

COLLECTIVE BARGAINING AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 1205

and

THE NEW SCHOOL

January 1, 2018 to December 31, 2021

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I. UNION RECOGNITION

A. The Employer hereby recognize the Union as the sole and exclusive collective bargaining agent for the unit certified by the National Labor Relations Board in Case O2-RC-186245. Included: All full-time and regular part-time Audio-Visual Technicians, Financial Aid Counselors, Information Technology Technicians L1, Information Technology Technicians L2, Information Technology Technicians L3 (Technology Specialists), Lab Supervisors, Program Administrators, Program Coordinators, Public Programming Coordinators, Signage Assistants, Student Accountant Coordinators, Student Success Advisors, Technicians, Coordinator of Campus Card Services, Student Health Services Assistant Office Manager, Business Office Manager, Employer Relations Coordinator, Graduate Career Success Advisor, International Student Advisors, Night Manager, Operations Manager, Senior Academic and Experiential Education Advisor, Senior Student Success Advisors, Student Account Coordinator, and Student Account Specialist, including all professional employees, 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"). Excluded are casual and fixed-term temporary employees hired for a duration of less than 90 days. The Employer may request in writing from the Union an additional 30 days, which the Union will not unreasonably withhold.

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 sixtieth (60th) 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. This agreement shall apply to all New School establishments in New York City.

III. MANAGEMENT RIGHTS

A. All statutory and inherent management rights, prerogatives, and functions are retained, and vested exclusively, in the University. The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of its right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict the express provisions of this Agreement.

B. The University has both the legal responsibility and the sole right to manage its operations, except as specifically limited in this Agreement. Such rights include but are not limited to the right to: (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline or discharge its employees, and direct them in their work and (b) control all University property. The management of the University and the direction of its work force shall be in the sole discretion and the sole responsibility of the University and it retains its sole and exclusive right to promulgate reasonable rules and regulations; direct, designate, schedule, and assign duties to the work force; plan, direct, and control the entire operation of the University; subcontract, establish staffing levels, discontinue, consolidate, and reorganize any department; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other entity; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any assignment, or additional or different duties, or causes the elimination or addition of titles or jobs; and carry out ordinary and customary functions of management whether or not possessed or exercised by the University prior to the execution of this Agreement.

C. In the event the University decides to subcontract pursuant to the Management Rights clause Section (B), it shall notify the Union, which shall have thirty (30) days from such notice, to meet with the University and offer arguments and alternative ideas not to subcontract such work. It is expressly understood, however, that nothing in the foregoing sentence shall diminish the University's ultimate right to subcontract such work, in whole or part, at the expiration of such 30-day period, if it does not accept any arguments or alternative ideas the Union may make, nor shall any such discussion constitute decisional bargaining. During such 30-day period, the Employer shall also bargain in good faith with the Union about the effects of that decision (unless the Employer determines not to proceed with such subcontracting), including the opportunity for the Union to seek placement within the University of unit personnel whose jobs are to be subcontracted. The parties may, by written mutual consent, extend such effects bargaining beyond the 30-day period referenced herein.

D. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and to maximize customer service. The Employer agrees to receive and consider, but has the legal right to reject constructive suggestions submitted by the Union towards these objectives.

IV. CHECKOFF

A. 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.

B. 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.

V. SENIORITY

A. Seniority shall be computed from the date of employment in the unit (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 XI. The only exception to this rule shall be that for unpaid leaves of absence exceeding six months and taken for reasons other than maternity, military service or medical leave.

B. 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 is qualified and can reasonably be able to do the job.

C. 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.

D. At the Union's request, the Employer shall prepare a seniority list setting forth the name of each employee, date of seniority, position and pay rate, once per semester/term: Fall, Spring and Summer.

VI. JOB CLASSIFICATION

A. All job titles covered by this Agreement shall be listed (Schedule B Job Classifications and Descriptions). Full-time workers shall be defined as those persons regularly scheduled to work at least thirty-five (35) hours per week, except as otherwise provided for herein. Regular part-time workers shall be defined as those regularly scheduled at 20 hours or more but less than thirty-five (35) hours per week, except as otherwise provided for herein. Those part-time employees scheduled to work fewer than 20 hours per week shall not be subject to this agreement.

B. When new unit titles 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 shared with the Union prior to filling such positions.

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 (Job Classification and Descriptions), position and pay rate upon hiring of a new employee, and shall notify the Union in writing of the name of such employee who 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 Schedule B (Job Classification and Descriptions), upon the completion of the probationary period.

(3) Full job descriptions will be held in Human Resources and may be reviewed upon request.

VII. EMPLOYMENT STATUS

A. Probationary Period

(1) Subject to the exceptions listed below, there shall be a probationary period for all new employees of 90 calendar days, excluding time lost for sickness and other leaves of absence. The Employer may request in writing to the Union an additional 30-day extension, which the Union will not unreasonably withhold.

(2) Exceptions

(a) Persons transferred from one position to another where different clearly defined job specifications exist shall have a 60 calendar day probationary period, unless otherwise specified herein. The Employer may request in writing from the Union an additional 30 days, which the Union will not unreasonably withhold.

(b) If the transferred employee does not complete the probationary period or is otherwise discharged, other than for cause, such employee shall return to the employee's former position, if available, or vacant similar position within employee's former department, if qualified.

(c) Article XXI (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, greater than 90 days and without the expectation of permanency, shall serve the same probationary period as a regular employee. The Employer may request in writing from the Union an additional 30 days, which the Union will not unreasonably withhold. 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) If a contract employees are recalled ninety-five (95) 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 who are engaged to work 20 hours or more per week shall be entitled to full benefits, except for vacation and floating holidays, which shall be prorated.

C. 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 XI, Section A, B, C, and D, 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 shall be entitled to all benefits (except permanency) and the minimum rate for

the job in which he/she is substituting after 90 days. The Employer may request in writing from the Union an additional 30 days, which the Union will not unreasonably withhold.

(2) The Employer will notify the Chief Shop Steward 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.

D. Benefit and Employment Status

(1) New employees become eligible for most benefits on the first of the month following one full month of employment. Employees must complete and submit benefit events via the MyDay inbox within 31 days of the benefits-effective date.

(2) All regular part-time employees, shall be those regularly scheduled to work at least 20 hours but no more than 34 hours per week. Regular part-time employees shall receive full health insurance coverage and pension contribution.

(3) Benefits effective date is the 1st of the month following or coincident with completing one month of employment

▪Example: Hire date 01/15, Benefits begin 03/01

▪Example: Hire date 01/01, Benefits begin 02/01

VIII. 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, where practicable

B. Vacancies for positions covered in this Agreement shall be posted promptly, both internally to unit employees and externally on University Human Resources website. Vacancies will not be filled externally until posted for five (5) full workdays 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. When the University decides to fill a vacant position by posting, an internal candidate who applies for the vacant position and meets the posted qualifications shall be interviewed for the position and shall have his or her application processed in accordance with the hiring procedures established for the position. Except in cases of lateral transfer, any qualified employee who is selected for the position shall successfully complete a probationary period as in Article VII, Paragraph A (2)(a), in order to be made permanent in their position. Where the qualifications of two (2) or more candidates are equivalent, the position shall go to the candidate with the greater seniority.

D. Should the Employer determine that a position will not be filled promptly consistent with the terms of Article VIII.B, then the Employer shall file notification with the Union.

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

F. An employee promoted within a job title shall receive the salary of the new title and shall not in any event suffer a salary decrease

IX. 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 for legitimate business reasons, provided notice has been given as far in advance as practicable. The work week shall be at least thirty-five (35) hours per week.

B. One rest period of fifteen (15) minutes daily shall be allowed for employees. The Employer and the employee will use their best efforts so as not to disrupt the services provided by such employee and by the department in which the employee works. There may be circumstances that require the employee to defer or forego a rest period. The loss of a rest period shall not entitle the employee to any additional compensation.

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;

(3) In the event that the employee wishes to modify his/her established schedule, the employee may submit a written request to his/her supervisor for review and consideration.

(4) Once established, schedules shall be maintained for the noted semester. Schedules may be subject to change during peak periods, emergencies, vacations, illness or leaves of absence.

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

E. Overtime, Only Applicable to Non-Exempt Employees

(1) Overtime shall commence after 40 hours of work per week. Upon notice to the Union and affected employees, the Employer may implement Summer Hours whereby the employees work their normal weekly number of hours in a 4-day week, receive their 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 Head of their department. The University 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) Hourly employees who work in excess of 40 hours in a week shall be compensated in money at the rate of time and one half.

(4) The University reserves the right to utilize compensatory time off for exempt employees, who are not otherwise eligible for overtime. "Compensatory time" shall be defined as paid time off for extra work. In those circumstances, the Departments must ensure that such time is utilized within two weeks, where practicable. University reserves the right to utilize compensatory time off in lieu of monetary compensation, where appropriate.

(5) Non-exempt, hourly employees working on contractual holidays shall be compensated in money only at the rate of double time for all hours worked.

X. HOLIDAYS

A. Employees shall receive the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

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.

B. In addition, full-time employees are entitled to four floating holidays each year. Floating holidays are typically accrued at the beginning of each quarter. New employees who are hired before the 15th of the second month of the quarter will accrue a floating holiday for that quarter. New employees who are hired on or after the 15th of the second month of the quarter will not accrue a floating holiday for that quarter. Part-time employees who are scheduled to work 20 or more hours per week will receive pro-rated floating holidays.

(1) Floating holidays may be scheduled in advance and may be enjoyed any time during the year consistent with the needs of the department. If desired, these holidays may be used for religious observances or may be taken in conjunction with other holidays and vacation time.

(2) Floating holidays must be used within the fiscal year (July 1 - June 30).

(3) Floating holiday time not used may not be carried forward into subsequent years.

C. Employees who wish to observe religious holidays may do so by applying such time against vacation or floating holidays.

XI. LEAVES OF ABSENCE

For the purposes of the administration of benefits or leave rights, unit employees should refer to the University's Institutional Policies and Procedures Manual (IPPM). The Employer will notify the Union of any changes to the IPPM.

A. Sick Leave

(1) New York Earned City Sick Time

(a) Pursuant to the Paid Sick Leave Law, employees accrue Sick Time at a rate of one hour for every 30 hours worked, up to a maximum of 40 hours of Sick Time per fiscal year (July 1 - June 30). All employees who work more than 80 hours in each year will accrue Sick Time based one hour for every 30 hours worked up to the statutory maximum. Employees may begin to use sick leave beginning 120 days after beginning their employment.

(b) New York City Earned Sick Time can be used when the employee must care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care, including absence covered by the Family and Medical Leave Act policy as described in the university's Institutional Policies and Procedures document;

(c) Upon termination of employment for any reason and whether voluntary or involuntary, employees will not be paid for any unused accrued Sick Time. However, when there is a separation from employment and the employee is rehired by the University within 6 months of separation, previously accrued unused Sick Time will be reinstated to the rehired employee.

(2) Personal Sick Leave Time

(a) In addition to the New York City Earned Sick Time described above, there is no set number of leave days available for personal illness. Individuals who are out sick are paid for the day. However, these days must be used for the employee's personal illness only, and cannot be applied to care for family members. An employee absent because of personal illness must notify his/ her supervisor and/ or department head as close as possible to his or her scheduled start time.

(b) Personal sick leave can be used when an employee has a mental or physical illness, injury, or health condition; or needs to get a medical diagnosis, care or treatment of a mental or physical illness, injury, or condition; or the employee needs to get preventive medical care. This also includes absence covered by the Family Medical Leave Act policy as described in the University's Institutional Policies and Procedures document;

B. Leaves of Absence: All leaves of absence will be issued in accordance with University policies as outlined in the Institutional Policy and Procedures Manual.

(1) Jury Duty. If an employee receives a notice of jury duty, he/she must notify the supervisor and provide a copy of the jury duty notification as soon as possible so that proper coverage may be arranged for your absence. Each day that you are serving jury duty, the employee must inform the supervisor as to the status of the service and expected return-to-work date. If the employee is released from jury duty early in the day, then he/she is expected to return to work. If the employees is called for jury duty, he/she will continue to receive his/her base normal pay for the first two (2) weeks of jury service.

(a) Employees will be compensated for base wages only, for time spent on jury duty, up to two weeks. Compensation will be made in accordance with federal and state wage and hour laws.

(b) For jury duty lasting longer than two weeks, the employee must contact Human Resources for further discussion.

(2) Military Service Leave. The University will grant military leaves of absence as required by law and by the needs of employees who are members of the military service. Any full-time unit employee who is called to active military duty will be granted a military leave of absence. The duration of the leave will be the term of enlistment plus any additional time may be required by the government. It will include a reasonable allowance of time for travel and adjustment. Reenlistment or any other voluntary extension of the tour of duty may affect the leave of absence. On return from military leave of absence, the employee will be reinstated as required by law, subject to these conditions:

(a) The employee must apply for reinstatement within the time required by law;

(b) If the employee's former job is not available, the University will provide a job of similar status, seniority, and pay. Adjustments and exceptions to this policy may be made as circumstances require.

(c) The University makes it a policy not to discriminate in anyway against employees who are members of the military. The employee's job will not be in jeopardy if a military leave of absence is requested or taken.

(3) Bereavement Leave. If a member of an employee's immediate family dies, employees are allowed five (5) days paid absence. Members of the immediate family are mother, father, sister, brother, spouse, domestic partner, child, grandchild, mother-in-law, father-in-law, sister-in-law, brother in-law, grandmother, and grandfather. If an employee wishes to take time off due to the death of someone other than an immediate family member the employee may take accumulated vacation days or time off without pay, with supervisory approval.

C. 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.

D. New York State Paid Family Leave Law (PFL)

(1) The Union and the Employer agree to comply with the PFL in all aspects as provided in the Law and applicable regulations.

(2) Employees who regularly work 20 or more hours a week and employees who regularly work fewer than 20 hours a week but who have worked for more than 175 days in a 52 consecutive week period are covered by the PFL, and are eligible for paid family leave benefits in accordance with the Law. Employer will offer a PFL waiver to employees whose employment will not meet the minimum eligibility criteria under the PFL. The waiver will be revoked automatically in a manner consistent with the PFL if the employees becomes eligible for PFL benefits

(3) The eligibility for, and the amount and duration of, paid family leave benefits shall be as provided in the Law. For illustrative purposes, in 2018 PFL benefits will cover 50% of an employee's weekly income, capped at 50% of the statewide average weekly wage ("AWW") (currently, \$1,305.92) for up to 8 weeks in a 52-week period. The benefit amount and/or length of leave will increase through 2021, and in 2021 PFL will cover 67% of an employee's weekly wage (capped at 67% of the then-applicable state AWW) for up to 12 week's leave in a 52-week period. All other terms of the PFL, as it may be amended, shall apply.

(4) Paid family leave can be used to care for close family members with a serious health condition, bond with a new child, or ease certain circumstances arising from a family member's active military service. The full definitions and terms of use shall be as provided for in the PFL.

(5) Effective with the signing of the Agreement, the Employer will begin a payroll deduction consistent with the PFL from all Employee's pay (except for ineligible employees who sign a waiver of PFL benefits). Currently, PFL deductions will be 0.126% of an Employee's weekly pay, up to a maximum of \$1.65 per week.

(6) Employer may offer that employees use accruals of other paid time off, including but not limited to paid time off under the NYC Earned Sick Time Act, to receive up to full wages during the period of paid family leave. Any employee who elects to use other paid time off during paid family leave shall not be entitled to more than 100% of the Employee's regular wages (calculated as defined in the PFL) and all employees expressly agree to refund to Employer (or to have reduced accordingly) any payments in excess of 100% of the Employee's regular wages. Where applicable, PFL leave shall also count as FMLA leave or other applicable leave.

XII. PROFESSIONAL DEVELOPMENT

The University will endeavor to advise and inform unit employees of available professional development opportunities no later than 30 days after the fiscal year or when available. Employees are also encouraged to contact their supervisor regarding available professional development opportunities.

XIII. PAYDAY

Paydays are always on a Friday, except when a Friday payday is also a federal holiday, in which case payday is the day before. Employees will be paid according to their assigned payroll schedule which is available on the Human Resources webpage.

XIV. TUITION BENEFITS

Tuition benefits will be issued in accordance with practices outlined in the University's Tuition Waiver Plan on the Human Resources Benefits Site.

XV. SEVERANCE PAY

When a unit position is terminated due to budgetary constraints, reorganization or other reasons (such as shortage of work), the following policy will apply to all employees:

A. The University will notify the employees as soon as possible regarding the coming lay-off.

B. When possible, the University will attempt to place the staff member in another vacant position for which he or she is qualified at the regular rate of pay assigned to the vacant position.

C. In the event that an employee who has received severance is recalled to work and laid off again, the previous period of service will not be calculated for severance purposes.

D. Severance pay will be calculated on the following schedule:

1. less than 2 years: 2 weeks
2. less than 5 years: 4 weeks
3. less than 8 years: 6 weeks
4. 8 years: 8 weeks
5. 9 years: 9 weeks
6. 10 or more years: 10 weeks

XVI. GENERAL WAGE PROVISIONS

A.

Effective January 1, 2018, employees shall receive a general wage increase of 2%.

Effective January 1, 2019, employees shall receive a general wage increase of 2%.

Effective January 1, 2020, employees shall receive a general wage increase of 2.25%.

Effective January 1, 2021, employees shall receive a general wage increase of 2.25%.

B. Lab Supervisors:

Effective January 1, 2018, the minimum hourly rate for Lab Supervisors shall be \$16.75.

Effective January 1, 2019, the minimum hourly rate for Lab Supervisors shall be \$17.50.

Effective January 1, 2020, the minimum hourly rate for Lab Supervisors shall be \$18.25.

Effective January 1, 2021, the minimum hourly rate for Lab Supervisors shall be \$19.00.

C. In the event a lab supervisor's pay is increased to the minimums set forth above, s/he shall receive the greater of such increase and the general wage increase, but not both.

D. Lab supervisors who are required to work an overnight shift shall receive \$1 per hour more for all such hours worked overnight.

E. In the event an employee receives a statutory or regulatory wage adjustment during the year, then at the next scheduled general wage increase, the employee will only be entitled to the greater of such wage adjustment and the general wage increase called for in this agreement, but not both. By way of example, if an employee receives a wage adjustment in March 2018 of \$3,000 per annum on a base salary of \$52,000 per year, and would otherwise be entitled to a 2% general wage increase effective January 1, 2019, then such employee shall not be entitled to the general wage increase. [\$3,000 is greater than 2% of \$52,000 (\$1,040). If the wage adjustment were only \$1,000, then the employee would be entitled to an additional \$40 per annum.]

XVII. INSURANCE, RETIREMENT AND FLEXIBLE SPENDING ACCOUNTS

Regular full-time and part-time employees, as defined in Article VI. (D) shall receive full health insurance coverage and pension contribution.

A. Health Insurance: Employees may participate in the University's Choice EPO Plan. Premium co-pays for the Choice EPO plan are as follows:

1. Effective XXX, 2018, employees shall pay 9% of the premium.
2. Effective January 1, 2019, employees shall pay 12% of the premium.
3. Effective January 1, 2020, employees shall pay 14% of the premium.
4. Effective January 1, 2021, employees shall pay either 16% of the premium or the premium co-share in place for non-unionized administrative employees, whichever is lesser.
5. Employees, who waive their coverage under the Choice EPO Plan during the University's open enrollment period, shall receive a one-time lump sum payment of \$1000. Employees may receive only one such payment irrespective of how many times they change or waive coverage.

B. Retirement: The employer shall make the following contributions to the Local 1205 Teamsters Retirement Fund on behalf of its employees as described below:

1. for those employees who are under the age of 40 or have completed less than six years of service, the employer shall contribute 7% of the employee's base annual salary.

2. for those employees who are age 40 or older or have completed six years of more of service, the employer shall contribute 10 % of the employee's base annual salary.

C. Flexible Spending Accounts: Employees may enroll in these accounts when newly benefits-eligible, during the university's annual open enrollment period, or if the employee has experienced a change in status as defined by the IRS. For more information, employees should refer to Section 3: Benefits of the University's Institutional Policies and Procedures Manual (IPPM) and the University's Benefits Website.

XVIII. VACATIONS

A. A full-time employee shall earn vacation at the rate of 5.93 hours per pay period (or 22 days per calendar year). A part-time employee working on a continuing basis for at least 1,000 hours per year shall earn vacation in a ratio of hours equivalent to a percent of full-time employment. Individuals beginning work on or before the 15th of any month will receive vacation service credit for the entire month. Persons beginning work on or after the 16th of each month will begin to receive service credit for vacation beginning with the following month. However, vacation should not be taken during the first six months of employment. Part-time employees who work under 1,000 hours per calendar year are not eligible for vacation.

1. Although employees are encouraged to take vacation on concurrent days, individual days may be scheduled with the supervisor's approval.

2. The maximum amount annually for carryover is 15 days. The cutoff date will be June 30th of each year. Part-time administrators' vacation carry over will be pro-rated.

3. In addition to the carryover outlined in the above, if employees have any excess vacation days above the 15 days allowable on the cutoff date, those days will be placed in

a special "leave" bank to be used by the employee if and when the employee has an event that qualifies under the Family Medical Leave Act (FMLA). Events include (but are not limited to) birth or adoption of a child and care for a parent, child or spouse with a serious health condition. The maximum balance for the special leave bank will be 22 days (prorated for part-time employees). The employee can receive pay by using these days during an otherwise unpaid FMLA period.

B. Any employee who because of pressure of work cannot take his/her vacation during the time scheduled for him/her, shall have the right to grieve the denial of vacation time at the Step Three level.

C. The seniority principle shall be applied in the choice of vacation dates within the scheduling parameters set forth by the employee's department.

D. Upon termination of employment, an employee will be paid for any unused vacation days which s/he has accumulated up to the allowable maximum. New School administrative employees who terminate employment may receive a maximum vacation payout of 15 days. There is no payout for days in the special leave bank for FMLA.

XIX. WORKPLACE ENVIRONMENT

The university shall make its best effort to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

A. It is the intent of The New School that it confirms to the applicable legal, ethical and professional standards and the University expects its trustees, faculty, administrators, staff, students and volunteers ("Members of the University community") to conduct their activities in accordance with applicable Federal, State and local laws as well as University policies and procedures as set forth in the University's Institutional Policies & Procedural Manual.

B. This policy is intended to encourage Members of the University community to disclose conduct that they believe violates applicable law and/ or University policies and the overarching principle that the University's resources are not to be used for personal gain ("misconduct or suspected misconduct"). The University expects that reports of misconduct or suspected misconduct will be made in good faith, and will reflect a real and legitimate concern that must be promptly investigated and addressed. The University will strive to keep disclosures confidential unless disclosure is required by applicable law or the failure to disclose would impede the University's investigation of the reported misconduct or suspected misconduct.

C. This policy prohibits Members of the University community from retaliating against those who disclose misconduct or suspected misconduct pursuant to this policy. Any Member of the University community who reports a misconduct or suspected misconduct in good faith will be protected from harassment, retaliation or other adverse employment, academic or educational consequence. Anyone who harasses, intimidates or otherwise attempts to retaliate against a reporter will be subject to disciplinary action, up to and including termination of employment and possible referral for other civil and/or criminal sanctions.

D. Complaints concerning workplace conditions should be brought to the attention of the University's Facilities Office. If problems are unresolved, Union should contact Labor Relations to request a Labor-Management Committee meeting to discuss.

E. 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).

F. The Employer shall provide, at no cost to the employee, protective devices or gear 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.

G. The quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions involving imminent threat of injury or death shall not be deemed a strike, within the meaning of Article XXIV, Section E.

H. In the case of emergencies related to weather or campus safety, the Employer will notify employees of possible closings or modified openings/closings through the New School Alerts notification system.

I. The University shall make eye wash stations available at all Making Center locations, where necessary

XX. RESIGNATION NOTICE AND TERMINATION INFORMATION

A. All resignations must be submitted in writing by the employee to the employee's immediate Supervisor, and the employee must send copies thereof to the Shop Steward. In order to facilitate the orderly transference of duties, such notice shall be submitted 2 weeks prior to the final date of employment.

B. The Employer agrees to notify the Union via email of any resignations and terminations immediately.

XXI. EMPLOYEE DISCIPLINE AND DISCHARGE

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

B. 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 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 Chief Steward and the employee in writing before any action is implemented;

3. Any written disciplinary 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 not be referenced in future disciplinary action, if during a two (2) year period starting with the date of warning notice, the employee receives no other written warning for the same reason.

5. Further action shall be defined as, Counseling, Verbal Warning, Written warning, suspension (without pay). In the event of egregious conduct, the employer reserves the right to skip one or more steps depending on the nature of the employee's conduct.

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

D. 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.

XXII. REORGANIZATION

A. 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 impacted employee(s) to another position of similar responsibility and salary within the framework of The New School or its projects. Such placement is to be within the capacities of the employee(s) 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.

B. An employee who is transferred by virtue of retrenchment or reorganization at the direction of management, will not suffer a loss of wages. The university shall make an effort to provide training in this instance.

XXIII. 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 and covered by this Agreement and such visit does not interfere with the employee's normal duties.

XXIV. 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.

XXV. SHOP STEWARDS

A. Four (4) 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 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 three (3) Stewards may substitute.

B. All notices shall be sent to the Chief Shop Steward.

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, upon notice to his/her immediate supervisor, 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. Such requests, so long as they do not disrupt the normal operations of the department, will not be unreasonably denied.

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

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.

XXVI. LABOR POLICY

A. The Employer, the Union and the Shop Stewards will endeavor to hold periodic Labor Management Committee meetings to discuss the implementation and application 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.)

B. There shall be a Labor Management Committee, the permanent members of which shall be the Director of Labor Relations, or designee, the Shop Stewards, and the President of the Union or designee. The Labor Management Committee 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.

C. The Employer agrees to allow the Union and the Union Shop Stewards de minimis use of its facilities and/or equipment and/or technology to communicate to the Union. Its use shall be governed by applicable University Policies and will not be unreasonably denied.

D. Employees will be allowed up to 1 hour off with pay to attend regular Union general membership meetings two (2) 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.

XXVII. NO STRIKE, NO LOCKOUT

A. The Union agrees that it will not, nor will it permit any member of the bargaining unit to, call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any employee engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.

B. In the event that any employees violate the foregoing provisions, the Union shall immediately use every means at its disposal to get employees who participate or engage in any such action to return to work, including the distribution to the employees and the University, within twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union's offices, of a written notice signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.

C. The University agrees that it shall not lockout any of the employees covered by this Agreement.

XXVIII. 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) 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 ten (10) 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 Director of Labor Relations within ten (10) days of completion of STEP ONE (1). The Employer shall respond in writing within ten (10) 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 Labor Relations, or designee, within ten (10) 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) 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 University holidays days on which the University is closed.

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

XXIX. 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.

XXX. NO DISCRIMINATION

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 on the basis of age, race, color, creed, sex or gender (including gender identity and expression), pregnancy, sexual orientation, religion, religious practices, mental or physical disability,

national or ethnic origin, citizenship status, veteran status, marital or partnership status, caregiver status, or any other legally protected status, The Union agrees it will not discriminate against employees or against the Employer on the basis of age, race, color, creed, sex or gender (including gender identity and expression), pregnancy, sexual orientation, religion, religious practices, mental or physical disability, national or ethnic origin, citizenship status, veteran status, marital or partnership status, caregiver status, or any other legally protected status or by virtue of political beliefs or attitude toward the Union.

XXXI. 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. Alleged incidents of Sexual Harassment shall be handled in accordance with the University's Sexual Harassment Policy. In the event that an employee is disciplined under the provisions of the University's Sexual Harassment Policy, the employee shall file a grievance, challenging whether just cause existed for the discipline at Step Three of the Grievance Procedure and if unresolved at that Step, the Union shall proceed to Arbitration.

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. 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.

XXXIII. TERMINATION AND RENEWAL OF AGREEMENT

This agreement shall be in full force and effect starting January 1, 2018 and ending on December 31, 2021. Thereafter, this agreement shall automatically renew month to month with all terms and conditions as stated, unless either party gives written notice at least 60 days prior to expiration of its intent to terminate the Agreement and negotiate modifications therein.

XXXIV: All timeframes noted in this Agreement reflect working days.

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Accepted and agreed to, subject to ratification, February 16, 2018.

New York, NY.

Ratified March 27, 2018.

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THE NEW SCHOOL

TEAMSTERS LOCAL UNION NO.
1205