

K#: 840162

COLLECTIVE BARGAINING AGREEMENT

between

NEW YORK UNIVERSITY

and

LOCAL 810, I.B.T.

July 1, 2007 - June 30, 2013

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AGREEMENT made effective the 1<sup>st</sup> day of July, 2007, between NEW YORK UNIVERSITY, hereinafter termed the "Employer", and LOCAL 810, STEEL, METALS, ALLOYS AND HARDWARE FABRICATORS AND WAREHOUSEMEN, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter termed the "Union", wherein it is mutually agreed as follows:

ARTICLE 1 - RECOGNITION

A. This Agreement shall be applicable to all buildings owned, operated or controlled by the Employer wherein building maintenance craftsman are employed or shall be employed during the period hereof, except for buildings owned, operated or controlled by the New York University Medical Center. The maintenance employees at Sterling Forest, however, are covered by this Agreement.

B. This Agreement shall cover the following categories of employees:

All watch engineers, general forepersons, first operators, second operators, plant maintenance mechanics, refrigeration engineers, building operators, assistant building operators, carpenters, electricians, painters, plumbers, steamfitters, cement masons, mechanics, utility mechanics, chauffeur mechanics, locksmiths, air conditioning mechanics, tinsmiths, heating specialists, licensed engineers, electronics mechanics, stationary attendants, furniture refinishers, sr. communications technicians, communications technicians, cable systems coordinators, cable technicians, and helpers, and working forepersons in all these classifications performing building maintenance functions and employed by New York University in the State of New York; excluding all other employees, employees employed at the New York University Medical Center, employees covered by

other collective bargaining agreements, office clerical employees, guards, and supervisors as defined in the Act.

C. The Union is recognized as the exclusive representative for the purpose of collective bargaining for the employees covered by this Agreement.

D. The University agrees that the unit of handypersons represented by Local 32B-32J at 715-725 Broadway is based on that Union's prior representative status when the employees worked for a contractor. Accordingly, it is agreed that there is no basis to expand that unit beyond the current number of employees and geographic boundaries.

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

## ARTICLE 2 - PROBATIONARY EMPLOYEES

Each employee shall be on probationary status during the first three (3) months of employment and is subject to dismissal during that period without recourse to the Grievance Procedure. Where an employee's ability to perform the job is questionable, the Employer will notify the Union in writing of an extension not to exceed thirty (30) calendar days. Following the thirty (30) day extension, the employee shall have regular employee status.

## ARTICLE 3 - TEMPORARY EMPLOYEES

Temporary employees may be hired to replace employees absent on disability, Workers' Compensation, or leave of absence, or to perform work on new construction, renovations or special projects.

However, in the event temporary employees are hired to work on new construction, renovation or special projects, the following conditions precedent shall be required:

1. No bargaining unit employee is on lay-off, nor can the use of temporary employees result in a lay-off.
  
2. Temporary employees must be assigned to work with regular unit employees. New construction, renovation or special projects shall not be completed with the use of temporary employees exclusively.

3. The Union shall be notified, in advance, in the event the University seeks to employ temporary employees. The University shall designate the work which they are hired to perform and the number of temporary employees it seeks to employ.

4. The Union retains the right to bar the use of temporary employees for any new construction, renovation or special projects it reasonably deems will have an adverse impact upon its members. The University will not begin a project utilizing temporary employees over the objection of the Union, but it may contest the reasonableness of the Union's objection through arbitration. In any arbitration under this paragraph, the University shall have the burden of proving that the objection of the Union is unreasonable.

5. Unless the Union objects in writing, within five (5) days after receiving notice by fax or other written communication, the project will be considered approved. If a dispute then arises, it shall be resolved through the grievance procedure.

6. All terms and conditions of employment contained in this Agreement shall apply to temporary employees, except they shall have no seniority rights, are not eligible for a personal holiday, and will not be on lay-off status when terminated.

7. In the event an absent employee, who has been replaced by a temporary employee, does not return to work, the job will be posted and the temporary employee will have preference only with regard to new hires.

8. It is not the intent of the University to use temporary employees to perform day-to-day routine duties of the regular staff.

9. Temporary employees will be required to sign forms explaining their status at the time of hire. A copy of the form will be sent to the Union and appropriate Shop Steward.

10. After 180 days of employment in the course of one year, a temporary employee will either be made permanent or released.

#### ARTICLE 4 - CHECK OFF

The Employer shall deduct from the wages of employees covered by this Agreement periodic dues and initiation fees, uniformly required as a condition of membership in the Union. Such deductions shall be made on the first payday of each month from the wages of each employee who files with the Employer a written assignment authorizing such deduction, with this assignment not being irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

ARTICLE 5 - WAGES

A. Effective July 1, 2007, each full-time employee (40-hour week) covered by this Agreement shall receive an increase in his/her base rate of pay of three and three-quarters (3.75%) percent of his/her June 30, 2007 base rate. All forepersons shall be paid a rate not less than \$80.60 more than those employees whom they supervise. The adjusted base rates effective July 1, 2007 are as follows:

	<u>Weekly</u>
Central Plant Watch Engineers	\$ 1,662.29
Foreperson Central Plant Maintenance Mechanics	1,490.49
Central Plant Maintenance Mechanics	1,409.86
General Foreperson	1,366.49
First Operators Central Plant	1,348.30
Foreperson Refrigeration Engineers	1,315.74
Foreperson Building Operators	1,279.80
Refrigeration Engineers	1,235.12
Heating Specialist	1,230.50
Building Operators, Carpenters, Electricians, Painters, Plumbers, Steamfitters, Cement Masons	1,199.16
Second Operators Central Plant	1,191.30
Assistant Building Operators, Utility Mechanics, Maintenance Mechanics	1,180.35
Helpers	1,044.16
Sr. Communications Technician	1,199.16
Communications Technician	1,180.35
Cable Systems Coordinator	1,042.52
Cable Technician	861.32

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B. Effective July 1, 2008, each full-time employee (40-hour week) covered by this Agreement shall receive an increase in his/her base rate of pay of three and one-half (3.5%) percent of his/her June 30, 2008 base rate. All forepersons shall be paid a rate not less than \$83.42 more than those employees whom they supervise. The adjusted base rates effective July 1, 2008 are as follows:

	<u>Weekly</u>
Central Plant Watch Engineers	\$ 1,720.47
Foreperson Central Plant Maintenance Mechanics	1,542.66
Central Plant Maintenance Mechanics	1,459.21
General Foreperson	1,414.32
First Operators Central Plant	1,395.49
Foreperson Refrigeration Engineers	1,361.79
Foreperson Building Operators	1,324.59
Refrigeration Engineers	1,278.35
Heating Specialist	1,273.57
Building Operators, Carpenters, Electricians, Painters, Plumbers, Steamfitters, Cement Masons	1,241.13
Second Operators Central Plant	1,233.00
Assistant Building Operators, Utility Mechanics, Maintenance Mechanics	1,221.66
Helpers	1,080.71
Sr. Communications Technician	1,241.13
Communications Technician	1,221.66
Cable Systems Coordinator	1,079.01
Cable Technician	891.47

C. Effective July 1, 2009, each full-time employee (40-hour week) covered by this Agreement shall receive an increase in his/her base rate of pay of three and one-quarter (3.25%) percent of his/her June 30, 2009 base rate. All forepersons shall be paid a rate not less than \$86.13 more than those employees whom they supervise. The adjusted base rates effective July 1, 2009 are as follows:

	<u>Weekly</u>
Central Plant Watch Engineers	\$ 1,776.39
Foreperson Central Plant Maintenance Mechanics	1,592.80
Central Plant Maintenance Mechanics	1,506.63
General Foreperson	1,460.29
First Operators Central Plant	1,440.84
Foreperson Refrigeration Engineers	1,406.05
Foreperson Building Operators	1,367.64
Refrigeration Engineers	1,319.90
Heating Specialist	1314.96
Building Operators, Carpenters, Electricians, Painters, Plumbers, Steamfitters, Cement Masons	1,281.47
Second Operators Central Plant	1,273.07
Assistant Building Operators, Utility Mechanics, Maintenance Mechanics	1,261.36
Helpers	1,115.83
Sr. Communications Technician	1,281.47
Communications Technician	1,261.36
Cable Systems Coordinator	1,114.08
Cable Technician	920.44

D. Effective July 1, 2010 each full-time employee (40-hour week) covered by this Agreement shall receive an increase in his/her base rate of pay of three (3.0%) percent of his/her June 30, 2010 base rate. All forepersons shall be paid a rate not less than \$88.71 more than those employees whom they supervise. The adjusted base rates effective July 1, 2010 are as follows:

	<u>Weekly</u>
Central Plant Watch Engineers	\$ 1,829.68
Foreperson Central Plant Maintenance Mechanics	1,640.58
Central Plant Maintenance Mechanics	1,551.83
General Foreperson	1,504.10
First Operators Central Plant	1,484.07
Foreperson Refrigeration Engineers	1,448.23
Foreperson Building Operators	1,408.67
Refrigeration Engineers	1,359.50
Heating Specialist	1,354.41
Building Operators, Carpenters, Electricians, Painters, Plumbers, Steamfitters, Cement Masons	1,319.91
Second Operators Central Plant	1,311.26
Assistant Building Operators, Utility Mechanics, Maintenance Mechanics	1,299.20
Helpers	1,149.30
Sr. Communications Technician	1,319.91
Communications Technician	1,299.20
Cable Systems Coordinator	1,147.50
Cable Technician	948.05

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E. Effective July 1, 2011 each full-time employee (40-hour week) covered by this Agreement shall receive an increase in his/her base rate of pay of three and (3.0%) percent of his/her June 30, 2011 base rate. All forepersons shall be paid a rate not less than \$91.37 more than those employees whom they supervise. The adjusted base rates effective July 1, 2011 are as follows:

	<u>Weekly</u>
Central Plant Watch Engineers	\$ 1,884.57
Foreperson Central Plant Maintenance Mechanics	1,689.80
Central Plant Maintenance Mechanics	1,598.38
General Foreperson	1,549.22
First Operators Central Plant	1,528.59
Foreperson Refrigeration Engineers	1,491.68
Foreperson Building Operators	1,450.93
Refrigeration Engineers	1,400.29
Heating Specialist	1,395.04
Building Operators, Carpenters, Electricians, Painters, Plumbers, Steamfitters, Cement Masons	1,359.51
Second Operators Central Plant	1,350.60
Assistant Building Operators, Utility Mechanics, Maintenance Mechanics	1,338.18
Helpers	1,183.78
Sr. Communications Technician	1,359.51
Communications Technician	1,338.18
Cable Systems Coordinator	1,181.93
Cable Technician	976.49

F. Effective July 1, 2012 each full-time employee (40-hour week) covered by this Agreement shall receive an increase in his/her base rate of pay of three and one-half (3.5%) percent of his/her June 30, 2012 base rate. All forepersons shall be paid a rate not less than \$94.57 more than those employees whom they supervise. The adjusted base rate effective July 1, 2012 are as follows:

	<u>Weekly</u>
Central Plant Watch Engineers	\$ 1,950.53
Foreperson Central Plant Maintenance Mechanics	1,748.94
Central Plant Maintenance Mechanics	1,654.32
General Foreperson	1,603.44
First Operators Central Plant	1,582.09
Foreperson Residence Engineers	1,543.89
Foreperson Building Operators	1,501.71
Refrigeration Engineers	1,449.30
Heating Specialist	1,443.87
Building Operators, Carpenters, Electricians, Painters, Plumbers, Steamfitters, Cement Masons	1,407.08
Second Operators Central Plant	1,397.87
Assistant Building Operators, Utility Mechanics, Maintenance Mechanics	1,385.02
Helpers	1,225.21
Sr. Communications Technician	1,407.09
Communications Technician	1,385.02
Cable Systems Coordinator	1,223.30
Cable Technician	1,010.67

G. Employees will be paid a premium wage of eighty-five cents (85¢) per hour when working on major construction work. Major construction work includes work involving the handling of asbestos which occurs on an occasional basis in connection with the employee's regular duties.

H. A premium of thirty-five cents (35¢) per hour will be added to the base rate of employees who are required to perform the duties of Fire Safety Director or Deputy Fire Safety Director, retroactive to the date they became certified in a building. The duties of Fire Safety Director or Deputy Fire Safety Director may be assigned to either bargaining unit or nonbargaining unit employees in accordance with the operational needs of the Employer.

I. No provision of this agreement shall be construed as to lower the weekly, daily or hourly rate of any employee. Employees receiving wages and conditions of employment higher or better than specifically provided for herein shall continue to receive same throughout the period of this Agreement.

#### ARTICLE 6 - SHIFT PREMIUM

A. Employees working on the second shift shall be paid ninety cents (90¢) per hour above their regular rate of pay, and employees working on the third shift shall be paid ninety-five cents (95¢) per hour above their regular rate of pay.

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B. There is no entitlement to shift premiums when overtime extends into the second or third shifts.

#### ARTICLE 7 - MANAGEMENT RIGHTS

A. The operation and management of the University and the supervision and direction of the employees are and shall continue to be solely and exclusively the functions and prerogatives of the University. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained by the University, including the right to select and hire all employees, to suspend, discipline or discharge them for just cause, to promote them to supervisory or other positions, to assign, transfer, supervise and direct all working forces, to maintain discipline (subject to just cause) and efficiency among them, to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the activities, and to exercise the other customary functions of the University for carrying on of its business and operations, are recognized as vested exclusively in the University. The University may authorize a contractor to supervise bargaining unit employees. The contractor's supervisors may exercise all management rights to the same extent as the University's supervisors.

B. The right of the Employer to make reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of

maintaining order, safety and/or effective operation of the plant and to require compliance therewith by employees is recognized, provided employees are notified of the rules and regulations. The Union reserves the right to contest the reasonableness and application of the Employer's rules and regulations through the grievance procedure.

#### ARTICLE 8 - NO STRIKES OR LOCKOUTS

A. It is agreed that during the term of this Agreement there shall be no strike, sympathy strike, refusal to cross the picket line of another union (except a sanctioned Teamster picket line), picketing, or other interference by the Union or the employees it represents with the productive operations of the Employer.

B. An employee who is disciplined, including discharge, for a violation of this section shall have no recourse to the grievance procedure or arbitration provisions of the Agreement except that an employee may grieve or arbitrate the contention that he/she has not violated this section.

C. The Union shall not be liable for any unauthorized action in violation of this provision. The Union agrees that if any action in violation of this provision is undertaken without its authorization or ratification, it will immediately, upon notice by the Employer, with notices for posting, disavow such strike or stoppage, and direct the employees engaged therein to return to work forthwith.

D. During the term of this Agreement, there shall be no lockout by the Employer.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance within the meaning of this Agreement shall be any dispute or difference between the Employer and the Union respecting any of its members employed by the Employer as to the interpretation, application, or operation of any provision of this Agreement.

B. An aggrieved employee or the Union shall present a grievance within twenty (20) days of its occurrence.

C. The steps set forth below will be followed in the processing of grievances:

Step 1. Grievances shall be reduced to writing and sent to the appropriate managerial official in charge of the unit where the employee works, or his/her designee(s). The written grievance must set forth the basis therefore with reasonable particularity, including a designation of the article of the Agreement relied upon and the remedy requested. The managerial official referred to above or that person's designee and the appropriate Shop Steward and employee will meet within fifteen (15) days of the submission of the grievance and discuss the grievance. The managerial official or designee shall respond to the grievance in writing within ten (10) days from the discus-

sion of such grievance with the Shop Steward and employee. If the grievance is not adjusted to the Union's satisfaction, it may appeal the matter to Step 2.

Step 2. A grievance not settled in Step 1 may be appealed in writing to the Director of Labor Relations within fifteen (15) days of the Step 1 denial. The Union representative and the Director of Labor Relations or that person's designee shall, within fifteen (15) days of receipt of the appeal, meet to discuss the grievance. The Employer will render a decision in writing to the union within ten (10) days of the Step 2 meeting.

Anything to the contrary herein notwithstanding, without waiving its statutory or other rights, the Employer may present a grievance initially at Step 2 by notice in writing addressed to the Union at its offices. The Union must meet with the Employer's representative within fifteen (15) days of receipt of the grievance and respond in writing within ten (10) days of the meeting unless the grievance alleges a violation of the no strike provision (Article 8) in which case the Union must meet with the Employer's representative within five (5) days and render its decision in writing within ten (10) days of the Step 2 meeting.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. The time limits herein may be extended by mutual agreement.

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.

Step 3. If either party is not satisfied with the Step 2 response, the grievance may be taken to arbitration within thirty (30) days of receipt of the Step 2 response.

If the parties can not agree on an arbitrator, the aggrieved party shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The selection of the arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association.

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph A above, and shall not have the authority to add to, subtract from, modify or amend in any way the provisions of this Agreement.

The decision of the arbitrator shall be final and binding upon the Union, the Employer and the employees. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

ARTICLE 10 - SUBCONTRACTING

There shall be no subcontracting of any work heretofore performed by bargaining unit employees which results in a layoff of a bargaining unit employee or continues the layoff of a bargaining unit employee.

ARTICLE 11 - HOURS

A. The regular workweek shall consist of forty (40) hours divided into five (5) days of eight (8) hours each which shall be continuous except for meal periods. Wherever possible, in the sole judgment of the Employer, every employee shall be entitled to two (2) consecutive days off in each workweek. Insofar as possible, these days shall be Saturday and Sunday, or Sunday and Monday.

B. Overtime at the rate of time and one-half shall be paid for all hours worked by employees in excess of eight (8) hours per day or forty (40) hours per week.

C. Overtime at the rate of double time shall be paid for all hours worked by employees in excess of forty-eight (48) hours in any one workweek.

D. The Employer will assign required pre-scheduled overtime among qualified employees, including forepersons, on an equitable basis.

E. No full-time employee shall have his regular hours reduced in order to effect a corresponding reduction in pay.

F. Employees shall receive a meal period of not less than forty-five (45) minutes or more than one (1) hour, (except that the Employer will agree to one-half hour meal periods where consistent with the efficient operation of the work area and with the approval of the Industrial Commissioner as required by law), which shall not be considered as part of working time. Employees subject to emergency duty and key call will remain in the building for meal periods.

G. Paid absence for sick time will be counted toward the base workweek for purposes of computing overtime.

#### ARTICLE 12 - SHIFT ASSIGNMENTS

A. All employees covered by this Agreement who were hired before May 15, 1992 shall remain on the work shifts presently assigned to them provided that such employees do not voluntarily agree to accept other work shifts which may be offered to such employees by the Employer. Employees working in the co-generation plant operation, however, may be required to work a different shift for up to thirty (30) days in each year of the contract to enable management to provide training to the staff.

B. Employees hired on or after May 15, 1992 may have their shifts changed for the purpose of greater efficiency or to meet operational needs. It is not the intent of this provision to change shifts on a short term basis. The objective is to schedule employees when they can perform their duties most efficiently or to meet ongoing operational needs, rather than to deal with short term overtime situations. Accordingly, any employee whose shift is changed may not have his/her shift involuntarily changed again for six (6) months.

#### ARTICLE 13 - PAYMENT OF WAGES

- A. All wages shall be paid weekly in cash or check.
- B. Paychecks may not be cashed on paid work time.

#### ARTICLE 14 - HOLIDAYS AND PERSONAL DAYS

A. Each employee provided for herein shall receive a total of eleven (11) holidays with pay. Employees working on New Year's Day, Martin Luther King, Jr's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve, shall be paid additionally time and one-half for the first eight (8) hours worked on such days, and double time for all hours worked in excess of eight.

B. In addition to the above listed holidays, each employee, except temporary employees, shall receive one (1) paid personal holiday each year of the Agreement. A personal holiday must be scheduled in advance by mutual agreement of the supervisor and employee. Permission will not be unreasonably withheld.

C. Employees entitled to vote, but required to work on Election Day, shall be permitted time off to vote in accordance with the provision of the New York State Election Law.

D. Any regular full-time employee who is ill in any workweek in which a holiday falls, but who has worked the day immediately following such holiday, shall be entitled to pay for such holiday.

E. Any employee whose regular day off falls on a holiday shall receive an additional day's pay therefor or, at the option of the Employer, shall receive an extra day off within one (1) week of the holiday.

#### ARTICLE 15 - VACATIONS

A. All permanent full-time employees covered by this Agreement who have been employed by the Employer for the periods specified shall receive the following annual vacation with pay:

Employees who have worked 6 months ....	3 days
Employees who have worked 1 year.....	2 weeks
Employees who have worked 4 years.....	12 days

Employees who have worked 5 years.....	3 weeks
Employees who have worked 9 years.....	4 weeks
Employees who have worked 15 years.....	4 weeks and two (2) days
Employees who have worked 25 years.....	5 weeks

B. Length of employment for the purpose of the foregoing vacation schedules shall be computed on the basis of the amount of vacation that an employee would be entitled to on September 15th of the year in which the vacation is given.

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

D. Employees are entitled to receive actual vacations and no employee shall be required to accept money in lieu of his vacation except as provided in Clause "C" above.

E. Vacation wages shall be paid prior to the vacation period.

F. Vacations may be scheduled at any time during the year. The fourth and fifth weeks of vacation may, at the option of the Employer, be scheduled upon two (2) weeks notice to the employee, for a week (which may not be split) other than the period when the employee takes the rest of his vacation, but prior to the beginning of the next vacation period.

G. Choice of vacation periods shall be according to seniority so far as is compatible with the proper operation of the building.

H. Employees who leave their employment shall be entitled to pro-rata vacation accrual allowance based on the elapsed period from their anniversary date of hire.

I. Any employee who has worked at least six months before leaving his job shall be entitled to vacation accrual allowance equal to the vacation allowance provided in the above schedule.

J. An employee who leaves his position of his own accord shall not be entitled to his accrued vacation credits unless he gives five (5) working days termination notice.

K. By mutual agreement, an employee may take one week's pay at straight time in lieu of one week of vacation. Requests to take pay in lieu of vacation must be submitted during the first fifteen days of the quarter in which the vacation is scheduled. When the starting date of the vacation falls during the first month of the quarter (January, April, July, and October), however, requests may be submitted fifteen days prior to the starting date of the vacation.

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ARTICLE 16 - SEVERANCE PAY

In the event of severance of employment by reason of reduction in force or physical or mental inability (as determined by the University Health Service) to perform his work, an employee shall be paid, in addition to any accrued vacation credits, severance pay as set forth in the schedule below:

Employees with 1 and less than 2 years....	1 weeks' pay
Employees with 2 and less than 5 years....	2 weeks' pay
Employees with 5 and less than 10 years...	3 weeks' pay
Employees with 10 and less than 12 years..	4 weeks' pay
Employees with 12 and less than 15 years..	5 weeks' pay
Employees with 15 and less than 17 years..	6 weeks' pay
Employees with 17 and less than 20 years..	7 weeks' pay
Employees with 20 and less than 25 years..	8 weeks' pay
Employees with 25 years or more.....	10 weeks' pay

ARTICLE 17 - SICK LEAVE

A. All full-time employees covered by this Agreement, with one or more years of full-time employment, shall be eligible for up to twelve (12) days sick leave pay per calendar year (January 1 to December 31) for proven illness.

B. When an employee has completed one (1) year of employment, he will be immediately eligible for one (1) day of paid sick leave for each remaining full month up to December 31st of that calendar year. For example, an employee who has completed one (1) year of employment on July 1 9th of the current calendar year would be eligible for five (5) days paid sick leave to December 31 st of that calendar year.

C. Any unused sick leave may be accrued in a "sick leave bank". The maximum accrual in the bank will be seventy-five (75) days.

D. If an employee becomes sick during the work day and stops working, only the amount of time not worked will be charged to accrued sick leave. For example, an employee who works for two hours before stopping will have the remaining six hours of the shift charged to accrued sick leave. If the employee does not have accrued sick leave, he/she shall only be paid for the two hours worked.

E. With respect to days of absence for which the employee is entitled to receive salary continuation payments from Workers' Compensation, the employee must first use accumulated sick leave to the extent it is available. When the Employer is reimbursed for a portion of these payments by its insurance carrier, it will restore an equivalent amount of sick leave to the employee's bank. For example, if the employee earns \$750 per week and the Employer receives \$600 in reimbursement, the employee's sick leave bank will be credited with 4 sick leave days. If the Employer receives \$500, the employee will be credited for 3 1/3 sick leave days.

F. Employees eligible for sick leave credit shall receive a day's regular pay for each day of sick leave not taken from the sick leave days accrued by the Employee during the calendar year. Such payment shall be made to the Employee prior to the end of January for the following calendar year (i.e., prior to the end of January 2008 for sick

leave days earned but not used in 2007). Employees are not entitled to be paid for sick leave accrued in previous years. An employee who is out on sick leave 12 or more days in a calendar year is not entitled to any payment under this provision. Pay under this provision may be declined by the Employee, in which case sick leave days not taken during the calendar year shall accrue to the Employee in accordance with Section C of this Article. Payments under this provision shall be made in a separate check.

#### ARTICLE 18 - PENSION

A. The Employer's payment to the Pension Fund will be on a monthly basis.

B. The Employer will contribute to the United Wire, Metal and Machine Pension Fund six and one-half (6 1/2%) percent of gross pay per week per employee covered by this Agreement. Contributions on behalf of all regular full-time and part-time and probationary employees will begin with the first week of employment.

#### ARTICLE 19 - HEALTH AND HOSPITALIZATION INSURANCE

The following sections A, B and C shall be in effect through December 31, 2007:

A. The Employer shall continue to provide its United Healthcare Basic Medical Expense Coverage (hospitalization and physician) and United Healthcare Major Medical coverage, or substantially equivalent coverage, on an individual basis and for families to full-time employees hired prior to July 1, 1997, upon completion of their

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probationary period (3 months of employment), at no cost to the employee for the duration of this Agreement.

B. The United Healthcare Comprehensive Medical Insurance, or substantially equivalent coverage, will contain the following provisions:

1. A deductible of two hundred dollars (\$200) per person, per calendar year with a maximum of five hundred dollars (\$500) per family, per calendar year.
2. After the deductible is met, the plan pays eighty (80%) percent of the remaining expenses and the employee pays twenty (20%) percent for all expenses which previously were reimbursed at one hundred (100%) percent. Except for this change and the increased deductible, all services shall continue to be reimbursed according to the schedule of allowances provided in the plan.
3. The out of pocket maximum, including the deductible, will be one thousand dollars (\$1,000) per individual per calendar year, and two thousand dollars (\$2,000) per family per calendar year for expenses covered by the plan. After the maximum is met, covered expenses are reimbursed at one hundred (100%) percent up to the lifetime maximum of \$250,000 per person, except that the first 201 days in-patient room, board, general nursing care and routine services and supplies at hospitals are not counted towards the lifetime maximum.
4.
  - a. Non-duplication coordination of benefits.
  - b. Hospital precertification.
  - c. Outpatient precertification.
  - d. Managed second opinion.
  - e. Individual case management.

C. Full-time permanent and temporary employees hired on or after July 1, 1997, who are eligible may enroll in Health Maintenance Organization (HMO) plans in which the Employer participates. Participation in these plans is at the option of the

employee and is in lieu of participation in the Employer's other health and hospitalization insurance plans. The Employer will contribute up to the same dollar amount towards the cost of the type of coverage selected (individual, husband and wife, individual with child, and family) as it does for that type of coverage under the United Healthcare health and hospitalization insurance plan available to full-time permanent unit employees. The difference, if any, between the dollar amount contributed by the Employer and the cost of the type of coverage selected shall be paid by the employee.

D. Effective January 1, 2008, all full-time employees who have passed probation are to be covered by the current Aetna HMO, at no cost to the employee. If the Aetna HMO becomes unavailable to NYU, substantially equivalent coverage will be provided at no cost to the employee.

#### ARTICLE 20 - DENTAL PLAN

The University will continue to provide its Met Life Dental Assistance Benefits Plan, or equivalent coverage, (including the provisions setting forth exclusions, limitations, deductibles and the one year of service requirement) on an individual basis to full-time employees at no cost to the employees. Coverage for the family of a full-time employee is permitted on a shared cost basis. The contribution for family coverage is eight dollars (\$8.00) per month. The University shall continue to provide the same coverage that it provides for administrators for the duration of this Agreement.

ARTICLE 21 - GROUP LIFE INSURANCE

A. The Employer shall grant \$20,000.00 of the Employer's group life insurance coverage at the Employer's expense to all full-time employees covered by this Agreement upon the completion of the three months probationary period of employment.

B. Optional additional amounts will be available to full-time employees in \$5,000 increments, up to a maximum of \$40,000, on a cost-shared basis, with the employee paying two-thirds of the cost and the University paying one-third.

C. New employees have 30 days after completion of the probationary period to enroll without proof of insurability.

D. Employees who choose not to elect voluntary coverage during the initial enrollment period available to them will have to show proof of insurability at a later date.

ARTICLE 22 - MEDICAL CENTER SERVICES

The Employer shall continue to contribute three dollars (\$3.00) per month for each full-time employee who has completed his probationary period to the United Wire, Metal and Machine Health and Welfare Fund to provide such employees with the medical procedures, x-ray procedures, laboratory procedures, and specialty consultations offered by the Medical Center of said Health and Welfare Fund.

ARTICLE 23 - COMMUTATION EXPENSE REIMBURSEMENT ACCOUNTS

Effective January 1, 2003, the University will make available to employees the same commutation expense reimbursement accounts that it makes available to administrators.

ARTICLE 24 - LAYOFFS AND DISCHARGE

A. In case of layoffs of employees, wherever compatible with the work requirements, which compatibility shall be judged solely by the Employer, seniority shall prevail.

B. The Employer has the right to discharge, suspend, or discipline any employee for just cause. Notice of any suspension or discharge will be sent to the Union and appropriate shop steward but failure to do so may not be the basis for setting aside or reducing the disciplinary action or for any penalty against the Employer.

ARTICLE 25 - JOB OPENINGS

A. The Employer shall post on suitable bulletin boards all openings and vacancies in jobs covered by this Agreement to provide the employees opportunities to be considered for such job openings and vacancies. The Employer shall provide forms to be used in making bids and shall notify employees in writing as to whether their bid is successful or not, or is still being considered, within ten (10) working days of receipt of

the bid. Unsuccessful applicants, who have not previously been told, will be notified within five (5) working days of the date the job is filled.

B. Notwithstanding the addition of the "General Foreperson" classification to Articles 1 and 5, the University shall have the sole discretion to select individuals for such position(s) and it is not required to replace employees if the position(s) becomes vacant.

#### ARTICLE 26 - SENIORITY

A. The Employer agrees in principle that senior employees covered by this Agreement may select their preferred shifts when vacancies occur provided it is practical or possible without impairing the efficiency of the work or the operation of the building. For purposes of layoff, decrease of the working force, and recall to work of employees who have been laid off, consideration shall be given to the employee's length of service in the particular classification of work and his ability to perform the work involved. Where factors other than length of service are relatively equal, an employee with the greatest length of service shall be given preference,

B. When used in this Agreement in connection with layoff, decrease of the working force, recall, selection of shifts when vacancies occur, and choice of vacation period, seniority shall mean an employee's length of service within a particular job classification in the bargaining unit covered by this Agreement.

#### ARTICLE 27 - PROMOTIONS AND FILLING VACANCIES

Promotions to the jobs covered by this Agreement, the filling of vacancies, and newly created jobs covered by this Agreement shall be based on proven ability and bargaining unit work experience. However, an employee may be disqualified by disciplinary action taken within the previous year or a pattern of attendance that indicates abuse of the Employer's sick leave program or reasonable attendance requirements rather than bona fide illness or injury. Where ability and experience are relatively equal, classification seniority shall govern among those already employed and preference shall be given to incumbents over new hires or applicants from outside the bargaining unit.

#### ARTICLE 28 - DEATH IN THE FAMILY

An employee may be excused from work for a maximum of three (3) days with pay following the death in the immediate family. The employee will be paid for any of the three (3) days on which he was scheduled to work or receive holiday pay. Immediate family includes grandparent, parent, parent-in-law, brother, sister, husband, wife or child.

#### ARTICLE 29 - CALL IN

Each employee who is called in to work at the Employer's request for some time other than his regular shift and who has not been notified not to report, or a valid attempt to make such notification within a reasonable time before the employee is due to report has not been made by the Employer, shall be guaranteed four (4) hours of work.

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### ARTICLE 30 -REPLACEMENTS

Employees when required to perform a higher rated bargaining unit job (including foreperson's position) as a temporary assignment shall be paid the minimum rate for the higher rated job, if the following conditions have been met:

1. The employee must have been assigned at the specific request of the Employer;
2. The employee must actually perform those duties normally undertaken by the employee holding the job he/she is filling on a temporary basis;
3. The employee must perform the duties of the higher rated position for one full shift or more.

### ARTICLE 31 - JURY DUTY

Employees called for jury duty shall receive, for each day of the workweek that they are required to qualify, report or serve on a jury, the difference between eight (8) hours of straight-time pay and their per them compensation for jury service. The Employer may require certification of such jury service of the employees.

### ARTICLE 32 - EMPLOYEE ILLNESS OR INJURY

An employee who is injured during working hours shall receive the rest of the day off without loss of pay or deduction from sick leave, provided that the injury is such that the Employer's Health Service orders the employee not to return to work.

ARTICLE 33 - BARGAINING UNIT WORK

A. Supervisors as defined in the Labor Management Relations Act, who are hired after January 29, 1972, may perform bargaining unit work and need not become members to the bargaining unit provided, however, that the total number of supervisors, as so defined, who are not members of the bargaining unit but who perform bargaining unit work (whether hired after January 29, 1972 or whether hired prior to that date) shall not be more than the number derived by applying a ratio of one such supervisor to each sixteen bargaining unit employees.

B. NYU students may do painting work between June 1 and August 31 of each year without being covered by or in violation of the collective bargaining agreement. Preference in hiring among qualified applicants will be given to students who are children of University employees.

ARTICLE 34 - NO DISCRIMINATION

There shall be no discrimination, as defined by applicable federal, New York State and New York City laws, against any present or future employee by reason of sex, sexual orientation, age, race, creed, color, religion, national origin, physical or mental disability, or union membership.

ARTICLE 35 - SHOP STEWARDS

A. The Employer recognizes the right of the Union to designate eleven (11) shop stewards. The negotiating committee shall consist of seven (7) stewards to be elected by the shop stewards. The Union shall advise the Employer as to the identity of the stewards. The stewards shall be from the groupings and in the numbers shown below:

- 5 - Building Operators/Refrigeration Engineers
- 2 - Utility shop
- 1 - Central Plant
- 1 - Dental Center
- 1 - Sterling Forest
- 1 - Other

B. A shop steward will be excused from work on straight time pay to represent an employee or the Union at a step one or step two grievance hearing, an arbitration hearing, or to be present at an investigatory interview of an employee in a matter that could reasonably result in his being disciplined and who requests Union representation.

C. A shop steward will be excused from work on straight time pay to investigate grievances provided:

1. A written grievance has been filed and is shown to the shop steward's manager.
2. The shop steward gives his manager a reasonable explanation of why an investigation is necessary.
3. The steward gives his manager as much notice as possible.

4. The steward would not be absent from his work assignment for an excessive amount of time or at a time that would be disruptive to the operational needs of his unit.
5. The steward does not request more than two hours of paid time per month to investigate grievances, and there are no more than four occasions per month when the steward would be away from his work assignment.

#### ARTICLE 36 - LEAVE OF ABSENCE

##### A. Personal Leave

On reasonable written notice to the Employer, setting forth good personal reason, employees having three (3) years or more of plant seniority shall be granted one (1) unpaid personal leave of absence not to exceed three (3) months; such leave may be extended by the Employer. Seniority shall accumulate during the first and initial leave in the term of the Agreement, but shall not accumulate during any extension.

##### B. Sick Leave

A regular, full-time employee with at least one (1) year of continuous service and who has exhausted accumulated sick pay will be granted a leave of absence without pay not to exceed three (3) months in case of bona fide illness or injury upon appropriate medical certification. Unpaid sick leave, under the conditions described above, of up to twelve weeks duration may be taken in each rolling twelve month period, i.e. an employee's eligibility would be measured by computing the amount of leave taken in the preceding twelve months. A request for a three month renewal supported by appropriate medical certification will not be unreasonably denied. For employees with ten (10) or

more consecutive years of service, a request for up to an additional six (6) months supported by appropriate medical certification will not be unreasonably denied.

#### ARTICLE 37 - LICENSES

All refrigeration engineers are to have the appropriate license.

#### ARTICLE 38 – DRUG / ALCOHOL TESTING

If a supervisor and a shop steward agree that reasonable cause exist to believe that an employee is under the influence of drugs or alcohol while on the job and is impaired in his ability to perform his job, the employee may be required to give urine or breath for testing. If the supervisor and steward are not able to agree, a sergeant from the Department of Public Safety will make the determination. No blood samples will be required. Where testing and/or the employee's conduct show that his ability to perform his job is impaired, he may be required to take rehabilitation treatment before returning to work.

#### ARTICLE 39 - SAVING CLAUSE

In the event that any legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

Upon a clause being so invalidated, the parties to this Agreement shall meet in order to negotiate a replacement at no greater cost to the Employer. If the parties fail to

reach an agreement as to a replacement clause, the matter may be submitted to arbitration as provided for in this Agreement.

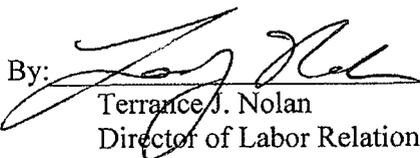
ARTICLE 40 - TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2007 to and including June 30, 2013. Sixty (60) days prior to the expiration of the Agreement, the parties hereto shall commence negotiations for an agreement to become effective July 1, 2013.

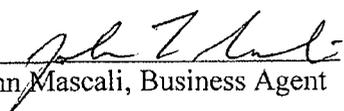
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

9 day of June, 2008.

NEW YORK UNIVERSITY

By:   
Terrance J. Nolan  
Director of Labor Relations

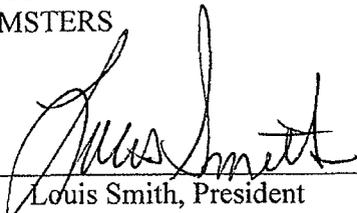
Recommended by:

  
John Mascali, Business Agent

LOCAL 810, STEEL, METALS, ALLOYS  
AND HARDWARE FABRICATORS AND  
WAREHOUSEMEN, affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

Committee:

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By:   
Louis Smith, President