancy and shall not use temporary employees to fill a position of a continuing and permanent nature to circumvent this Agreement.

C. Except in cases of lateral transfer, any qualified employee who bids for an open job during the posting period shall be given the job and shall successfully complete a probationary period as in Article VI, Paragraph A (2)(b), in order to be made permanent in their position. Where the qualifications of two (2) or more applicants are equivalent, the promotion shall go to the applicant with the greater seniority.

D. Should the Employer determine that a position will not be filled promptly consistent with the terms of Article VII.B, then the Employer shall file notification with the Union. Following notice, the Employer must discuss the reasons for its determination with the Union. In the implementation of this Article the Employer will communicate to the Union stating the status of the approval of the recruitment authorization for the position in question and update the Union as to any change in the recruitment status. When the Employer decides upon prospective recruitment authorization it will communicate same to the Union.

E. Employees who do not successfully complete the probationary period as required in the Article VII, Section C above, on a promotion shall be informed in writing with a copy to the Shop Stewards. The reasons for the rejection shall be discussed with the employee and the Shop Stewards.

F. A promoted employee shall have as a promotional increase either the minimum salary for the job into which the employee is promoted or six percent (6%) of the employee's current salary or eighteen (\$18.00) dollars per week, whichever is greater.

G. If the probationary period of a promoted employee is not satisfactorily completed, the employee shall return to his/her former position or a similar position. Any promotions which had ensued including a salary increase because of it may be rescinded.

VIII. HOURS OF WORK

The following specifications of the number of working hours is made in the interest of the mutually desired procedure to protect the health and efficiency of the New School employees and their participation in and contribution to social and civic life. To this end it is agreed:

A. The employees of the University, other than exceptions mentioned below, shall work five (5) days per week with two (2) consecutive days off per week. Schedules of days off shall be prepared as far in advance as possible, but may be changed in cases of emergency. The work week shall be thirty-five (35) hours per week. Employees may work an average of the above hours in a six (6) day week not more than four (4) times per year. The current practices of scheduling Library employees to cover hours of Library operations shall be continued.

B. One rest period of fifteen (15) minutes daily shall be allowed each member of the staff except for telephone operators who shall have two (2) fifteen (15) minute breaks, provided there shall be adequate coverage of the offices during the rest periods. Punctuality shall be observed by all staff members.

C. Whereas the Employer realizes the needs of its employees to have a relatively stable work schedule and the Union realizes the Employer's need for adaptability, the following is agreed:

(1) the Employer shall have the right to establish shifts and the starting and ending times for such shifts; any changes in hours of operation shall be given to the Union and to the Employees as far in advance as is practicable;

(2) in establishing schedules and shifts, the Employer shall take into account the needs of the University, its faculty and students, and its employees; except as provided below, the schedule of a permanent or contract employee, once established, shall be maintained when practicable;

(3) in the event the Employer wishes such an employee to modify his/her established schedule, a written request setting forth reasons shall be issued and:

(a) the consent of said employee or employees shall be obtained; no employee shall be harassed for withholding such consent, which shall not be unreasonably withheld.

(b) an employee making a requested schedule change may ask for a review of the new schedule after completing a full semester of the new schedule;

(c) in the event an employee's schedule is revised, the Employer shall make, when possible, adjustments of the evening hours as may be required for such employee to attend class at the University. The provisions of Section E of this Article shall apply in the adjustment of an employee's schedule.

D. The following special shifts shall be maintained:

(1) the Mailing Department shall have a late shift ending one-half (1/2) hour after the regular working hours;

(2) the Libraries shall be covered in two (2) shifts. The hours of the Libraries shall vary. The Faculty Services Center shall be covered in two (2) shifts from 9:00 A.M. to 9:00 P.M.;

(3) the University Registration and Bursar's Offices shall be covered from 9:00 A.M. to 8:00 P.M.;

(4) during registration, the Educational Advisor's Office shall be covered to 8:00 P.M.

E. In those offices which are open past 5:00 P.M., a staff member who wishes to work a split shift or evening shift regularly throughout a term shall be granted permission to do so providing this does not interfere with his/her duties or cause hardship to his/her co-workers. This determination is to be made by the Administration but shall not be unreasonably denied. If the supervisor, employee and Employer cannot arrange an equitable schedule after 5:00 P.M., then the Employer shall have the right to designate the person or persons to be assigned provided that this selection be made by giving the persons with the most seniority the first opportunity to refuse such assignment.

F. The Employer shall make every effort to provide two (2) consecutive days off for an employee scheduled to work Saturdays or Sundays.

(1) If Saturday or Sunday was worked on an emergency or overtime basis, the foregoing need not apply.

(2) If an employee requests a day off other than Saturday or Sunday, the supervisor may grant such permission if it does not interfere with the staffing needs of the department.

(3) Library employees shall not normally be scheduled to work more than one (1) weekend in three (3), except for employees who are hired or assigned to a shift, which shall cover every weekend.

G. Premium Pay

(1) Effective July 1, 015, employees who are required to work regular hours before 7:00 A.M. or after 6:30P.M. or on weekends shall be entitled to premium pay as stipulated below:

(a) any employee working regular hours past 6:30 P.M. or before 7:00 A.M. shall receive premium pay of sixteen (\$16.00) dollars for each day so worked, in addition to the regular compensation;

(b) any employee working regular hours past 9:00 P.M. shall receive premium pay of seventeen(\$17.00) dollars for each day so worked, in addition to the regular compensation;

(c) any employee working regular hours past 11:00 P.M. shall receive premium pay of nineteen(\$19.00) dollars for each day so worked, in addition to the regular compensation;

(d) any employee working regular hours on a Saturday or Sunday shall receive premium pay of twenty(\$20.00) dollars for each day so worked, in addition to the regular compensation.

(2) Seniority shall be considered when an employee seeks an open, established shift within a department carrying with it premium pay. This clause shall not be used to circumvent the promotion provisions of this Agreement.

H. Overtime

(1) Overtime shall commence after seven (7) hours of work each day or thirty-five (35) hours per week, whichever is applicable, but overtime of fifteen minutes or less a day shall not be counted, provided this practice is not abused by the Employer and is not a regular practice. The time taken for dinner shall not be included in overtime. Upon notice to the Union and affected employees, the Employer may implement Summer Hours whereby the employees work 35 hours in a 4-day week, receive 35 hours of regular pay, and are given one additional regular work day off.

(2) Overtime must be authorized in advance by the employee's supervisor or by the person in charge of Human Resources in the absence of the supervisor. The supervisor will try to distribute overtime equitably to those employees available for, familiar with and able to do the work. Except in the event of an emergency, the supervisor will use his/her best efforts to provide employees with as much advance notice of overtime as is practicable under the circumstances.

(3) Authorized overtime shall be compensated in money only and at the rate of time and one-half. Full-time employees who hereafter work on Saturday as the sixth (6th) consecutive day shall be compensated for such work in money only, at the rate of time and one-half, except as provided in Section A of this Article. Employees working on Sundays as the seventh (7th) consecutive day shall be compensated in money only at the rate of double time for all hours worked. Employees working on contractual holidays shall be compensated in money only at the rate of time and one-half and shall be paid, in addition, seven (7) hours pay at the employee's straight time hourly rate as holiday pay.

(4) Effective January 1, 2011, anyone working four (4) hours or more of authorized overtime on Saturdays, Sundays or holidays shall be paid twelve (\$ 12.00) dollars for luncheon or fourteen dollars (\$ 14.00) for dinner, whichever rate is appropriate to hours worked. Anyone working two (2) or more hours of authorized overtime Mondays through Fridays shall be paid fourteen dollars (\$14.00) for dinner. In order to qualify for dinner money, overtime must be worked at the conclusion of the scheduled hours.

(5) Effective January 1, 2011, employees who work authorized overtime past 10:00 P.M. shall be reimbursed for the actual cost of cab fare home to a maximum of forty-five (\$ 45.00) dollars upon presentation of a receipt which has been approved by the supervisor.

(6) For the purposes of this Article, all paid days shall be considered as days worked.

(7) Agreements for the payment of overtime rates and premium pays herein contained are not to be construed to require a duplication of overtime or premium pay payments involving the same hours of work.

IX. HOLIDAYS

A. Employees shall receive the following holidays with pay:

| | |
|-----------------------------------|---|
| Employee's Birthday | Labor Day |
| New Year's Day | One-half (1/2) day on Presidential Election Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| Presidents' Day | Friday after Thanksgiving Day |
| Memorial Day (Last Monday of May) | Christmas Day |
| Independence Day | |

B. In addition, there shall be four (4) floating holidays, which may be taken at any time during the calendar year. During the first year of employment, floating holidays shall be earned at the rate of one (1) floating holiday for every 3 months. Floating holidays shall be scheduled in advance and with the approval of the employee's supervisor. Employees may enjoy these holidays at any time during the year consistent with the needs of the department. If desired, these holidays may be taken in conjunction with other holidays and vacation time.

Employees with more than one (1) year of employment will not technically accrue floating holidays. However, in the event of the termination of employment during any calendar year, whether by

resignation or otherwise, the New School will be able to recover from the employee's final paycheck an amount equal to the floating holiday time taken by the employee in excess of what that employee would have been entitled had floating holidays been accrued. For example, an employee with six (6) years of employment resigns as of July 1 of any calendar year. Between January 1 and June 30 of that year, the employee had taken all four floating holidays. At termination, the New School will be able to recover two (2) days' pay from the final paycheck on the basis that the employee had exceeded his/her entitlements on an accrual formula.

C. Employees who wish to observe religious holidays may do so by applying such time against vacation or other personal leave days. Employees who wish to observe religious holidays may do so by opting to work at straight time on any of the above holidays upon which the place of employment is open for business in exchange for time off for their chosen religious holiday(s). This shall not affect the option of using personal leave or vacation time for religious holidays.

D. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday; when it falls on Sunday, it shall be celebrated the following Monday; however, when such holiday is a "national" holiday, the stated "national" holiday shall be observed.

E. Part-time employees shall receive prorated holiday pay based upon number of hours scheduled to work divided by five (5) days per week.

X. **LEAVES OF ABSENCE**

A. **Sick Leave**

In acknowledgement of the provisions for sick leave, the employees pledge themselves to limit applications for sick leave to causes of genuine sickness. Staff members who are ill shall report their absence to their supervisors or individuals designated by the supervisors for first report. The Human Resources Department should be contacted only if an employee's supervisor and/or designee is not available. Such notification shall be made within the first hour of the scheduled work day, unless the employee is reasonably unable to do so, in which event he/she shall give notice as soon as possible. In the event of the illness of an employee during any part of the scheduled hours of his/her work day and the employee desires to charge such time against his/her sick leave entitlement, a minimum charge of two(2) hours shall be made against sick pay entitlement.

(1) Any employee hired on or before December 31, 1991 shall be entitled to thirteen (13) working days of such leave annually. The calculation of sick leave shall be made from date of hiring on the prorated basis of thirteen-twelfths (13/12ths) days per month. Employees hired on or after January 1, 1992 shall accrue sick leave on the following schedule:

thirteen (13) days for the fourth year and thereafter

An employee whose hire date falls on or before the fifteenth (15th) of the month is given credit for that month. An employee hired after the fifteenth (15th) does not receive credit for that month. Sick leave shall accrue on a fiscal year (July 1 to June 30) basis. Upon request, employees shall be informed of the amount of accumulated sick leave.

(2) Employees who have been employed for more than six (6) months shall be entitled to draw on advance sick leave the remaining months of the year.

(3) Sick leave may be accumulated up to a maximum of seventy-five (75) days. The right to accumulate sick leave shall be for the purpose of making use of such leave only with respect to legitimate

illnesses and except as may be specifically provided for herein.

(4) An employee who resigns, retires or is discharged, has used more than his or her then-accrued sick leave, the Employer may make an appropriate adjustment and deduct an equivalent amount from the employee's final paycheck. For purposes of this section only, the annual sick leave accrual shall be deemed to accrue on a monthly basis.

(5) When sick leave is taken as part of a day, in conjunction with a weekend, holiday, vacation or personal leave, no payment shall be made for such sick leave. The phrase "in conjunction with" shall be construed to mean the last hours of the workday prior to the weekend, holiday, vacation or personal leave and the first hours of the workday after the weekend, holiday, vacation or personal leave. The provisions of this paragraph shall not apply where the illness of the employee is of a clear and obvious nature or where the employee is sent home by his/her Supervisor.

(6) Sick leave benefits shall be integrated with the New York State Disability Law and Worker's Compensation Act. An employee must use all accumulated sick leave before receiving benefits provided under the law.

(7) Effective January 1, 2011, for employees who have submitted an authorized compressed work schedule during periods approved by the Employer, the value of a full day's sick leave shall be equal to the value of a full day's pay on the compressed work schedule. Absences of less than a full day shall have the value of an employee's regular hour rate times the number of hours of sick leave taken.

B. Unpaid Leaves of Absence

(1) Except as provided herein, an employee, after completion of one (1) year of employment shall, upon appropriate application and approval, be eligible for the following leaves of absence:

(a) Leaves of absence for verified personal illness/disability (including maternity disability), for a period of time which is to be measured for the time the employee's physician certifies that the employee is no longer able to perform the job to the time when the employee's physician certifies that the employee is able to again perform the job.

(b) Leaves of absence upon the birth or adoption of a child. In the case of the birth of a child, the leave may be taken in addition to a leave of absence granted under subparagraph a., and if taken, must be taken consequentially with the leave granted under subparagraph a. A male employee may be granted a leave of absence under subparagraph c. in connection with the birth or adoption of his child.

(c) Up to thirty (30) calendar days for personal reasons, which may not be taken in connection with a leave of absence granted under subparagraphs a. or b., and which may be extended with the approval of the Human Resources Department for periods of thirty (30) days up to a maximum of six (6) months.

(d) A leave of absence to take a position on the Union staff.

(e) An employee with two (2) or more years of continuous employment will be granted professional leave for further study of up to one (1) year without pay if it can be done without hardship to the University. Such leave shall not be unreasonably denied.

(2) For leaves commencing before ratification of the 2003 to 2007 collective bargaining

agreement, a leave of absence granted under paragraphs 1.a., b., c., or d., shall not exceed six (6) months, except in the event of an exceptional case in connection with maternity disability or childcare. In that case, the maximum leave of absence would be nine (9) months. For leaves commencing on or after ratification of the 2003 to 2007 collective bargaining agreement, a leave of absence granted under paragraphs 1.(b), (c) or (d) shall not exceed six (6) months, but a leave of absence granted under paragraph 1.(a) shall not exceed six (6) months but, upon showing of exceptional circumstances, will be extended to a total of nine (9) months.

(3) A request for a leave of absence requires the approval of the Human Resources Department which approval will not be unreasonably withheld.

(4) An employee on a leave of absence shall be entitled to return to the same position held immediately prior to the leave of absence, provided the employee is able to return within six (6) months or nine (9) months as provided in paragraph (2) above. In the event that the Employee is unable to return within the 6/9 months period, he/she shall be entitled to preferential hiring into a vacant bargaining unit position for which he/she is qualified and able to perform the essential functions of the job. In the event that such an Employee is rehired, his/her seniority date shall be the date of rehire, unless he/she shall remain employed for a period of time equal to the length of the leave of absence in which case the break in service shall be cured and the seniority restored (less the amount of time spent on the leave of absence).

(5) Benefits During a Leave of Absence

Unless provided otherwise herein, certain conditions shall be applied to an employee who is on a leave of absence.

a. An employee on unpaid leave shall not be credited with time worked for said period for any purpose except seniority as provided for in Article IV and except that vacation and/or sick leave shall be credited for a period of fifteen (15) working days or less.

b. An employee returning from a leave of absence shall be entitled to any general salary increase which went into effect during that period.

c. Failure to report for work upon the expiration of a leave of absence shall be deemed a voluntary quit unless within five (5) work days the employee submits a valid statement advising the Employer of the impossibility of reporting unless prevented from doing so by an act of God.

d. During the period of a leave of absence, the employee shall be entitled to pay the premiums for health insurance coverage under the Local 1205 Teamsters Health and Insurance Fund.

C. Personal Leave

(1) Employees shall be granted three (3) days of personal leave each year.

(2) Employees who have completed three (3) years of service shall be granted one (1) additional personal leave day, making a total of four (4) days per year.

(3) Employees who complete three (3) years of service after January 1st but before October 16th of the anniversary year, shall be granted the additional personal leave day in such anniversary year. Those completing their three (3) years of service after October 16th of the anniversary after shall receive the additional personal leave day the next year.

(4) Employees may utilize personal leave for the illness of a dependent child.

(5) In order that employees have the opportunity to tend to and schedule matters of a personal business nature, the Employer may inquire about and may approve such time taken as personal leave, provided that both the Supervisor and employee consider the staffing needs of the department and that permission not be unreasonably withheld.

(6) Effective January 1, 2016, Employees who are involuntarily terminated may be paid accrued but unused personal days, up to the maximum of 4 days, as part of their terminal pay.

D. Other Leaves of Absence

(1) After the probationary period, an employee shall be granted a leave of absence with pay up to a maximum of five (5) days in case of death or serious illness in his/her immediate family, understood to mean: parents, siblings, husband, wife, domestic partner, partner in a civil union, children, stepchildren, grandchildren, grandparents, in each case. After the probationary period, an employee shall be granted a leave of absence with pay up to a maximum of three (3) days in the case of death or serious illness of the employee's parents-in-law and stepparents, in each case.

(2) Librarians shall be granted five (5) days with pay annually to attend conferences and professional discussions during the year at the discretion of the Employer. Librarians may accumulate the leave provided for herein for a period of two years but no longer.

E. Family Medical Leave Act

The Employer agrees to conform the agreement in accordance with the provisions of the FMLA. Any provision of the agreement, which is more beneficial than provided by the FMLA shall continue. FMLA leaves shall run concurrently with any comparable leave provided for herein.

F. Jury Duty

(1) An employee who has completed the probationary period and is called to serve as a juror will receive his/her regular pay less the pay he/she receives as a juror for each work day while on jury duty up to maximum of thirty (30) days.

(2) Employees shall notify the Employer within twenty-four (24) hours after they receive a jury duty notice.

(3) In the event an employee is released from jury service not later than 1:00 P.M., such employee shall be required to promptly return to work. In the event that an employee is released from jury service after 1:00 P.M., such employee shall not be required to return to work for the balance of that day.

XI. GENERAL WAGE PROVISIONS

A. General Increase

(1) Effective July 1, 2015, all permanent full-time employees on staff as of June 30, 2015, shall receive a general increase of 2.75 %.

(2) Effective July 1, 2016, all permanent full-time employees on staff as of June 30, 2016, shall receive a general increase of 2.25 %.

(3) Effective July 1, 2017, all permanent full-time employees on staff as of June 30, 2017, shall receive a general increase of 2.75 %.

(4) Effective July 1, 2018, all permanent full-time employees on staff as of June 30, 2018, shall receive a general increase of 2.75 %.

(5) Effective July 1, 2019, all permanent full-time employees on staff as of June 30, 2019, shall receive a general increase of 2.50 %.

(6) Effective on the dates set forth in Paragraphs (1) through (5) above, all permanent part-time employees, contract employees and variably scheduled employees on staff shall receive the general increases on a pro-rata basis.

(7) Effective on the dates set forth in Paragraphs (1) through (5) above, the salary minima shall be increased by the percentages set forth in Paragraphs (1) through (5). Any employee whose salary is below the newly established minimum for a position shall be increased to the new minimum before the application of the across-the-board increases set forth.

B. Longevity Payment

Effective on July 1, 2015, upon the employee's tenth (10th) anniversary of permanent employment within the University, she/he shall receive a lump sum payment in the amount of \$500. Upon the employee's fifteenth (15th) anniversary of permanent employment within the University, she/he shall receive a lump sum payment in the amount of \$750. Upon the employee's twentieth (20th) anniversary of permanent employment within the University and every fifth (5th) anniversary thereafter, she/he shall receive a lump sum payment in the amount of \$1000. Employees who received lower longevity increases in the previous contract shall receive the difference retroactively.

C. Minima

(1) Effective July 1, 2010, the minimum salary for any Union employee, (prorated for persons working less than thirty-five (35) hours,) are shown in Schedule A.

(2) Schedule A reflects the current salary minima.

D. Increment Plan

(1) All scales shall be effective as of the dates set forth in Paragraphs A (1) through (5) above.

(2) An employee temporarily substituting in a higher category for a period of more than two (2) weeks shall receive the minimum or for the higher category or the promotional increase specified within Article VII. F.

(a) The employee must actually perform those duties normally undertaken by an employee holding the job for whom he/she is filing in on a temporary basis.

(b) The employee shall be assigned at the specific request of the supervisor.

XII. PAYDAY

A. Payday shall be every other Friday covering the period through the previous two Sundays. On paydays, employees shall be granted an additional twenty (20) minutes at lunch in order to cash their paychecks.

B. Employees whose starting time requires their eating dinner will be granted twenty (20) minutes to cash their checks, such time to be arranged by the employee and the Supervisor.

C. Should the Employer provide facilities for banking on premises, then the provisions of this Article relating to additional time for cashing of paychecks will be suspended for employees who avail themselves of this facility or the paycheck system or direct deposit. Employees who choose not to avail themselves of this facility shall retain their right as specified in (A) above. Effective July 1, 2007 all new employees must participate in direct deposit and no employee hired on or after that date shall be eligible for the rights set forth in (A) and (B) above.

D. The Employer shall have the right to switch from its current paper system to an electronic time and attendance system. The Employer shall meet and discuss the implementation with the Union. Nothing contained herein is intended to alter existing practices in the various departments, but rather, to take advantage of the efficiencies of electronic data entry and transmission over the manual processing of paper time sheets.

XIII. TUITION BENEFITS

Whereas the University encourages employees to take advantage of the educational opportunities offered at the University and recognizes the value to be derived from the use of the tuition remission program, the employees and the Employer realize that:

A. All full-time permanent staff members and their children shall have free tuition for all courses, except workshops, given by the University. All full-time permanent employees and their children may take workshop courses free of tuition subject to the policy provisions of February 19, 1976, (see Addendum) provided there is an empty seat available for the course. In no case will an employee be permitted to exercise the privilege of enrolling in a course or workshop, without tuition, where the course or workshop is given in cooperation with or in association with individuals or outside organizations. All references to workshop courses above shall be modified by and be subject to the policy provisions of February 19, 1976.

B. Part-time permanent employees regularly working less than fifteen (15) hours per week may take one (1) credit or non-credit course per term; part-time employees and variably scheduled part-time employees in the Registration and Bursar's Offices working fifteen (15) to twenty-nine (29) hours per week may take two (2) credit or non-credit courses per term. Part-time permanent employees may take workshop courses as outlined in the policy statement of February 19, 1976. Children of regular part-time employees may use the unused portion of their parent's entitlement.

C. Registration Assistants/Cashiers who have attained seniority shall be permitted to take in the subsequent semester two (2) credit or non-credit courses during an academic year. All Contract employees who are engaged for a period of eight (8) months or longer in an existing contract or in any subsequent employment contract may have free tuition for two (2) credit or non-credit courses during an academic year. All courses under this Paragraph shall be limited to one (1) course per semester during employment, except that if no course is taken

during the first semester, two (2) courses may be taken during the second semester provided such employee is employed by the Employer during the full first and second semester.

D. The Employer will waive all fees required for any course or workshop except for materials fees, which are to be borne by the employee.

E. An eligible employee may elect once each term to have his/her spouse take non-credit courses in lieu of the eligibility of his/her tuition as provided for herein.

F. A spouse of a permanent full-time employee may share credits, with the employee, up to a joint maximum of twelve (12) credits per term, for an undergraduate degree. For a graduate degree, the spouse of a permanent full-time employee, after (3) years of employment, may share credits with an employee, but out of twelve (12) credits, the spouse may use a maximum of six (6) credits per term. The provision is restricted to one Master's degree for the spouse and does not apply for a doctoral degree. This tuition benefit shall be extended to domestic partners on the same terms, conditions and procedures applicable to domestic partners as defined in the Employer's policy.

G. The Employer shall waive the maintenance of status fee for one (1) academic year for all graduate study programs when warranted, provided a written request is endorsed by the employee's faculty advisor and the Human Resources Department. Such waiver shall be in the best interests of the University and the employee.

H. Candidates for degrees must conform to department requirements but may take no more than twelve (12) credits per term. An employee registering for seven (7) or more credits a term must receive written permission from the appropriate Educational Advisor.

I. Subject to clarification by the IRS regarding the status of tuition benefits as income subject to taxes, employees taking advantage of tuition benefits as described herein, agree to pay all applicable employee taxes, which may be assessed upon the amount.

J. An employee eligible for tuition waiver under this Agreement and leaving without prejudice, may, upon proper submission of his/her resignation, as provided for herein, after the commencement of classes:

(1) continue to take Non-credit courses for the current semester for which he/she is enrolled without further obligation.

(2) convert credit courses to non-credit status (when applicable) without further obligation if done prior to his/her last day of work, or

(3) pay prorated tuition for credit courses; however, tuition for credit courses shall be prorated against seventy-five (75%) percent of the total costs, recovery to be mutually arranged by the employee and Employer.

K. Tuition waivers are a benefit of employment and are not transferable, except as otherwise provided for herein.

XIV. INSURANCE, RETIREMENT AND FLEXIBLE SPENDING ACCOUNTS

A. The Employer shall provide Worker's Compensation, New York State Disability insurance and

New York State Unemployment insurance for all its employees.

B. Hospitalization and Insurance Plan:

(1) The Employer shall pay monthly on or before the tenth (10th) day of each month for each employee in the Collective Bargaining Unit, for hours worked the prior month, commencing after forty (40) days of employment, or as otherwise specified herein, to Local 1205 Teamsters Health and Insurance Fund amounts according to the following schedule:

| | |
|-----------------|---|
| January 1, 2016 | \$ 1,813.00 per month, per employee (0% increase) |
| January 1, 2017 | \$ 1903.65 per month, per employee (5% increase) |
| January 1, 2018 | \$ 1,998.83 per month, per employee (5% increase) |
| January 1, 2019 | \$ 2,098.77 per month, per employee (5% increase) |
| January 1, 2020 | \$ 2,203.71 per month, per employee (5% increase) |

The foregoing amounts shall be contributed for each Full-time and Part-time permanent employee. In addition, for each eligible Contract Employee and Registration Assistant/Cashier; the aforesaid payments to be made during the period said employee is actually working for Employer.

(2) The contributions shall be used by the Trustees for the purpose of providing health insurance, hospitalization, medical, dental and other benefits for the employees and their dependents, as shall be determined from time to time by the Trustees without limitation of authority. The parties acknowledge that the Employer will have input with respect to future benefit increases.

(3) The Employer shall furnish with each payment a statement showing the employees covered by this Agreement and employed during the preceding months as well as any other information requested by the Fund in order to guarantee its sound and efficient operation. Upon request from the Fund, the Employer shall furnish copies of appropriate records and shall permit the Fund Administrator, or his/her representative, during business hours to audit such records in order to assure that each employee is covered and contributed for.

(4) No health and welfare contributions shall be made on behalf of employees who are regularly scheduled to work on an average of less than fifteen (15) hours per week or whose regularly scheduled hours of work projected on an annual basis do not exceed seven hundred-eighty (780) hours per year.

(5) In the event that the Employer shall fail to make the payments provided hereunder within sixty (60) days after applicable month, the Fund shall charge interest upon such obligations from the end of the grace period herein provided at the rate of two-thirds (2/3rds) of one (1%) percent per month.

C. Retirement

(1) Effective January 1, 2016, the Employer shall make the following contributions to Local 840 Teamsters Retirement Fund on behalf of its employees who are not members of the TIAA/CREF Pension Fund as described below:

(a) for those employees who have completed less than five (5) years, the Employer shall contribute five (5.0 %) percent of their base salary;

(b) for those employees who have completed five (5) years of employment, the Employer shall contribute ten (10%) percent of their base salary.

The Employer agrees to the schedule of contributions set forth in the Memorandum from O'Sullivan Associates Inc., dated January 12, 2016 which is attached as Schedule E. The parties agree to use their best efforts in negotiating the merger of the Local 840 Pension Plan with the Local 1205 Pension Plan. Effective May 1, 2016, this contract will be reopened for the purpose of negotiating the terms of such possible merger.

(2) With respect to the employees who are currently members of the TIAA/CREF (hereinafter the "TIAA") Pension Fund and continue in the TIAA Pension Fund, but who have not completed five (5) years of service, the Employer will continue to match employee contributions up to five (5%) percent of base salary; with respect to employees who have completed five (5) years of service and who are members and continue to be members of the TIAA Pension Fund, the Employer shall pay the full cost of the TIAA Pension Fund, amounting to ten (10%) percent of the base salary. Effective July 1, 1991, there shall be no new enrollees into the TIAA Pension Fund.

(a) Effective July 1, 1991, employees may choose to participate in the TIAA/CREF Supplemental Retirement Annuity (SRA) plan and have payments reduced from their bi-weekly paycheck and paid into individual SRA accounts at TIAA by the Employer. The employee must make a written request to the Human Resources Department specifying the amount to be deducted from the bi-weekly paycheck.

(3) By making the payments provided for herein, the Employer shall have no further liability or responsibility to either the Union or the individual employees for pension or retirement benefits, and the Employer shall have no responsibility with respect to the administration of the Local 840 Teamsters Pension Fund or for any payments made or required to be made therefrom in connection therewith.

(a) No payment under this Section shall be made on behalf of employees who are regularly scheduled to work on an average of fifteen (15) hours per week or whose regularly scheduled hours of work projected on an annual basis do not exceed seven hundred eighty (780) hours per year.

(b) In the event that the Employer shall fail to make the payments provided hereunder within sixty (60) days after the applicable month, the Fund shall charge interest upon such obligations from the end of the grace period herein provided at the rate of two-thirds (2/3rds) of one (1%) percent per month.

D. Flexible Spending Accounts

Effective January 1, 1991, employees who have regular, planned medical and day care expenses can elect to participate in the University's Comprehensive Benefits Flexible Spending program. The program allows employees to shelter a portion of their income to pay for internal Revenue allowable expenses with pre-tax dollars. It does not affect an employee's total compensation from the University, but reduces the portion of it that the Internal Revenue Service considers taxable, thus giving the employee an immediate tax savings.

Employees are eligible to enroll in the Flexible Spending Plan at the beginning of each calendar year. Each year, by calculating an estimated amount for allowable expenses and arranging for a biweekly salary reduction, employees build an account against which they may submit claims for reimbursement.

The Employer shall make Qualified Transportation Expense (QTE) Plan benefits available to employees up to the applicable limits provided by law.

E. Supplemental Short Term Disability

Effective January 1, 2001, the Employer shall provide a Supplemental Short Term Disability Plan (SSTD) which shall provide eligible employees with supplemental coverage such that the combined benefit

from the Employer-provided Short Term Disability Plan and the SSTD shall equal 60% of salary. There shall be no cost to the employees for the SSTD as long as the premium increase in a given year does not exceed 10% over the premium in the preceding year. If the premium in a year shall exceed the preceding year's premium by more than 10%, the excess shall be charged to the employees via payroll deduction, unless the parties agree to change the provisions of the plan so as to bring the amount of the increase to, or below, 10%.

F. Long Term Disability

Effective July 1, 1994 the Employer will cover its full-time permanent employees with TIAA-CREF long-term disability plan, with no cost to the employees.

XV. SEVERANCE PAY

A. Permanent employees who retire, or whose positions are retrenched or reorganized and who do not transfer to another position under provisions of Article XXI, shall be entitled to severance pay as follows:

(1) if employed more than six (6) months but less than one (1) year, not less than one (1) week severance pay (35 hours for full-time employees);

(2) if employed at least (one) year but less than (five) years, not less than two (2) weeks severance pay (seventy (70) hours of full-time employees);

(3) if employed more than five (5) years, not less than four (4) weeks severance pay (one-hundred-forty (140) hours for full-time employees).

The monetary equivalent of accumulated sick leave, payable upon retirement as provided elsewhere in this Agreement, may be considered part of any such severance payment.

B. The Employer will continue all obligations accrued for severance pay for employees up to December 31, 1971 to be paid on the following conditions:

(1) Except in cases of dismissal for cause, employees dismissed shall receive severance of two (2) weeks salary for each computed year of employment as well as quarterly prorated wage for any period less than a year up to a maximum of twenty-six (26) weeks for time accrued prior to December 31, 1971. The terminal pay may be in installments at the rate of no less than the employee's weekly out-going wage.

(2) The employee shall be paid the difference between unemployment insurance payments (charged to the Employer) and severance due him/her so that no employee dismissed would receive a weekly amount more than his/her final weekly wage.

C. There shall be no further or additional obligation on the part of the Employer to pay severance pay except as provided below:

(1) Permanent, full-time employees who are on staff as of December 31, 1976, who complete more than five (5) years of employment, and who retires or resigns for physical or emotional disability, which renders the employee permanently unable to perform the duties of his/her position, shall receive a severance allowance of two (2) weeks salary for each completed year of employment as well as quarterly prorated wage for any period less than a year up to a maximum twenty-six (26) weeks for time accrued prior to December

XVI. VACATIONS

A. Vacation allotments shall accrue on a monthly basis over the Employer's fiscal year (July 1 to June 30) on the basis of working days. Vacation schedules shall be determined by the Employer after consulting with the employees. The Employer shall endeavor to meet the employee's needs in scheduling vacations unless, in the Employer's judgment, the requested schedule will interfere with the efficient operation of the Employer's business. The Employer will make every effort to announce vacation schedules in advance and to approve one (1) of three (3) reasonable requests made by the employee providing such requests are consonant with provisions herein.

B. Vacations may be taken at various times during the year provided that such days do not coincide with registration or other busier work schedules pertaining to the department or section in which the employee is assigned and further provided that the supervisor and/or Human Resources Department approve such vacation requests. Subject to the rules above, the person with the most seniority shall be given the first opportunity in the event of a conflict.

The vacation year shall be the Employer's fiscal year (July 1 to June 30). Vacation schedules shall be posted by the Employer giving preference to employees requested vacation schedules to the extent practicable one (1) month before the commencement of the regular vacation period.

C. (1) Permanent full-time employees hired before October 1, 1988 shall be entitled to the following vacation time:

- twenty (20) days for the first (1st) completed year and thereafter;
- twenty-two (22) days for the third (3rd) completed year and thereafter;
- twenty-five (25) days for the fifth (5th) completed year and thereafter;
- one additional day of vacation for each year after five (5) years of employment up to a maximum of thirty (30) days.

(2) Full-time permanent employees hired prior to October 1, 1988 working less than a year shall have their vacation prorated on the basis of one and two-third (1 2/3) days per month.

D. Contract full-time employees shall be entitled to vacation accruals as described in Schedule C.

E. Permanent, part-time employees shall be entitled to vacation accruals as described in Schedule D.

F. (1) Permanent full-time employees hired on and after October 1, 1988 shall be entitled to the following vacation time:

- fifteen (15) days for the first completed year;
- seventeen (17) days for the second completed year and thereafter;
- twenty-two (22) days for the fourth completed year and thereafter.

(2) Full-time permanent employees hired on and after October 1, 1988 working less than a year shall have their vacation prorated on the basis of fifteen-twelfths (15/12ths) days per month.

(3) Contract and permanent part-time employees hired on and after October 1, 1988 shall be entitled to vacation accruals as described in Schedules C and D respectively.

G. Employees may carryover two (2) years' of vacation accrual. An extra week of vacation (without pay) to be known as "vacation leave" may be taken with the consent of the Employer provided such leave has been requested in writing by the employee.

H. Any employee who, because of pressure of work, cannot take his/her vacation during the time scheduled for him/her, shall have the option of combining his/her vacation periods or taking it in pay.

I. The seniority principle shall be applied in the choice of vacation dates.

J. If a holiday occurs during a vacation period, it shall not be considered a working day, and equivalent time shall be added to the employee's vacation.

K. During vacation periods of any employees, all jobs shall be covered by the remaining employees.

L. Advance Vacation Pay. Employees shall be given vacation pay in advance of their scheduled vacation provided that the employee makes such application in writing on a form to be furnished by the Employer at least three (3) weeks prior to the beginning of the employee's scheduled vacation, or upon layoff in the case of variably scheduled employees. It is understood that the Employer may estimate the net vacation pay to which the employee is entitled and that pay adjustment would be reflected in the first regular paycheck issued upon the employee's return from vacation, and that the initial estimation shall not be subject to the grievance and arbitration provisions of this Agreement.

M. Terminal Vacation Pay. An employee, released by the University after four (4) months of employment, shall receive all vacation allowances accrued through the end of the last month of employment except when the employee is discharged for gross theft or gross misconduct. An employee who resigns his/her employment after four (4) months with the University will be paid all unused vacation accruals earned as specified in this Article, provided notice of termination if given in accordance with Article XIX.

XVII. WORKPLACE ENVIRONMENT

The Employer pledges to observe state and federal laws guaranteeing public and employee safety. The Employer and the Union recognize the importance not only of a safe, healthful, and sanitary workplace but also of a workplace in which individuals are treated with dignity, respect and fairness. The Employer and the Union are committed to preventing and correcting incidents of harassment and abusive behavior involving any member of the University Community.

A. The Employer shall furnish and maintain sanitary toilets and washing facilities for the employees. Where the Health and Safety of any employee may be affected due to defects in working conditions, the Employer shall take immediate steps to correct the conditions.

B. When the temperature indoors is below fifty-five (55) or above eighty-five (85) degrees, the employee(s) in such areas so affected may leave, provided that (1) the condition persists for more than two (2) consecutive hours after notification by the Shop Steward or alternate to the Facilities Services Department and then the Human Resources Department or Office of the Executive Vice President, in the event that such offices are not open, notification shall be given to the Senior Administrator on duty whose name shall be furnished to the Union and the Stewards and (2) that the Employer, within a reasonable period of time, has been unable to relocate the employee(s) to another area where the condition does not exist. Complaints concerning the temperature at any Employer locations should be brought to the appropriate Shop Steward who in turn, should advise the Employer

of the location and nature of the complaint. The complaint will be expeditiously investigated and the Shop Steward shall be notified of the nature of the problem giving rise to the complaint, the corrective action, if any, to be taken and the expected time period, which the Employer expects the corrective action to take. The Employer encourages recommendations from the Union or the Employees covered by this Agreement with respect to how temperature problems (either systemic or temporary) can be alleviated.

C. An employee who is injured on the job during the course of his/her work service and who is required to leave because of such injury shall nevertheless be compensated for the balance of the day's pay (excluding any unworked overtime).

D. The Employer shall provide, at no cost to the employee, protective devices or other special kinds of wearing apparel which it requires the employees to wear to protect themselves from injury and sickness. Employees shall be required to utilize all such protective devices and equipment in the manner prescribed and will cooperate to the best of their ability in the prevention of accidents.

E. The Employer shall recognize the need to safeguard the health of the Employee in the work environment provided by the Employer. Employees shall not be required to work in unhealthy or unsafe conditions. During high volume, intense student registration periods an employee under immediate stress, working in the Registration or Bursar's Office, who uses telephone equipment, typewriters, calculators, video-display terminals, cash registers, credit card imprinters and validatory or other business machines, may request a temporary short-term transfer in such office to alternate the need for the coverage of an alternative assignment.

F. The quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment shall not be deemed a strike, within the meaning of Article XXIV, Section E.

G. In the case of a weather emergency, the Employer will make available a recorded message in the Human Resources Department to keep the staff notified of possible closings.

H. The University Security Committee shall include one member designated by the Union. The Employer shall take all necessary steps to ensure that it is in compliance with applicable security and fire alarm requirements and shall issue guidelines for security and fire alarms to students, faculty and employees.

XVIII. RETIREMENT

Voluntary retirement may take place at age sixty (60) or after the completion of twenty (20) years of service. Normal retirement is at sixty-five (65) years of age. At the time of retirement, a full-time or part-time permanent employee shall receive severance pay as provided for in Article XV. If the employee so desires, the Employer shall pay this sum into the Local 840 Teamsters Pension Fund. In the event of retirement at the age of sixty-two (62) or above, the employee shall be entitled to the monetary equivalent of accumulated sick leave of up to a maximum of fifty (50) days.

XIX. RESIGNATION NOTICE AND TERMINATION INFORMATION

A. All resignations must be submitted in writing by the employee to the Human Resources Department of the Employer, and the employee must send copies thereof to the Shop Steward and the Supervisor. In order to facilitate the orderly transference of duties, such notice shall be submitted ten (10) working days prior to the final date of employment.

B. Furthermore, the Employer agrees to make timely reports of termination of employment, within the guidelines established by the State Department of Labor. The Employer agrees to make timely and accurate employment verification reports.

XX. EMPLOYEE DISCIPLINE AND DISCHARGE

A. Except in the case of acts endangering life, limb or property or gross theft, advance notice of dismissal shall be given to the affected employee and the Stewards after completion of all the procedures listed below. An employee who has been employed for one (1) year or less shall receive five (5) working days of notice or five (5) days of pay in lieu thereof. An employee who has been employed for more than one (1) year shall receive ten (10) working days of notice or five (5) days of pay in lieu thereof.

B. Newly-hired probationary employees may be dismissed during the probationary period with or without cause and without resort to the grievance and arbitration provisions of this Agreement.

C. The Employer and the Union commit themselves to the principle of progressive warnings so that the employee has fair notice that his or her conduct, if continued, could lead to dismissals and a reasonable opportunity to correct such conduct so as to avoid dismissal. In line with these objectives and in order to prevent deteriorating conditions from leading to dismissals, the Employer and the Union agree to the following procedures when continuing patterns become evident:

(1) first the immediate supervisor shall discuss the situation with the employee and the Steward in an effort to counsel the employee and ameliorate the situation;

(2) if further action is required, the Department Head shall take appropriate action tailored to the specific case; the Department Head shall notify the Stewards and the employee in writing before any action is implemented;

(3) any action by the Employer taken under this procedure shall be subject to the grievance and arbitration machinery provided for herein. Grievances relating to a dismissal may be presented initially at Step Two (II) or as otherwise specified in Article XXV.F;

(4) the first written warning received by an employee shall not be applied toward any future disciplinary action and will be withdrawn automatically from the employee's personnel file if during a one (1) year period starting with the date of warning notice, the employee receives no other written warning for the same reason.

D. Acceptance of other employment while on leave constitutes grounds for dismissal unless approved in advance or consistent with the purpose of the leave.

E. The Employer shall make available, upon request, an employee's personnel and/or departmental file for his/her review. The employee shall initiate a review, which shall not be more than twice a year, by making an appointment with the Human Resources Department.

XXI. REORGANIZATION

Plans for retrenchment or reorganization shall be discussed with the Union as far in advance as possible

and shall, in any event, be discussed before plans affecting the status of Staff become final. Effort shall be made to transfer the employee to another position of similar responsibility and salary within the framework of The New School or its projects, such placement to be within the capacities of the employees affected, in the event of retrenchment or reorganization, school-wide seniority, except as provided for herein, shall prevail, and shall determine the order of layoffs and rehiring provided that the employee has the qualifications for a position being continued or reinstated.

An employee who resigns by virtue of retrenchment or reorganization, an employee with seniority who is transferred to another existing or new position will not suffer a loss of wages.

No employee covered by this Agreement shall be replaced by College Work Study student, freelance or other student employment.

XXII. ACCESS TO OFFICE

The representatives of the Union shall have access to and shall be admitted to the Employer's places of business for the transaction of necessary Union business relating to this Agreement so long as normal business is not disrupted.

XXIII. BULLETIN BOARDS

The Employer shall furnish bulletin boards at conspicuous locations in the Employer's place of business and shall permit representatives of the Union to post notices pertaining to legitimate Union interests on the bulletin boards. Exact locations shall be mutually agreed upon between the Union and the Employer. If the Employer directs that a notice not be posted, the Union may submit the matter to arbitration.

XXIV. SHOP STEWARDS & LABOR POLICY

A. Five (5) employees shall be named as Shop Stewards. These stewards shall be recognized by the Employer as the employee representatives. The Union shall use its best efforts to ensure that there is a Shop Steward for each of the major work locations at the University and will endeavor to ensure that no more than one (1) Shop Steward is named from a single department. One of the Shop Stewards shall be elected a Chief Shop Steward, and shall have reasonable access to all buildings for purposes of assisting or substituting for other stewards in the administration of this Agreement. The authority of the Shop Stewards shall be limited to the receipt and processing of grievances. Shop Stewards have no authority to take strike action or any other action interrupting the Employer's business. If a Shop Steward is absent or unavailable to transact legitimate Union business relating to his/her location, one of the other four (4) Stewards may substitute.

B. All notices shall be sent to each of the Shop Stewards. (All payroll authorizations, however, need only to be sent to the Steward of record for a particular building.)

C. The Shop Steward involved in a particular dispute shall have the right to reach a final and binding settlement of any dispute with the Employer. So No Shop Steward or Shop Stewards shall have a right to waive or modify any of the provisions of this Agreement except in the case of settlement of a dispute.

D. A Shop Steward shall be permitted such reasonable time as is required to attend to Union matters. The Shop Stewards will endeavor to minimize such time to the full extent possible under the circumstances.

E. During the term of this Agreement, there shall be no strikes and no lockouts, except as provided in Article XVII, Section G.

F. If a Steward or employee calls an unauthorized strike, the Employer may take such disciplinary action as the Employer deems necessary both as to the Steward or employee who calls the strike and as to any employee who participates in the strike; the Union will endeavor to have the employees return to work.

G. The Employer agrees that it will not hold the Union liable for damages arising out of any such strike provided the Union makes every reasonable effort to direct the employees to return to work.

H. (1) The Employer, the Union and the Shop Stewards will endeavor to hold monthly informal meetings to discuss the implementation of this Agreement of any appropriate matters relating thereto. (These meetings may be suspended monthly by mutual agreement or replaced by Step Three (III) Grievance meetings.)

(2) There shall be a Labor Management Committee, the permanent members of which shall be the Director of Human Resources, or designee, the Shop Stewards, and the President of the Union or designee. The Labor Management Committee shall meet monthly and shall invite such additional participants as are needed to deal with specific issues to be raised at a given meeting or meetings and may establish such standing or ad hoc subcommittees as it deems appropriate.

I. A Shop Steward shall be released with pay for a reasonable amount of time to attend to Union activities outside of the workplace.

J. The Employer agrees to allow the Union and the Union Shop Stewards to use its facilities and/or equipment to communicate to the Union.

K. Employees will be allowed up to 1 hour off with pay to attend regular Union general membership meetings three (3) times per year. The Union and the Employer shall cooperate to ensure that departments maintain appropriate staffing levels during any such meeting through a system of rotating or alternating attendance.

L. The use of information technology by Employees shall be governed by applicable University Policies.

XXV. GRIEVANCE MACHINERY

It is recognized that a prompt and efficient method of setting grievances is an indispensable feature of sound personnel practices. When an employee or group of employees feel that he/she has been unfairly treated or that this Agreement has been violated, within fifteen (15) working days of occurrence or discovery the following shall be followed:

A. STEP ONE (I): All grievances, except grievances initiated at Steps Two (II) or Three (III), shall first be presented to the employee's immediate supervisor by the employee in the presence of a Shop Steward. The supervisor may request the grievance in writing before responding in kind. The answer of the supervisor shall be given within five (5) working days of the presentation of the grievance.

B. STEP TWO (II): If the matter is not settled in the first step of the procedure, a written grievance specifying the grievance and the relief requested shall be submitted in writing (signed by the Shop Steward) to the Department Head within five (5) working days of completion of STEP ONE (1). The Employer shall respond in writing within five (5) working days.

C. STEP THREE (III): If the matter is not settled in the second step, there shall be a grievance meeting of the Union Representative, the Grievant(s), the Chief Shop Steward, the Shop Steward involved in other than the Chief Steward, with the Vice President of Human Resources, or designee, within ten (10) working days.

D. STEP FOUR (IV): If no agreement is reached in Step Three (III) above, the matter may be submitted to arbitration under the terms of the Agreement, within fifteen (15) working days.

E. If either party does not take the next appropriate step, the grievance shall be deemed settled in favor of the other party; said settlement shall be without precedent, having not been disposed of on its merits.

F. Grievances involving discharge or affecting a substantial number of employees or class of employees may be presented directly at Step Three (III) upon written request by the Union. This provision will not be abused by the Union.

G. No reprisals shall be taken against any employee for filing a grievance.

H. No grievance proceeding under the terms of this Agreement shall be handled by an individual employee and the Employer without both notice to the Union and an opportunity for a representative of the Union to be present at the adjustment of the grievance.

I. Time limits described herein may be extended by mutual agreement. Time limits are deemed to be exclusive of Saturdays, Sundays, and holidays.

XXVI. ARBITRATION

A. A grievance which has not been resolved under the grievance machinery provided for herein may, within fifteen (15) working days after the completion of Step Three (III), be referred to arbitration by either party to an arbitrator selected by agreement between the Union or its Counsel and the University's Office of General Counsel. Failing agreement within fifteen (15) days from receipt by the University's Office of General Counsel, the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association, whose voluntary labor rules shall govern the arbitration except as otherwise provided herein.

B. The costs of the arbitration, except as otherwise provided herein, shall be borne equally by the parties. The Employer agrees to compensate the grievant(s), a Shop Steward and no more than three (3) employee witnesses as required for time spent at the arbitration at their regular rate of pay.

C. Any arbitration held pursuant to these provisions shall be held on the University campus, unless another location is mutually agreed to by the Employer and the Union.

D. The award of the arbitrator hereunder shall be final and binding upon the parties.

E. The arbitrator shall have no power to add to, subtract from, change, or in any way alter, amend or modify the terms of this Agreement.

E. The provisions of Article XXIV, Section E, shall not apply in the event that either the Employer or the Union within a reasonable period of time refuse to abide by an arbitration award issued pursuant to the provisions of this Article.

XXVII. NO DISCRIMINATION

The Employer will not discharge, suspend, layoff or discipline any employee for Union activities, and there shall be no discrimination, interference or coercion by the Employer or any agents of the Employer against any employee because of membership in the Union, or because of race, color, religion, country of origin, citizenship status, sex, age (except as provided for herein), handicap, veteran status, marital status, sexual orientation or by virtue of political beliefs. The Union agrees it will not discriminate against employees or against the Employer because of race, color, religion, country of origin, citizenship status, sex, age, handicap, veteran status, marital status, sexual orientation or by virtue of political beliefs or attitude toward the Union.

XXVIII. D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis and for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

The Employer shall transmit to National DRIVE Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck and transmit to:

National D.R.I.V.E.
P.O. Box 758637
Baltimore, MD 21275

The Employer shall honor duly executed authorizations for the check-off of employee contributions to the Union's political action committee D.R.I.V.E.

XXIX. SEXUAL HARASSMENT POLICY AND PROCEDURES

The Employer has established a sexual harassment policy, which is included herein as if expressly written, and procedures for all employees, faculty and students in all divisions of the University for responding to claims of sexual harassment. There are different procedures to be followed depending upon the status of the employee bringing a claim of having been sexually harassed and the status of the individual who allegedly engaged in the harassment. If a claim is brought by an employee of having been harassed while in the status of a Union employee, it will be handled through the established grievance machinery unless the alleged harasser is a student, in which case the employee must follow the University-wide sexual harassment procedure. If the claim is brought by an employee for harassment while in the status of a student or faculty member, the University-wide sexual harassment procedures will be followed. The employee cannot utilize both procedures simultaneously.

XXX. CATASTROPHIC ILLNESS

In case of catastrophic illness of an employee or in the employee's family or other extreme emergencies necessitating the employee taking time off and the employee uses up all his/her accumulated paid time off, fellow employees may voluntarily give parts of their vacation time, birthday holiday, or floating holidays to the affected employee. Confidentiality shall be respected in the application of this program. The Employees and the Union will agree on procedures to implement this provision.

XXXI. HOLD HARMLESS

To the best knowledge and belief of the parties, this Agreement contains no provision which is contrary to Federal or State law or regulation. However, should any provisions of this Agreement at any time during the period provided for in said Agreement be in conflict with Federal, State or City law or regulations, the parties agree to negotiate with respect to such provisions, and said provision shall continue in effect for the time being only to the extent permitted under such Federal, State or City law or regulations. In the event that any provision of this Agreement is thus held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect. In the event of such occurrence, the parties agree to meet immediately and, if possible, to negotiate further provisions for such part or portions rendered and declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate such further provisions as herein above provided, the matter shall be referred to arbitration pursuant to the terms of this Agreement.

XXXII. SEPARABILITY

It is understood and agreed that if any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

XXXIII. TERMINATION AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2015 to June 30, 2020, and shall be renewed automatically from year to year unless notice of desire to renegotiate this Agreement is given by either party not later than April 30th of any year. During such negotiations, whether before or subsequent to said expiration date, this Agreement shall be deemed automatically extended and shall not be terminated by either side except by fourteen (14) days' notice of such termination given to the other side in writing and sent by Certified Mail Return Receipt Requested, subsequent to the expiration date. However, any part of this Agreement may be renegotiated during the yearly period by mutual agreement of the Union and the Employer. If negotiations are agreed upon, the date of the first meeting shall be set within (2) weeks of request.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives this _____ day of September 2016.

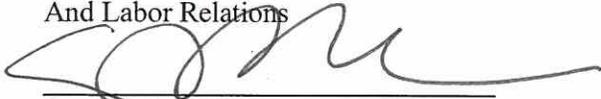
Signed by:



Carol Cantrell
Vice President for Human Resources
And Labor Relations



Keila Tennent-DeCoteau
Associate General Counsel



Stephanie Basta
Senior Director of Labor Relations

Annie Wong
Associate Director of Labor Relations

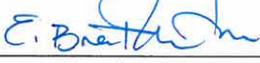
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 1205



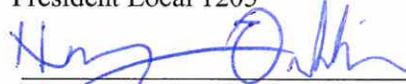
Nelson Nuñez
Recording Secretary local 1205



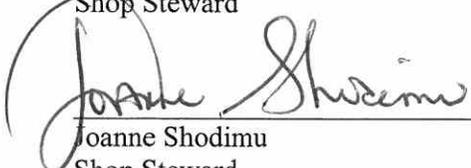
Dan Decrotie
President Local 1205



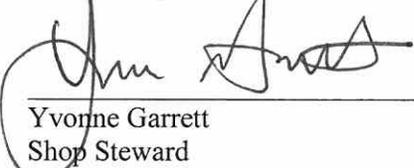
Emerson Brathwaite
Shop Steward



Henry Drobbin
Chief Shop Steward



Joanne Shodimu
Shop Steward



Yvonne Garrett
Shop Steward



Christine Jackman
Shop Steward

SCHEDULE A

In agreeing to a revised Schedule A and B which reflects job classifications, grades and major duties, the parties do not intend to reduce the wages of current employees, to change their duties in the offices where they are currently employed, or use it to reduce the work force.

Weekly Salary Minima for Union Members July 1, 2015 to June 30, 2020

| Classifications | 7/1/2015 | 7/1/2016 | 7/1/2017 | 7/1/2018 | 7/1/2019 |
|---------------------------|------------|------------|------------|------------|------------|
| Telephone Operator | \$616.77 | \$630.64 | \$647.99 | \$665.81 | \$682.45 |
| Mail/Duplicating Clerk I | \$616.77 | \$630.64 | \$647.99 | \$665.81 | \$682.45 |
| Mail/Duplicating Clerk II | \$635.84 | \$650.14 | \$668.02 | \$686.39 | \$703.55 |
| Senior Mail/Dup Clerk | \$814.61 | \$832.94 | \$855.85 | \$879.38 | \$901.37 |
| Office Assistant I | \$635.84 | \$650.14 | \$668.02 | \$686.39 | \$703.55 |
| Office Assistant II | \$721.65 | \$737.89 | \$758.18 | \$779.03 | \$798.51 |
| Office Assistant III | \$762.18 | \$779.33 | \$800.76 | \$822.78 | \$843.35 |
| Senior Office Assistant | \$828.30 | \$846.94 | \$870.23 | \$894.16 | \$916.51 |
| Accounting Clerk I | \$635.84 | \$650.14 | \$668.02 | \$686.39 | \$703.55 |
| Accounting Clerk II | \$721.65 | \$737.89 | \$758.18 | \$779.03 | \$798.51 |
| Accounting Clerk III | \$801.50 | \$819.54 | \$842.07 | \$865.23 | \$886.86 |
| Senior Accounting Clerk | \$897.71 | \$917.90 | \$943.15 | \$969.08 | \$993.31 |
| Secretarial Assistant | \$635.84 | \$650.14 | \$668.02 | \$686.39 | \$703.55 |
| Secretary | \$721.65 | \$737.89 | \$758.18 | \$779.03 | \$798.51 |
| Senior Secretary | \$781.24 | \$798.82 | \$820.78 | \$843.36 | \$864.44 |
| Executive Secretary | \$882.84 | \$902.70 | \$927.53 | \$953.03 | \$976.86 |
| Library Clerk | \$635.84 | \$650.14 | \$668.02 | \$686.39 | \$703.55 |
| Senior Library Clerk | \$728.81 | \$745.20 | \$765.70 | \$786.75 | \$806.42 |
| Assistant to Librarian | \$775.29 | \$792.73 | \$814.53 | \$836.93 | \$857.86 |
| Librarian | \$1,078.24 | \$1,102.50 | \$1,132.82 | \$1,163.97 | \$1,193.07 |

All positions shall be graded. Effective July 1, 2016, all new employees are hired at Grade 1. Upon an employee's 3rd Anniversary, the employee shall automatically advance to Grade 2 and will receive an additional \$ 10.00 per week to the Grade 1 rate or minimum. Upon an employee's 6th Anniversary, the employee shall automatically advance to Grade 3 and shall receive an additional \$ 20.00 per week to the Grade 2 rate or minimum. Upon an employee's 9th Anniversary, the employee shall automatically advance to Grade 4 and shall receive an additional \$ 30.00 per week to the Grade 3 rate or minimum. Upon an employee's 12th Anniversary, the employee shall automatically advance to Grade 5 and shall receive an additional \$ 50.00 per week to the Grade 4 rate or minimum.

SCHEDULE B

JOB CLASSIFICATION DESCRIPTIONS

TELEPHONE OPERATOR

Duties include operating a multiple position switchboard to establish local and long distance telephone connections and keeping associated records, answering general inquiries from the public about all University operations, and directing other inquiries to proper sources of information; acts as coordinator for information center and telephone repair needs. Instructs and trains new or temporary employees on the switchboard. May be assigned part-time clerical work in the Mail/Duplicating Department.

MAIL DUPLICATING CLERK I

Performs routine duplicating, collating, mailing, supply logging, filing and inventory tasks under supervision. Sorts incoming mail for distribution and dispatches outgoing mail; distributes and collects interbuilding and interdepartmental mail; weighs and stamps outgoing mail using postage meters; records registered and insured mail; delivers office supplies and makes short trips to the Post Office and/or suppliers. Answers duplicating, mail and supply inquiries. May instruct and train new or temporary employees; may fill in for Telephone Operators as needed.

MAIL DUPLICATING CLERK II

Same duties as Mail/Duplicating Clerk I; in addition, is able to assume full responsibility for completion of all tasks with minimal supervision; must be familiar with postal regulations, duplicating equipment and processes, and mail/duplicating procedures; must have thorough knowledge of University to answer inquiries and make routine decisions. May be responsible to ink mixing and plate making for color duplicating. May have record-keeping duties including maintenance of budget expenditures. Acts in absence of Senior Mail/Duplicating Clerk. Some typing and personal computer familiarity needed.

SENIOR MAIL/DUPLICATING CLERK

Responsible for organization, quality control and supervision of mailing department or duplicating and collating functions. Through knowledge of machines, equipment and postal regulations. Responsible for catalog mailings, interoffice mail, outside mail and for insuring the most economical and satisfactory reproduction of materials. Schedules operations of equipment. May be responsible for tracking lost packages and for starting and closing down mailroom equipment; may prepare various reports or procedural manuals. Works under minimal supervision and supervises others. Assumes responsibility in absence of supervisor. Has specific record-keeping responsibilities.

OFFICE ASSISTANT I

Working under general supervision and in accordance with established procedures and regulations, performs varied clerical duties, which may require the exercise of independent judgment and tact in dealing with the public. Requires thorough knowledge of catalogs, schedules, curricula and programs, or policies of a division and/or the University. May be responsible for specific projects, such as mass mailings, record-keeping, compiling data for reports, data entry, reception and/or telephone duties, receiving and distributing mail, maintaining schedules for faculty and/or administrators, and for the training, scheduling and supervision of short-term temporary employees. May provide services support for students, faculty or other staff such as processing admissions, financial aid applications, registrations, student records and transcripts, records of course offerings and schedules, posting

room schedules.

OFFICE ASSISTANT II

Same duties as Office Assistant I; in addition, has responsibility for varied clerical work of a complex nature which requires complete knowledge of established procedures and office practices. Requires initiative, interpretation, and the ability to make minor daily decisions. High degree of accuracy and concentration is required. May keep complex records and prepare periodic reports from such records. Must be familiar with personal computer and/or mainframe data entry. May schedule, train and supervise short-term temporary employees. Has the ability to work on one's own with minimal supervision and to plan and execute one's own duties.

OFFICE ASSISTANT III

Same duties as Office Assistant II; in addition, will frequently exercise independent judgment. May coordinate interoffice transactions, handle problems of a sensitive nature where proven discretion is required, and be involved in training, scheduling and reviewing the work of other staff. May make decisions of a routine or general nature, which may have economic impact on the department or University. May develop, institute or plan routine office procedures. Requires strong personal computer skills/or database maintenance.

SENIOR OFFICE ASSISTANT

Same duties as Office Assistant III; in addition, is responsible for the distribution, delegation, efficient flow and supervision of work in the office including assistance with problems and procedures, monitoring and checking work, setting work schedules and duties, and tracking attendance of permanent and temporary staff. May have authority to make minor independent budgetary decisions; responsible for ensuring data integrity of computer systems. Has thorough knowledge of University or divisional activities in any given period and provides overall supervision of University-wide or divisional administrative-type service office. Has ability to respond appropriately with little or no supervision, to problems related to areas of expertise. May have specific duties related to organizing, planning, researching and conducting special projects or functions. May be responsible for generation, analysis and calculations of reports; often functions in highly visible public position.

ACCOUNTING CLERK I

Duties include routine and uncomplicated accounting tasks involving financial transactions. Responsibilities may include preparation of bank deposits, reconciliations of account statements; cashiering responsibilities; reception and telephone duties; receiving, sorting and distributing mail; filing, special projects and data entry. Responds to general inquiries from other departments and the public. Requires regular contact with various publics. May instruct, allocate and assign/check work of temporary employees. Works under direct supervision.

ACCOUNTING CLERK II

Same duties as Accounting Clerk I; in addition, performs tasks requiring an understanding of basic bookkeeping principles. Working under general supervision, duties may include account analyses, preparation of payroll input, wage verification, preparation of monthly and quarterly bills, handling of cash receipts, thorough understanding of payroll taxes and tax exemptions, simple bank reconciliations, maintaining ledgers, tracking delinquent accounts and processing of vouchers for payments. Compiles and analyzes data and may prepare reports. Utilizes work processing and other personal computer skills required for correspondence and/or data maintenance. Must be highly accurate and be able to explain information of a specific nature to the public, staff and students who may

be unfamiliar with accounting practices. Works under pressure of deadlines.

ACCOUNTING CLERK III

Same duties as Accounting Clerk II; in addition, is responsible for accounting tasks of some complexity and supervision of other staff. Duties include bank reconciliations of a complex nature, preparation of financial reports, resolution of disputes with students, vendors and staff and problems of a technical nature which require the frequent exercise of judgment and administrative ability; coordinates specific on-going tasks, e.g.: payroll processing, refund specialization, fee-waiver handling and/or cashiering operations. May supervise and/or train other staff. Has high degree of skills and accuracy, related experience and previous training. Works under minimal supervision.

SENIOR ACCOUNTING CLERK

Same duties as Accounting Clerk III; in addition, has thorough knowledge of all departmental procedures. May be involved in the development of new procedures; trains, reviews and schedules the work of other staff. Has the ability and expertise to handle complex and varied problems, which require interpretation and discretion. Makes decisions, which have University-wide financial implications.

SECRETARIAL ASSISTANT

Duties include general typing, routine correspondence, organizational and maintenance of files, processing of incoming and outgoing mail, duplication, preparation and assembly of materials. Must have knowledge of department and University to answer routine and general inquiries. Other responsibilities may include processing normal business interdepartmental transactions, such as purchase requisitions and check disbursements, taking action as appropriate; making appointments and maintaining schedules; data entry and personal computer duties; reception. May make minor routine decision of a general nature. Is aware of and works with deadlines. Works under general supervision. Oversees work study and co-op students.

SECRETARY

Same duties as Secretarial Assistant; in addition, acts as general support for staff, faculty, students and may be only secretarial support in department. Composes, edits and proofreads letters; conserves supervisor's time by relieving him/her of details and routine administrative tasks; has knowledge of organization and ramification of actions within organization. Manages special projects or tasks as assigned; facilitates smooth functioning of office; may supervise, train and schedule other staff. Is familiar with University procedures; may assist students and troubleshoot operational and departmental problems as needed. Is able to deal with varied publics in complex matters. Works under minimal supervision and makes independent decisions assisting supervisor in daily duties. Has high degree of personal computer and office machinery skills, accuracy and speed and is able to complete advanced personal computer tasks. May take dictation.

SENIOR SECRETARY

All responsibilities of Secretary and overall responsibility for secretarial support of a full academic department or administrative department. Includes routine and discreet correspondence; schedules meetings for chairpersons, faculty, deans; issues reports; drafts narratives and prepares agendas; may create periodic newsletters or other materials. Coordinates employee schedules; coordinates, authorizes and tracks expenditures in accordance with budget; expedites details of faculty, student and administrative activities, and otherwise makes independent decisions involving academic and financial implications in order to expedite departmental activities. Requires

excellent secretarial skills including stenographic transcriptions and the ability to take minutes at meetings, extensive personal computer knowledge and ability to handle ongoing complex computer projects.

EXECUTIVE SECRETARY

Duties include those of a Secretary or Senior Secretary; in addition, is responsible for the independent management of activities of an office or program including independent correspondence, non-policy financial decisions, assignment and supervision of other staff. Has frequent contact with offices of senior administrators and University officers, which requires the ability to deal with discreet and confidential matters. Extensive coordination of complex assignments involving various internal departments and external organizations. Prepares reports and other materials to be distributed at meetings and is responsible for arranging such meetings. Has thorough knowledge of University including its programs and organization in order to assist a Dean with his/her daily duties.

LIBRARY CLERK

Duties include processing library materials into and out of circulation and reserves. This includes data entry onto computer terminals and routine data base maintenance; shelving and maintaining stacks; processing interlibrary loan requests, typing, filing, compiling data for reports and other clerical duties routinely required for the acquisition, processing and upkeep of library materials and services. Provides information, assistance and instruction to patrons. Must be familiar with library machinery and software systems, services, procedures, policies and regulations. May be responsible for determining and collecting fines. May use personal computer applications needed for work processing, spreadsheets, and database systems.

SENIOR LIBRARY CLERK

Duties include training and supervising library clerks in their respective departments, revising and reviewing their work; able to assume responsibly for all library clerical tasks with minimal supervision. Responsible for cataloguing and data integrity of library records. Must be familiar with library procedures and capable of making independent decisions about procedural problems. Creates or revises written materials; analyzes data; prepares statistical data for reports and proposals. Provides support for Librarian's Assistants and Librarians. Must have personal computer skills, technical knowledge of computerized library information systems and public service skills.

LIBRARIAN'S ASSISTANT

Previous experience required for this semi-professional position, which includes work of a near-professional nature. Required to work independently with minimum supervision; supervises clerical workers; assists Librarian in managing and maintaining respective departments; may supervise a specific department or function. Serves as liaison with internal and outside contacts. May make decisions which affect policy. May require specific areas of scholarship/educational expertise.

LIBRARIAN

Assists the Library Director in the general operation of the library. May provide reference assistance and/or orientation to patrons in use of the library or instruction in specific subject areas; compile written bibliographies or information guides to assist patrons in use of the collection. May assist in the selection of books or other materials. Responsible for explaining library policy and procedures to the public. Has direct responsibility for specific services, e.g., reserves, inter-library loan, liaison with centralized technical services. May supervise and train other staff or volunteers. Duties may also include maintenance of card catalog, shelf list and other in-house

records and files. Requires M.L.S. degree from an accredited school and knowledge of sophisticated computerized library information systems and/or computer skills.

NOTE: It is understood that each job classification and position description includes those duties and functions described in the less senior position wherever applicable.

SCHEDULE C

**BENEFITS
CONTRACT EMPLOYEES
July 1, 1979 (revised July 1, 1991)**

FOR THOSE EMPLOYED ON OR BEFORE SEPTEMBER 30, 1988:

FULL TIME - HOURS EARNED PER MONTH

| | <u>Terms of Less Than 90 Days</u> | <u>Terms of 90 Days Or More</u> | Academic Year |
|----------------|--|--|-----------------------|
| Personal Leave | 0 | 1.75 | 1.75 |
| Vacation | 0 | 11.66 | 11.66 |
| Sick Leave | 8.75 | 8.75 | 8.75 |
| Health | Full | Full | Full |
| Tuition | 0 | If 8 months +, 1 course Per semester | 1 course per semester |

PART TIME – HOURS EARNED PER MONTH

| | 15-19 | 20-24 | 25-30 | 31+ | 15-19 | 20-24 | 25-30 | 31+ | 15-19 | 20-24 | 25-30 | 31+ |
|----------------|--------------|--------------|--------------|------------|---|--------------|--------------|------------|-----------------------|--------------|--------------|------------|
| Personal Leave | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vacation | 0 | 7.33 | 9.25 | 11.66 | 5.66 | 7.33 | 9.25 | 11.66 | 5.66 | 7.33 | 9.25 | 11.66 |
| Sick Leave | 4 | 5.25 | 6.5 | 8.75 | 4 | 5.25 | 6.5 | 8.75 | 4 | 5.25 | 6.5 | 8.75 |
| Health | FULL | | | | FULL | | | | FULL | | | |
| Tuition | 0 | 0 | 0 | 0 | If 8 months +, 1 course per Semester | | | | 1 course per semester | | | |

Holidays which fall during the contract period shall be prorated and paid as provided in this Agreement. For the purpose of this Schedule, days shall be counted as calendar days. The term Academic Year refers to the entire Fall and Spring Semesters.

Terminal vacation pay and vacation scheduling for Contract employees shall be in accordance with the provisions of this Agreement. Contract employees employed for periods of less than six (6) months normally shall be paid accrued vacation at the end of the contract period.

Employees whose contracts are extended past the original ending date shall receive any increase in benefits consistent with their entire period of prorated employment.

Contract employees who enjoy an on-going relationship with the Employer and whose date of continuous employment embraces the specifications set forth in this Agreement shall receive a prorated cost of living adjustment provided other conditions specified herein are satisfied.

FOR THOSE EMPLOYED AFTER OCTOBER 1, 1988;

| Hours per week | 15-19 | 20-24 | 25-30 | 31+ |
|----------------------------|--------------|--------------|--------------|------------|
| Terms of less than 90 days | - | 5.5 | 6.9 | 8.75 |
| Terms of 91 days or more | 4.25 | 5.5 | 6.9 | 8.75 |
| Academic Year | 4.25 | 5.5 | 6.9 | 8.75 |

Contract employees hired after October 1, 1988 shall receive personal leave, tuition and health insurance as above and earn 8.75 hours of vacation per month prorated as appropriate according to the following schedule:

FOR THOSE EMPLOYED AFTER JANUARY 1, 1992

Contract employees hired after January 1, 1992 shall receive personal leave, vacation, tuition and health insurance as above and earn sick leave benefits per month prorated as appropriate according to the following schedule:

| Hours per week | 15-19 | 20-24 | 25-30 | 31+ |
|------------------------------------|--------------|--------------|--------------|------------|
| 1 st year of employment | 2.65 | 3.50 | 4.30 | 5.83 |
| 2 nd year of employment | 2.95 | 3.85 | 4.75 | 6.42 |
| 3 rd year of employment | 3.20 | 4.20 | 5.20 | 7.00 |
| 4 th year of employment | 3.50 | 4.50 | 5.60 | 7.58 |

Effective January 1, 1993, all contract employees hired before January 1, 1992 will accrue sick leave per month prorated as follows:

| Hours per week | 15-19 | 20-24 | 25-30 | 31+ |
|-----------------------|--------------|--------------|--------------|------------|
| | 3.50 | 4.50 | 5.60 | 7.58 |

SCHEDULE D

NEW SCHOOL UNIVERSITY

BENEFITS

PERMANENT PART-TIME EMPLOYEES

July 1, 1979 (revised July 1, 1991)

The provisions of Article VI, Paragraph C relating to the proration of benefits for permanent part-time employees shall be interrupted according to this Schedule.

The following table shall be used to determine the benefit entitlements of permanent part-time employees on staff as of September 30, 1988:

| Hours per week | 15-19 | 20-24 | 25-30 | 31+ |
|-----------------------|--------------|--------------|--------------|------------|
| Personal Leave | 12 | 15 | 18 | 21 |
| Vacation | 80 | 100 | 120 | 140 |
| Sick Leave | 60 | 75 | 90 | 105 |
| Floating Holiday | 16 | 20 | 24 | 28 |
| Health | FULL | FULL | FULL | FULL |
| Tuition | See Art XIII | | | |

Holidays shall be prorated and paid as provided in this Agreement.

For permanent part-time employees, the calculation and adjustment of benefits (if any), shall be made on a calendar year basis. For permanent part-time employees and variably scheduled permanent part-time employees hired on and after July 1, 1985, the proration of benefits shall be projected on the basis of hours scheduled. After six (6) months of employment, the hours worked during the prior six (6) months shall be reviewed and appropriate adjustments, if any, shall be made. Any adjustment made shall apply for the next six (6) months or to the end of the calendar year, whichever first occurs. After the end of the calendar year, employee's benefits will be adjusted annually. Prorating shall be done on the basis of the ratio of the average number of straight time hours paid per week to thirty-five (35) hours.

Permanent part-time temporary are entitled to personal leave, sick leave, health insurance benefits and tuition benefits as indicated above.

The following table shall be used to determine the vacation entitlement of permanent part-time employees.

| Hours per week | 15-19 | 20-24 | 25-30 | 31+ |
|-----------------------|--------------|--------------|--------------|------------|
| Vacation | 66 | 80 | 90 | 105 |

The following table shall be used to determine the sick leave accruals for all permanent part-time hired on or after January 1, 1992.

| Hours per week | 15-19 | 20-24 | 25-30 | 31+ |
|------------------------------------|--------------|--------------|--------------|------------|
| 1 st year of employment | 40 | 50 | 60 | 70 |
| 2 nd year of employment | 44 | 55 | 66 | 77 |
| 3 rd year of employment | 48 | 60 | 72 | 84 |
| 4 th year of employment | 52 | 65 | 78 | 91 |

Effective January 1, 1993, all permanent part-time employees and variably scheduled permanent part-time employees hired before January 1, 1992 will accrue sick leave as follows:

| Hours per week | 15-19 | 20-24 | 25-30 | 31+ |
|-----------------------|--------------|--------------|--------------|------------|
| Sick | 52 | 65 | 78 | 91 |

ADDENDUM

February 19, 1976

TUITION BENEFITS - WORKSHOP COURSES

Article XII of the Agreement between the Employer and Local 1518 dated April 14, 1975, provides for certain tuition benefits. Eligible employees are permitted to register for non-workshop courses and are limited with respect to workshop courses, all as defined by the Agreement. In order to eliminate any misunderstanding regarding workshop courses the following policy statement is being issued to each employee and supervisor as a means of clarifying the University's policy and procedures to be followed with respect to the workshop courses.

Eligible employees may continue to register for non-workshop courses obtaining a fee allowance from the Personnel Department and completing the remaining registration procedure. This registration shall commence during the same period as regular mail registration.

- I. Registration for workshop courses shall be in accordance with the following:
 - a. A workshop, for courses of this Article XII, shall be defined as any course listed in the Registration Office as having a limited enrollment. Such limit may be specified by the instructor, or may be required for educational purposes taking into consideration the nature of the course and the method of instruction, or may be required because of the limitation of the classroom. In all cases, the determination shall be made by the Dean of Adult Education.
 - b. A listing of workshop courses shall be prepared each semester by the Dean's Office and shall be maintained in the Personnel Department. A copy of that listing shall be available to each of the Shop Stewards. Those employees desiring to register for a workshop course under this provision shall notify the Personnel Department, commencing with the normal mail registration period, by requesting a fee allowance. The Personnel Department will maintain a record of such requests and will approve or disapprove such requests based upon registration availability as defined below.
 - c. During the week preceding the first week of classes the Personnel Department will review with the Dean or a designee those workshop courses requested by employees, if in the opinion of the Dean's Office such workshops will not be cancelled and space will be available, such registrations will be immediately authorized.
 - d. For those workshops requested as per b. above, the Dean's Office will notify the Human Resources Department if the applicable instructor will permit enrollment for employees in excess of the stated limit of the course. No registration will be accepted until firm approval has been received from the applicable instructor.
 - e. The Employer and the employees recognize that substantial changes occur in registration during the first week of classes. After the first period of each workshop requested (and not approved under c. and d. above) by an employee, the Human Resources Department will contact the Dean's Office to determine if empty seats are available. The Employer will make best reasonable efforts to grant as many approvals as possible.

- f. When the Human Resources Department receives notification from the Dean's Office in accordance with paragraphs c., d., or e., above, reference will be made to previously submitted employee requests for such workshop courses. If more employees have requested individual courses than available seats, selection will be made on the basis of seniority. When notification of available space is established, the Human Resources Department will authorize the applicable fee allowance and the employee shall complete the registration procedure.
 - g. If for any reason the limits for a workshop are removed or reduced, the Dean's Office shall notify the Human Resources Department if there is space available for employees. If there is, the Human Resources Department shall proceed as per f., above.
- II. Tuition, fees, costs and other payments shall be required as set forth in Article XII. Subject to all limitations in the Agreement, in a., b., c., d., and e. above and subject to receipt of an authorized fee allowance as per f. above, certain workshops in excess of one (1) may be taken on a tuition free basis; such workshops shall be defined as those courses which do not have a limit enrollment due to applicable classroom equipment or aids or specifications or applicable instructor.
- III. As an alternative to the above workshop registration procedure, employees may register for workshops by paying one-half (1/2) the scheduled tuition plus applicable fees and/or costs. Such registration shall be on a first come, first serve basis on an equal status with non-applicable course limits. Having elected this alternative the employee is not allowed to reverse his/her decision and register for that titled course under the procedure set forth in I. above.
- IV. This policy statement shall have no effect on any course or workshop given in cooperation with or in association with individuals or outside organizations, or as to all other provisions of Article XII. In the event of a marked change in the situation making this policy statement necessary, this policy statement shall be subject to review by each party at the request of either.

Memo



O'Sullivan

ASSOCIATES, INC.

To: Carol Cantrell, Timothy Lynch
From: Craig Voelker
Date: January 12, 2016
Re: *Local 840 I.B.T. Pension Plan -- Pension Language for MOA*

As requested, below please find the amounts and dates for the new MOA. Based upon the e-mails you sent, it is our understanding that it is a five-year contract, similar to the last MOA, and will incorporate a 2% benefit accrual for the entire term.

Effective January 1, 2016, the parties accept the 2010 Update to Rehabilitation Plan of the Local 840 IBT Pension Fund increasing contributions by eleven percent each year from 2016 through 2020. Accordingly, effective January 1, 2016, the Employer will contribute a percentage of earnings as per columns C and F below. Columns A and D provide the percentage of earnings that are eligible for benefits under the Local 840 IBT Pension Fund.

| | Employed up to five years | | | Employed five years or more | | |
|------|---------------------------|------------|--------------|-----------------------------|------------|--------------|
| | (A) On | (B) Off | (C) Total | (D) On | (E) Off | (F) Total |
| Year | accrual | accrual | Total | accrual | accrual | Total |
| 2016 | 7.9% | 2.4% | 10.3% | 15.9% | 4.5% | 20.4% |
| 2017 | 8.5 | 2.9 | 11.4 | 17.2 | 5.4 | 22.6 |
| 2018 | 9.2 | 3.5 | 12.7 | 18.6 | 6.5 | 25.1 |
| 2019 | 9.9 | 4.2 | 14.1 | 20.1 | 7.8 | 27.9 |
| 2020 | 10.7% | 5.0% | 15.7% | 21.7% | 9.3% | 31.0% |

Note:

As indicated above, these increases are based upon the 2010 Rehabilitation Plan (RP) update. Effective with the 1/1/2014 Zone Certification, the Trustees elected to consider the RP a "reasonable measures" RP, intended to eventually become 100% funded without having to meet the PPA benchmark. Based upon the provisions of the new MOA and the poor market returns experienced by funds in 2015, the RP will continue to fail to meet the benchmark and be a reasonable measures plan that will eventually reach 100% funding.

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