

COLLECTIVE BARGAINING AGREEMENT

between

SEIU Local 32BJ

and

The New School

(Security Officer Division)

July 1, 2018 – June 30, 2022

AGREEMENT made and entered into this 11th day of July, 2018 by and between THE NEW SCHOOL located at 66 West 12th Street, New York, New York 10011 (hereinafter called the "Employer") and LOCAL 32BJ, SEIU (hereinafter referred to as the "Union"), acting on behalf of the Employees (as hereinafter defined), now employed and hereinafter to be employed by the Employer.

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the parties and to avoid interruptions and interferences with services to the Employer, its faculty, students and visitors and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants contained, the parties hereto agree to as follows:

ARTICLE 1

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all persons employed in the bargaining unit classifications pursuant to the National Labor Relations Board Certification in case 2-RC-222221, as amended by the Recognition Agreement and Disclaimer dated June 28, 2006.

2. In the event the Employer assumes responsibility for providing security at any additional locations within the City of New York, the Employer will recognize the Union as the sole and exclusive bargaining representative for security officers at that location.

ARTICLE 2

PROBATIONARY EMPLOYEES

1. Newly hired Employees shall be considered probationary for a period of six (6) months from the date of employment, excluding the time lost for sickness and other leaves of absence.
2. At any time during or at the end of the probationary period the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE 3

TEMPORARY EMPLOYEES

1. A Temporary Employee is one who is hired: (a) for a special project for a period of up to three (3) months and is so informed at the time of hire; or (b) to replace an Employee on leave or vacation. The said three (3) month period may be extended by the Employer for the length of the leave of the Employee being replaced. If the time for the special project is extended beyond thirty (30) days, Article VI shall apply.
2. After completing five (5) months, temporary Employees will begin to accrue sick leave beginning with the first day of the sixth (6th) month of employment. If, however,

temporary Employees are retained beyond six (6) months of continuous employment, the accrual of vacation and sick leave will be from the first (1st) day of employment.

3. The discharge of Temporary Employees shall not be subject to the grievance and arbitration procedures of this Agreement and Temporary Employees will not have any rights or be eligible for any benefits except as specified in this article.
4. In addition to the foregoing, Employer shall have the right to hire: (a) such additional security personnel who possess special skills and abilities not available in the existing workforce; and (b) such additional security personnel for emergency situations; as it deems necessary to safeguard its students, staff, faculty, visitors and property. Such additional personnel shall not be governed by the collective bargaining agreement unless and until they become regular employees under the Agreement. Employer must notify Union within three (3) business days after hiring a Security Officer with special skills or in an emergency situation.

ARTICLE 4

HOURS

1. The regular work week for all full-time employees shall be forty (40) hours per week. The Employees shall receive two (2) days off in each full calendar week except in the event of overtime. The Employer will attempt to distribute work on an equitable basis for all full-time Employees.
2. The regular work day for full-time Employees covered by this Agreement shall be eight (8) hours per day, exclusive of an unpaid 1/2 hour lunch period, that is employees shall work for 8 hours per day and have 1/2 hour (unpaid) for lunch.

3. The recitation of number of hours per week and hours per day in paragraphs 1 and 2 above does not and shall not be construed as a commitment or guarantee by the Employer to any Employee of a minimum or maximum of hours worked per day or per week.
4. Employees shall be entitled to one (1) 15-minute break, with pay, which must be scheduled and approved by management.
5. In cases of disciplinary action other than in cases requiring immediate removal from the premises, an Employee who reports to work and is given a suspension shall begin serving that suspension on the next scheduled work day. Any Employee called in to work for any time not consecutive with his/her regular schedule shall be guaranteed four (4) hours work, or pay in lieu thereof, at the Employer's option.
6. Any Employee who reports for work as scheduled shall be guaranteed four (4) hours for work, or pay in lieu thereof, at the Employer's option, unless called off by the Employer at least 24 hours before the scheduled start of that Employee's shift.
7. The Employer shall have the right to monitor attendance by using time keeping systems including but not limited to time clocks, hand or card swipe or other similar technology. The Employer shall notify the Union when a new technology is installed and becomes effective.

8.

ARTICLE 5

OVERTIME

- A. Employees shall be paid one and a half times their hourly rate of pay for authorized time work in excess of 40 hours per week.

- B. Paid time off for vacation, holiday and jury duty shall be considered hours worked for purposes of determining whether the Employee has reached the 40-hour overtime threshold. Other time off, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.
- C. Voluntary Overtime List. Employer shall maintain a list of Security Officers who have volunteered for overtime and shall assign voluntary overtime from that list, starting with the most senior employee present or scheduled to work in the University on the date and continuing down the seniority list until all employees on the list, who are present or scheduled to work in the University on that date when the need arises, have been offered overtime. For the purposes of this section, refusal of an offer of overtime shall count as if the officer worked.
- D. Mandatory Overtime List. In the event that there are no Security Officers present or scheduled to work in the University on the date when the need for overtime arises who have volunteered to work, or the Voluntary Overtime List otherwise fails to produce an employee who is ready, willing and able to work a given shift, then Employer may mandate overtime starting with the least senior employee present or scheduled to work in the University on that date, and continuing up the seniority list, until all employees on the list, who are present or scheduled to work in the University, on the date when the need arises, have been assigned. The foregoing procedure shall not limit the Employer's right to assign work on a non-overtime basis or limit its discretion in making post assignments.
- E. In the event that the Employer inadvertently fails to offer overtime to the appropriate officer, the Employer shall offer replacement overtime as soon as practicable.

- F. The Employer shall provide the Union with the Mandatory Overtime list on a monthly basis.

ARTICLE 6

UNION SECURITY AND CHECK-OFF

1. The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Union will notify the Employer periodically of updated

electronic submissions. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance.

2. Each Employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of the Agreement shall, as a condition of employment, continue to pay or tender to the Union amounts equal to the periodic dues applicable to members. All other Employees shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues and initiation fees applicable to members for the period beginning on the thirty-first (31st) day following their employment, or the effective date of this Agreement, whichever is later
3. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such Employee but shall reapply to such Employee on the thirty-first (31st) day following his/her return to the bargaining unit.
4. The term “formal separation” in Section 3 above includes transfers out of the bargaining unit, removal from the payroll of the Employer, and leaves of absences of more than one (1) month duration.
5. The Employer shall furnish to the Union each month a list of the names of Security Officers hired in the preceding month, together with their dates of hire, addresses, telephone numbers and social security numbers. The Employer shall also furnish a list of the names of the Security Officers whose employment terminated or who commenced leaves of absence in the preceding month.

ARTICLE 7

NO DISCRIMINATION

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, age, disability, marital status or sexual orientation or on any other basis prohibited by law.
2. Alleged incidents of Sexual Harassment shall be handled in accordance with Employer's Sexual Harassment Policy. In the event that an Employee is disciplined under the provisions of the Employer's Sexual Harassment Policy, the Employee may file a grievance, challenging whether just cause existed for the discipline, at Step Three of the Grievance Procedure set forth in Article XXV and, if unresolved at that Step, the Union may proceed to Arbitration under Article XXVI.

ARTICLE 8

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time.
2. Where the Union representative finds it necessary to enter to premises to confer with representatives, delegates of the Union and/or Employer, he/she shall first advise the Employer's Director of Security or designee.
3. A bulletin board for Union business shall be maintained in a vicinity of the Locker/Lunch Room at 55 West 13th Street. Employer will make a good faith effort to identify bulletin board space at Mannes and the Parsons' mid-town facilities.

4. Three (3) Shop Stewards and three (3) Alternate Stewards are recognized within the bargaining unit (one each per shift). The Union shall notify Employer, in writing, of the names and shifts of the Stewards.

ARTICLE 9

SENIORITY AND ANNIVERSARY BONUS

1. Definition:

Bargaining Unit Seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer, including, for those Employees who were hired by Employer effective February 6, 2000, such period of time as Employee was employed by John Shields Detective Bureau, Inc. The Seniority List as of the date hereof is annexed as Exhibit A.

2. Accrual:

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hire.
- (b) Seniority shall accrue during a continuous authorized workers' compensation leave of absence or other approved leave of up to six (6) months.

3. Loss of Seniority - An Employee's Seniority shall be lost when he/she:

- (a) Terminates his/her employment voluntarily
- (b) Is discharged for cause
- (c) Is laid off for a period exceeding the length of nine (9) months

(d) Fails to return to work after a recall from layoff, within five (5) working days after notification by registered written notice of recall sent by the Employer to the Employee at his/her last address on file with the Employer.

4. Application

(a) Bargaining Unit Seniority shall apply to the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Bargaining Unit Seniority shall apply in layoffs, recalls, scheduling of vacations and changes in shifts only as herein provided.

5. Layoffs - In the event of a layoff, Probationary Employees shall be laid off first. Non-Probationary Employees shall be the next to be laid off on the basis of the reverse of their Bargaining Unit Seniority within the Classification. In the event of equal Seniority amongst Employees, the decision will be based on merit.

6. Recall - Whenever a vacancy occurs, Employees who are on layoff shall be recalled in accordance with their Bargaining Unit Seniority in the reverse order in which they were laid off.

7. Notwithstanding any other provision of this Agreement, the three designated Stewards shall be the last employees to be laid off and the first to be recalled (in order of their respective seniority).

8. Effective July 1, 2010, Employees who have completed 10 years of service (including credited service with the John Shields Detective Bureau, Inc.) shall receive a lump sum bonus of \$650 payable on their anniversary date.

ARTICLE 10

WAGES

1. The wage minimum increases and minimum rates for the term of this Agreement shall be as follows:

Effective Dates	New Hire	Sec. Off. Level I	Sec. Off. Level II	Sr. Sec. Officer	Campus Safety Officer
7/1/2018	\$17.45	\$18.30	\$18.95	\$19.50	\$20.75
1/1/2019	\$17.45	\$18.65	\$19.40	\$19.95	\$21.20
1/1/2020	\$17.45	\$19.00	\$19.85	\$20.40	\$21.65
1/1/2021	\$17.45	\$19.40	\$20.35	\$20.90	\$22.15
1/1/2022	\$17.45	\$19.80	\$20.85	\$21.40	\$22.65

All new hires shall receive the New Hire rate for the first 12 months of employment at which time his/her rate will adjust to the Security Officer Level I rate unless and until the Security Officer achieves requirements of Security Officer II, Senior Security Officer or Campus Safety Officer.

The base rate for employees assigned by the Employer to the 55 West 13th Street/Dispatcher Post shall be increased by an additional \$1.00 per hour for all hours worked on such Post. If the Employer creates a separate Dispatcher Post, the base rate for employees assigned to work the University Center, 63 5th Avenue, Post shall be reduced by the same \$1.00, but that differential shall continue for the employees assigned to the Dispatcher Post. Assignment to the University Center, 63 5th Avenue/Dispatcher Post shall be at the discretion of management.

2. Employees certified as Fire Safety Director will receive \$500 upon presenting certification to the Employer and then receive \$500 every December upon successful renewal of the license.

3. The criteria for the Levels shall be as follows:

- A. SECURITY OFFICER LEVEL I. Required External - NYS Certified Security Officer's License. Required Universal. Obtain a level of proficiency in report writing techniques, customer relations skills, as well as communications skills.
- B. SECURITY OFFICER LEVEL II. Required External - NYS Certified Security Officer's License. Certificate of Fitness as a "Fire Guard". Required Universal. Take and maintain First Aid/CPR/AED certification.
- C. SENIOR SECURITY OFFICER. Required External – Same Level II plus, High School Diploma or equivalent; minimum of thirty college credits or 10 college credits and 5 years of security-related work experience. Required Universal. Certificate of Fitness as a certified "Fire Drill Conductor. First Aide/CPR certification. Attendance and successful completion at a Fire Extinguisher training seminar.
- D. CAMPUS SAFETY OFFICER. Required External – Same as Senior Security Officer plus, Bachelor's Degree or one-half necessary college credits (64) towards a Bachelor's degree and 8 years of security-related work experience. Required Universal. Certificate of Fitness as a certified Fire and Life Safety Director.

E. For purposes of the college credits listed in Paragraphs C and D (Seniority Security Officer and Campus Security Officer), the Employer agrees that an employee's successful completion of the following Thomas Shortman School/32BJ Training Fund courses may be substituted for college credits at the below credit levels:

<u>Course</u>	<u>Credit Level</u>
Computer Basics – New User	3 credits
Human Relations	3 credits
Customer Service	1 credit
Security Officer – 40 Hour	3 credits
CPR/Defibrillator for Adults & Children	1 credit
Fire Safety Director	3 credits ¹
Fire Safety/Emergency Action Plan 1 & 2	3 credits ²
“Security Officer: Quick Course Series”:	
Completion of 5 Quick Courses	2 credits
Completion of 10 Quick Courses	4 credits

Additionally, any employee who has successfully completed any of the above listed Thomas Shortman/32BJ Training Fund courses prior to July 1, 2014 shall receive credit upon demonstrating their satisfactory completion.

One time per fiscal year, employees who believe that they possess the qualifications necessary to advance from Level I to Level II and/or from Level II to Senior Security Officer may submit a written request for advancement. The Employer shall conduct a full and fair review of the request. The review shall include the Employee's proficiency at the existing level, job performance and discipline record. Employee's request shall be deemed complete when the Employer has received all necessary documents to demonstrate that the Officer has satisfied the

¹ In order for an employee to obtain three (3) credits for the Fire Safety Director course, the employee must successfully obtain the license.

² In order to obtain three (3) credits for the Fire Safety/Emergency Action Plan 1 and 2, the employee must complete both courses (EAP I and EAP II) and successfully obtain the license.

prerequisites for that position. If granted, any adjustment in compensation shall be effective on the date when the Officer submitted the complete documentation. The determination of the appropriate number of Campus Safety Officers is left to the discretion of management. In the event that the request for advancement is denied, Employer shall provide written reasons.

ARTICLE 11

SHIFTS AND DIFFERENTIALS

1. Employees working on the 12 Midnight to 8:00 a.m. shift shall be paid a shift differential of ten percent (10%) of their salary. Employees working in the 4:00 p.m. to 12 Midnight shift shall be paid a shift differential of five percent (5%) of their salary for all hours between 6:00 p.m. and 12 Midnight.
2. Whenever an Employee requests a change of shift, approval of such request shall not be unreasonably denied. The Employer will post all vacancies for two weeks. If a vacancy exists and if more than one Employee applies, the Employee with the greatest Seniority qualified to do the work.
3. The Employer may assign non-security personnel, including security supervisors and maintenance employees to cover security posts for short term intervals of time.
4. The Employer may close posts when there is a shortage of staff.

ARTICLE 12

HOLIDAYS

1. Employees shall be entitled to the following nine (9) designated paid holidays within each year:
 - (a) New Year's Day
 - (b) Dr. Martin Luther King's Birthday
 - (c) Presidents' Day
 - (d) Memorial Day
 - (e) Independence Day
 - (f) Labor Day
 - (g) Thanksgiving Day
 - (h) Friday after Thanksgiving Day
 - (i) Christmas Day
2. Employees working on any of the holidays will be paid double time for work on these particular holidays.
3. Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right to require any Employee to work on any of the holidays, herein specified and the Employer shall assign the Employee to work holidays.
4. If a legal holiday falls during an Employee's vacation, he/she shall receive his/her vacation pay plus any available holiday pay he/she is entitled to under the terms of this Agreement.
5. The day on which a holiday actually occurs shall be the only day on which holiday premium is paid to those employees.
6. Holiday pay will be denied if the employee fails to work on the last scheduled day before, or the first scheduled day after, a holiday, unless satisfactory proof of illness is presented or the Employee was on an approved leave of absence (e.g., jury duty, bereavement or

FMLA).

7. Employees on an unpaid leave of absence will not be paid for holidays occurring during the leave.
8. Holiday Overtime:
 - A. Voluntary Holiday Overtime. Employer shall maintain a list of Security Officers who have volunteered for overtime and shall assign voluntary overtime from that list, starting with the most senior employee present or scheduled to work in the University on the Holiday and continuing down the seniority list until all employees on the list, who are present or scheduled to work in the University on the Holiday when the need arises, have been offered overtime. For the purposes of this section, refusal of an officer of overtime shall count as if the officer worked.
 - B. Mandatory Holiday Overtime. In the event that there are no Security Officers present or scheduled to work in the University on the Holiday when the need for overtime arises who have volunteered to work, or the Voluntary Holiday Overtime List otherwise fails to produce an employee who is ready, willing and able to work a given shift, then Employer may mandate overtime starting with the least senior employee present or scheduled to work in the University on the Holiday, and continuing up the seniority list, until all employees on the list, who are present or scheduled to work in the University, on the Holiday when the need arises, have been assigned.
 - C. The foregoing procedure shall not limit the Employer's right to assign work on a non-overtime basis or limit its discretion in making post assignments.
 - D. In the event that the Employer inadvertently fails to offer overtime to the appropriate officer, the Employer shall offer replacement overtime as soon as

practicable.

- E. The Employer shall provide the Union with the Mandatory Holiday Overtime list on a monthly basis.

ARTICLE 13

VACATION

1. To be eligible for vacation as provided in this Article, Employees must have worked six months for the Employer. Eligible Employees shall receive vacation with pay each year based upon their Bargaining Unit Seniority as follows:

(a) 6 months to 1 year continuous employment	5 days paid vacation
(b) 1 year continuous employment/anniversary	10 days paid vacation
(c) 2 years to 5 years continuous employment	12.5 days paid vacation
(d) 5 years or more continuous employment	15 days paid vacation
(e) 10 years or more continuous employment	17 days paid vacation
(f) 15 years or more continuous employment	19 days paid vacation
(g) 20 years or more continuous employment	21 days paid vacation
(h) 25 years or more continuous employment	22 days paid vacation

2. Eligible Employees shall receive his/her full annual vacation entitlement on his/her anniversary date, except that (a) no vacation or vacation pay shall accrue for that period of time when the Employee is on unpaid leave; (b) an Employee whose employment terminates before he/she has six (6) months of continuous service shall not accrue vacation or vacation pay.

3. Employees shall submit request for vacations on Employer's Annual Leave Calendar.

Where there is a conflict of choice of vacation time among Employees, Bargaining Unit Seniority as defined in Article IX above shall prevail. Vacation pay for an eligible Employee shall be at his/her straight time hourly pay.

4. The vacation eligibility year shall be the University's fiscal year from July 1 through June 30. Employees' vacations shall accrue on an annual basis based on the employee's anniversary year. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations and/or vacation pay shall be taken each year.
5. An Employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least four (4) weeks in advance. The Employer may direct that the Employee defer his/her vacation.
6. Vacation pay shall be based upon the Employee's regular straight time hourly rate of pay. Employees who average thirty (30) or more hours per week will receive their vacation benefit based on a forty (40) hour week. Employees who average less than thirty (30) hours per week will receive their vacation benefit based on a prorated basis. Weekly hours of vacation pay to which an Employee may be entitled shall be computed on the basis of the average number of hours per week actually worked during the twelve (12) calendar months immediately proceeding the Employee's vacation. In no event shall the number of hours per week for vacation exceed forty (40) hours per week.
7. An Employee on the payroll for a period of at least one year whose employment has been terminated or whose Seniority pursuant to the terms of Article IX has been lost and who has not received his/her vacation shall receive vacation pay, the amount of which is to be calculated in accordance with the last paragraph above.
8. Employees may carry over up to two (2) years' worth of vacation accrual.

9. In addition to the foregoing accruals, after completing one (1) year of employment, Employees are entitled to take five (5) Special Vacation days per fiscal year. Special Vacation days may only be taken during the intercessions, Spring Break, or during the period from June 1 through August 15. Special Vacation days cannot be cashed out and may not be accrued from one year to the next.

ARTICLE 14

SICK/PERSONAL DAYS

1. Paid sick/personal days shall be given in the following order:
 - 0-5 years.....6 days
 - 5 years or more.....8 days
2. Pay for any day of sick/personal leave shall be at the Employee's straight time hourly rate of pay.
3. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury shall notify his/her supervisor at least four (4) hours in advance of his/her assigned shift, if practicable. Under no circumstances shall sick time be paid if less than one (1) hour advance notice is given. Employer may require proof of illness hereunder. If required (2 or more days or a pattern of absence), the medical documentation must provide:
 - (a) The day and date of the doctor's visit;
 - (b) The medical diagnosis of the condition which prevented the Employee from working; and
 - (c) The date the Employee can return to work able to perform the essential

functions of the job with or without reasonable accommodations.

4. There shall be no accrual of sick/personal days during any leave of absence.
5. Employees who have perfect attendance (i.e., no sick/personal days or paid or unpaid leave other than scheduled vacation days, special vacation days or holidays) for a full fiscal quarter, shall receive an attendance bonus of \$500. The first quarter shall commence on July 1, 2010.

ARTICLE 15

PAID LEAVE

Employees after their first six (6) months of employment shall be entitled to paid leave as follows:

1. An Employee shall be paid his/her regular pay for three (3) working days' absence in the event of the death of his/her legal parents, spouse, child, sibling, or grandparents. Such three (3) days must be taken consecutively within a reasonable time of the death or the funeral and may not be postponed.
2. An Employee shall be paid at his/her regular pay for one (1) working day's absence upon the birth or adoption of his/her child.
3. Jury Duty
 - (a) 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 a maximum of ten (10) days.
 - (b) Employees shall notify an Employer within twenty-four (24) hours after they receive a jury duty notice.
 - (c) In the event an Employee is released from jury service and is able to report so that he

or she has approximately 4 hours remaining on the shift, such Employee shall be required to promptly return to work. In the event that an employee is released from jury service after such time, such Employee shall not be required to return to work for the balance of that day.

(d) With respect to probationary employees, the Employer shall pay only for such jury services as is required by law.

(e) Employees must endorse to the Employer any statutory jury duty pay received during any portion of the 10 days paid by the Employer.

ARTICLE 16

UNPAID LEAVE

1. Military Leave - leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.
2. Other Leave - leaves of absence not exceeding one (1) month will not be unreasonably denied by the Employer. The Employer at its sole discretion may extend the unpaid leave up to a maximum of two (2) months.
3. While on unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided in Article IX, Section 2. An Employee who returns to work from a voluntary leave of absence will be reinstated to the first available position in accordance with his/her Seniority.
4. Employees who have been employed for at least one year, and who worked at least 1250 hours in the year preceding, shall be entitled to up to 12 weeks of unpaid leave which

qualifies under the Family and Medical Leave Act ("FMLA"). Leave under the FMLA shall run concurrently with comparable leave under this agreement (e.g., workers compensation, illness or personal).

ARTICLE 17

HIRING AND COMPLIANCE WITH NYS SECURITY GUARD ACT

1. All Employees shall maintain their employability by complying with the requirements of the New York State (NYS) Security Guard Act and any amendments.
2. Employer shall notify Union of vacancies in the bargaining unit and consider such applicants as referred by the Union but shall have no obligation to hire any such applicants.
3. All applicants are subject to a criminal background check and successful completion of a pre-employment drug screening. Once hired, Employees are subject to successful completion of additional drug and alcohol screenings upon reasonable suspicion.
4. Employer shall pay for the bi-annual New York State Security Guard Act re-certification.
5. Annually, the Employer shall provide the Union with a list showing the known expiration dates of Employees New York Security Guard Licenses. Employer shall provide written notice to each Employee with a copy to the Union at least thirty (30) days prior to the expiration date of such Employee's license. If the Employee fails to submit proof of a renewed license within that thirty (30) day period, or if notice is delayed, within thirty (30) days of notice, the Employee's employment shall be terminated without recourse to the grievance and arbitration procedure.

ARTICLE 18

HEALTH, PENSION, 403(B), TRAINING, LEGAL PLANS

1. **Health.** The Employer shall contribute to the Building Service 32BJ Health Fund (the “Health Fund”).
 - a. Effective July 1, 2018 the contribution rate shall be \$1,541.20 per month per employee.
 - b. Effective January 1, 2019, the contribution rate shall be \$1,649.23 per month per employee.
 - c. Effective January 1, 2020, the contribution rate shall be \$1,708.00 per month per employee.
 - d. Effective January 1, 2021, the contribution rate shall be \$1,770.00 per month per employee.
 - e. Effective January 1, 2022, the contribution rate provided in the successor Agreement to the 2016 32BJ/RAB Commercial Building Agreement not to exceed 108% of the January 1, 2022 rate.
 - f. If the contribution rates required to maintain health fund benefits are greater than required in this Agreement, the cost must be reduced dollar for dollar from other wages and benefits.
 - g. Effective January 1, 2012 the plan of benefits shall be the Metropolitan Plan of Benefits.
 - h. If any future applicable legislation is enacted, there shall be no duplication or accumulation of coverage and the parties will negotiate such changes as may be required by law.

- i. If legislation is passed that mandates that health insurance be offered to members in a way that is different from what this Article contemplates such as requiring that the costs that the University is required to bear exceeds what is outlined herein, the University may require that the parties renegotiate the terms of the Article.

2. Pension.

- a. Effective July 1, 2018, the Employer shall contribute to the Building Service 32BJ Pension Fund (the "Pension Fund") an amount of \$110.75 per week per employee.
- b. Effective January 1, 2019, the amount shall be \$114.75 per week per employee.
- c. Effective January 1, 2020, the amount shall be \$118.75 per week per employee
- d. Effective January 1, 2021, the amount shall be \$122.75 per week per employee
- e. Effective January 1, 2022, the amount shall be \$126.75 per week per employee
- f. If the contribution rates required to maintain pension fund benefits are greater than required in this Agreement, the cost must be reduced dollar for dollar from other wages and benefits.
- g. Such payments shall be used by the Trustees of the Fund for the purpose of providing Pension or Retirement benefits for the Employees as the Trustees of the Fund may from time to time determine.
- h. There shall be no Employer contributions to the Pension Fund on behalf of any newly hired employee during the first year of employment. Employer contributions for new hires shall be required commencing on the first day of the month following the employee's completion of twelve (12) calendar months of

employment with the Employer, less the number of calendar months (counting portions of a month in excess of fifteen (15) days as a full month) worked in the Building Service Industry during the preceding two (2) years.

3. The above Health and Pension Fund payments shall be used by the Trustees of the Funds for the purpose of providing health and pension benefits for the Employees and their dependents as the Trustees of the Fund may from time to time determine. The Funds shall assume all obligations to provide benefits to employees.

4. 403(B) Defined Contribution

- a. Effective July 1, 2003, Employees may elect to participate in the Employee's existing 403(B) Plan. Unless he or she declines to be enrolled, newly hired employees shall be automatically enrolled into a Tax Deferred Annuity Plan in his or her first month of employment following 30 days of employment. Contributions will be set at 3% of wages into a TIAA/CREF lifecycle fund based on date of birth.

5. Training Fund. The Employer shall continue to contribute to the Thomas Shortman Fund ("Shortman Fund") in the amount of \$312 per Employee, per year for the life of the Agreement.

6. Legal Fund. The Employer shall contribute \$199.56 per employee per year for the life of the Agreement.

7. Provisions Applicable to All Funds.

a. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article other than the obligation to make the above-described contributions. Rather, the Fund shall assume all obligations to provide benefits to the Employees and their dependents.

b. Employer's obligation to contribute shall continue during any period of paid sick leave/personal days under Article XIV, paid vacation Article XIII, any paid leave under Article XV, and FMLA leave under Article XVI, paragraph 4.

c. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.

d. Effective July 1, 2014, newly hired employees shall have a ninety (90) day waiting period before becoming eligible to be a participant in the Health Fund, and no Employer contributions shall be made on behalf of a newly hired employee prior to the expiration of the ninety (90) day period.

e. For Legal and Training Funds, there shall be no contributions to or coverage for employees with less than three (3) months of continuous service.

f. Effective July 1, 2010, there shall be no contributions to the Pension Fund for

employees with less than one year of continuous service except as noted above in Section 2(h).

ARTICLE 19

UNIFORMS

1. The Employer shall provide the uniforms which shall include outer garments, winter pants and jackets which it requires the Employees to wear.
2. The Employer shall provide each Employee with one pair of approved shoes per fiscal year.
3. The Employer shall provide each Employee with a \$50 annual uniform cleaning/maintenance stipend.

ARTICLE 20

MANAGEMENT'S RIGHTS

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations and any changes in the working force; to hire and layoff Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.
2. The Union, on behalf of the Employee, agrees to cooperate with the Employer to attain and maintain full efficiency. The Employer agrees to receive and consider, but has the

legal right to reject constructive suggestions submitted by the Union towards these objectives.

ARTICLE 21

RESIGNATION

1. An Employee who resigns shall attempt to give the Employer advanced notice of two (2) weeks.
2. An Employee who gives notices of resignation, as provided above or whose employment is terminated, shall be entitled to receive payment on the next payday for unused vacation time accrued as of the effective date of the resignation or termination.

ARTICLE 22

DISCHARGE AND DISCIPLINE

1. The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.
2. The Employer will notify the Union in writing of any discharge or suspension within three (3) business days from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within ten (10) business days from the date of receipt of notice of discharge or suspension. In such event, the disputes shall be submitted and determined under the grievance and arbitration procedure set forth below in this Agreement.

ARTICLE 23

NO STRIKE OR LOCKOUT

1. No Employee shall engage in any strike, sympathy strike, sit-down, sit-in, slow-down, delay, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, whether in protest of matters or actions covered by this Agreement, or matters or actions not referable thereto and not within the normal bargaining relationship between the parties.
2. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sympathy strike, sit-down, sit-in, slow-down, delay, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action, whether in protest of matters or actions not referable thereto and not within the normal bargaining relationship between the parties. The Union further agrees to follow the normal arbitration clause limited to the arbitration of grievances involving contract interpretation.
3. The Employer agrees that it will not lockout Employees during the terms of this Agreement.

ARTICLE 24

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties of this Agreement on the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

- a. Step 1: Within thirty (30) business days of the event giving rise to the grievance (except as provided in Article XXII) an Employee having a grievance and/or his/her Union Delegate or other representative shall submit it in writing to a Security Supervisor and signed by the grievant and/or his/her Union representative. The Security Supervisor shall give his answer to the Employee and/or his/her Union Delegate or other representative within five (5) business days after the presentation of the grievance in the Step 1 meeting.
 - b. Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) business days after the answer in Step 1, be presented to the Director of Security who shall render a decision in writing five (5) business days after the presentation of the grievance in this step.
 - c. Step 3: If the grievance is not settled at Step 3, the grievance may, within five (5) days after the Answer in Step 2, be presented to the Chief Human Resources Officer, or designee, who shall issue a written decision within five (5) business days.
2. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limits specified in Article XXII, Section 2. Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 2 by notice in writing addressed to the Union at its offices.
3. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays

and Holidays.

4. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of the Agreement.
5. A grievance not resolved at Step 3 may be submitted to arbitration in accordance with Article XXVI.
6. Employees will be provided a copy of any written discipline.

ARTICLE 25

ARBITRATION

1. A grievance, as defined in Article XXIV, which has not been resolved thereunder may, within thirty (30) business days after completion of Step 3 of the Grievance Procedure, be referred to an arbitrator selected by the parties. The parties have agreed to use the following panel of arbitrators who shall hear cases on a rotating basis:

Richard Adelman
Ralph Berger
Susan MacKenzie
Jay Nadelbach
Howard Edelman

Arbitrators may be added or dropped from the panel by mutual agreement during the life of the agreement. The parties may agree to ad hoc appointments of specific cases to non-panel arbitrators.

2. The Union shall file a Demand for Arbitration with the University's Office of the General Counsel within such thirty (30) day period. Should none of the panel of arbitrators be available, the arbitrator shall be selected in accordance with the procedures of the

American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

3. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
4. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.
5. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXIV (Grievance) and he/she has no power to add to, subtract from, or modify in any way the terms of this Agreement.
6. In any arbitration concerning discipline or discharge, the Arbitrator may, but shall not be required to, consider the absence of any prior warning or the fact that the Employer, on a prior occasion, may have imposed lesser discipline for a similar or identical offense as grounds for upholding the grievance. The Arbitrator shall not be permitted to consider the absence of any prior warning or the fact that former employer, John Shields Detective Bureau Inc., on a prior occasion, may have imposed lesser discipline for a similar or identical offense as grounds for upholding the grievance.

ARTICLE 26

EFFECT OF LEGISLATION - SEPARABILITY

1. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 27

WORKPLACE ENVIRONMENT

1. The Employer pledges to observe state and federal laws guaranteeing public and employee safety. The Employer and 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 Union are committed to preventing and correcting incidents of harassment and abusive behavior involving any member of the University community. The Union and the Employer recognize the obligations of Security Officers to continue to perform their duties and responsibilities even in emotionally-charged and emergency circumstances.
2. The Employer will provide Employees with a safe and healthy work environment.

ARTICLE 28

MISCELLANEOUS

1. Effective July 1, 2003, Employees may elect to participate in the Employer's existing E-Trac Plan.
2. Training Pay. The practice of the Employer paying Employees their regular wages while they are attending their annual eight (8) hour training shall continue.
3. Labor Management Committee. Effective July 1, 2014, the parties agree to establish a "Labor Management Committee" to address workplace issues and to improve communications between employees and management. The Labor Management Committee will meet up to three (3) times per year and as needed when mutually agreed. The Union may have four (4) representatives in addition to the Union's designated stewards and Union Field and/or Grievance Representative.

ARTICLE 29

COMPLETE SETTLEMENT

This Agreement represents the complete collective bargaining agreement by the parties with respect to rates to pay, wages, hours of employment, conditions of employment, and all other subject. These contractual provisions, and only these provisions, shall prevail and control throughout the duration of the agreement; any matters or subjects not covered herein, including, but not limited to, the existence of any written, oral or other past practices or customs by management, have been satisfactorily adjusted, compromised and waived by the parties for the duration of this Agreement.

ARTICLE 30

EFFECTIVE DATES AND DURATION

1. This Agreement shall be in full force and effect starting July 1, 2018 and ending 12:00 a.m. (midnight) June 30, 2022.
2. This Agreement shall automatically renew for a period of one year with all terms and conditions as stated in the previous year, unless either party gives written notice at least 60 days prior to the expiration of its intent to terminate the Agreement and negotiate modifications therein.

SEIU Local 32BJ

By: 

Dated: 8/1/18

THE NEW SCHOOL

By: 

Dated: 8/1/18