

COLLECTIVE BARGAINING AGREEMENT

Between

**ALBERT EINSTEIN COLLEGE OF MEDICINE
Of Yeshiva University**

And

1199 SEIU UNITED HEALTHCARE WORKERS EAST
310 West 43rd Street New York, New York 10036

June 1, 2009 through April 30, 2015

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AGREEMENT between **ALBERT EINSTEIN COLLEGE OF MEDICINE OF YESHIVA UNIVERSITY** (located at 1300 Morris Park Avenue, Bronx, New York) referred to as the Employer, the College or AECOM, and **1199 SEIU UNITED HEALTHCARE WORKERS EAST**, (located at 310 West 43rd Street, New York, New York), referred to as the Union, covering the period **JUNE 1, 2009 THROUGH April 30, 2015.**

ARTICLE I
RECOGNITION AND COVERAGE

- A. The employer recognizes the Union as the exclusive representative for the purpose of collective bargaining for service, technical and clerical Employees of the College in the job classifications listed in Stipulation I and employed at: College of Medicine Campus, Neighborhood – Service Centers, Jacobi Medical Center (Jacobi and Van Etten), other existing Satellites, and Satellites transferred to, or established at other locations, with the exception of those affiliates of the College already bargaining collectively with the Union or where another arrangement is mutually acceptable to the parties. In addition, the unit will include certain Employees on the budget of Yeshiva University who work in the office of Development and are now and who remain physically located at the AECOM campus on a permanent basis and who were, previous to coming to AECOM, part of the 1199 bargaining unit at Yeshiva. The Employer also recognizes the Union as the exclusive representative for purposes of collective bargaining for Employees in the job classifications listed in Stipulation I who work in the Engineering Department at the College of Medicine Campus or, unless limited by law or by contractual obligations with government entities, any expansion or change in its College of Medicine Engineering Department and to any transfer in location of that Department within the City of New York. In the event there is a dispute with respect to this clause, the parties shall submit the dispute to arbitration, as in Article XXIX. The arbitrator may use any standards and consider any factors in determining the issues in dispute, including whether the Employees shall be covered under this or another Agreement with the Union.
- B. Excluded from coverage are:
1. Supervisors. This term shall be defined as referring to Employees with actual supervisory responsibility (not merely “lead role”) in regard to hiring or disciplining. Such responsibility must involve de jure or de facto supervisory responsibility such as would require independent judgment rather than merely carrying out orders of another.
 2. Confidential Employees. This term shall be defined as referring to Employees with actual confidential role that involves access to confidential information that relates to the bargaining position of management on labor relations matters. Confidential secretaries (or other confidential Employees) shall only exist if they report to individuals in the same titles (or report to newly created titles at the same level) as those having as of October 22, 1986, confidential Employees, e.g., secretaries to Assistant Deans or Department Chairpersons. However, it shall be understood that the contractual provision allowing confidential secretaries to all persons in titles

that have confidential secretaries shall be limited by the requirement that the creation of a confidential job when it is as a replacement for an occupied bargaining unit position cannot occur until the occupant leaves or is offered another bargaining unit job with no loss of salary.

3. Administrators. The term shall be defined as Employees with actual administrative responsibility to make independent judgment on significant financial matters for the unit, such as in regard to budget recommendations or personnel decisions of the unit. The only individuals excluded because of administrative authority will be all administrators (regardless of specific titles) in positions which are excluded as of October 22, 1986 with the specific exception of the replacement for the administrator in the Division of Endocrinology.
4. Part-time Employees (those working seven (7) hours or less). (In the Engineering Department, those working less than 15 hours per week.)
5. Trainees who are being educated or trained in a structured and limited program to assume jobs outside of the Institution.

Full-time students at the Albert Einstein College of Medicine (including the Sue Golding Division) who were not members of the 1199 bargaining unit at the College prior to becoming students at the College who during the time they are students undertake work otherwise covered by the 1199 contract with the College shall be considered as trainees excluded from coverage under the Contract in all instances where their employment is primarily intellectual in nature or involves designing or conducting research activities (with any related work of a typical bargaining unit nature being secondary in importance). The trainee exclusion does not apply to students at the College who were not members of the 1199 bargaining unit prior to becoming students at the College only if they perform work in a bargaining unit position for more than an average of seven (7) hours per week in a calendar quarter and such bargaining unit position is of a routinely manual or clerical nature (e.g., groundskeeper, mail clerk), or their employment causes the layoff of a bargaining unit member in such position. In addition, such students who serve as computer liaisons shall be covered by the Memo of Agreement on the Computer Center dated April 26, 1988. Students at the College who were members of the 1199 bargaining unit at the College prior to becoming students at the College and who are hired in bargaining unit positions during the time they are students at the College shall be treated the same as all other Employees in the bargaining unit for all purposes including entitlement to tuition reimbursement under the provisions of the contract.

6. Temporary Employees (hired as such for a period not to exceed 3 months). (In Engineering Department, for a period not to exceed 4 months.) Temporary status for temporary workers replacing those on approved leave of absence will continue for duration of the leave.
7. It is not the Union's intention to seek for the bargaining unit positions that are

granted faculty appointments within the legitimate process for making faculty appointments. The Union, however, reserves the right to challenge a faculty appointment that is intended as a subterfuge for removing members' jobs from the bargaining unit.

- C. Wherever the word "employee(s)" is used in the Agreement, it shall mean Employee(s) in the bargaining unit.
- D. If an applicant is selected for an AECOM position that has been in the bargaining unit, such position shall not be removed from the bargaining unit during the term of the contract unless there is a substantial change in duties. In the event of such withdrawal discussion will be held between the College and the Union and if no agreement is reached the matter shall be submitted to arbitration, and the position will be excluded from the bargaining unit unless and until an arbitrator's decision is issued to the contrary.

Monitoring and Enforcement of Recognition Provisions

Notice to the Union of a possible issue relating to Article I, Section D will not be considered as evidence that the Employee involved is or is not a replacement for a bargaining unit member. With that understanding, the College will pay special attention to the requirements of Article I D and will provide the Union with notice wherever the Employee involved may reasonably be construed by the Union as a replacement for a bargaining unit member, even though the college does not agree that this is the case.

ARTICLE II **UNION SECURITY**

- A. All Employees on the active payroll as of June 1, 2009 who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.
- B. All Employees on the active payroll as of June 1, 2009 who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, except those who are required to become members sooner under the expired Agreement, who shall become members on the earlier applicable date, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- C. All Employees hired after June 1, 2009 shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- D. All Employees shall be given a check-off card using a form supplied by the Union to the Employer to sign at the time of employment when other forms are filled out or as

soon thereafter as reasonably practicable.

- E. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he* tenders his periodic dues and initiation fee uniformly required as a condition of membership.

*Wherever the word "he" is used in the Agreement, it shall mean he/she.

- F. Subject to the grievance and arbitration provisions of this Agreement, an Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
- G. The Union agrees that it will indemnify and hold the College harmless from any recovery of damages sustained by reason of any action taken under this Article.
- H. The College shall provide the Union monthly with a list of the names of new Employees filling bargaining unit positions (with their date of hire, job classification, building and room location) and a list of Employees terminated from bargaining unit positions (with their date of termination as well as the information indicated above).

ARTICLE III **CHECK-OFF**

- A. Upon receiving a voluntary check-off card from an Employee, the Employer shall deduct dues and initiation fee, as fixed by the Union, from the monthly wages of such Employee. Deductions shall be made the first pay day of each month.
Upon receipt of a written authorization from an Employee the College shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first period following the completion of the Employee's first thirty (30) days of employment, the sum specified in said authorization and remit same to the 1199 Credit Union to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the College. The Employer shall submit Credit Union deductions to the Credit Union within two (2) weeks of said deduction.

Upon receipt of a written authorization in the form annexed hereto as Stipulation IV from an Employee, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit same to the 1199 Political Action Fund as the Employee's voluntary contribution to said Fund.

Each month, the College shall remit to the Union all deductions for dues and initiation fees made from the wages from whom dues and/or initiation fees have been deducted.

It is the Agreement of the Employer and the Union to implement electronic

transmission of dues remittances and reports and to streamline reporting requirements. The Employer and the Union will meet to discuss the most practicable implementation program to achieve this objective.

- B. The Employer's obligation to check-off shall end upon termination of employment or transfer out of the bargaining unit, and shall not be in effect during layoff or official leave.
- C. The Union will indemnify and save the Employer harmless from any action growing out of these deductions. The Union assumes full responsibility for the deductions turned over to it by the Employer.

ARTICLE IV **NO DISCRIMINATION**

The College and the Union agree that the provisions of this Agreement will continue to be applied without discrimination because of race, **color**, religion, national origin, sex, creed, political belief, union activity, age, sexual orientation, marital status, citizenship status, prior addiction, prior criminal record, disability or veterans and disabled veterans status in hiring new Employees or in continuing the employment of any Employee. This provision shall not be interpreted to require that such criteria be disregarded where such criteria have a relationship to the qualifications of a particular job. The Employer will instruct its supervisory and managerial staff that sexual harassment will not be permitted or tolerated, and will remind its management and supervisory staff of its policy through its annual policy statement on Nondiscrimination, Affirmative Action and Sexual Harassment.

ARTICLE V **TEMPORARY EMPLOYMENT AND AGENCY WORKERS**

- A. A Temporary Employee is one who is hired for a period of up to three months (excluding Engineering Department Employees to whom this Article is not applicable). Said temporary period shall be extended for the duration of a leave of absence of the Employee being replaced, however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period.
- B. Temporary Employees hired for special projects or as replacement for Employees on leave of absence shall be hired at the rate of the job being performed. Temporary Employees hired as a summer replacement shall be paid the minimum contractual rate for the job category in which they are working, unless qualified and performing in a higher job in which event they shall receive the contractual job rate. Students performing services on a temporary basis as a part of a training program are excluded from the provisions of this contract.
- C. After three (3) months of temporary status or upon transfer to permanent status in other than the same job classification, whichever occurs sooner, the Employee shall receive retroactively to the initial date of continuous employment the contractually accrued benefits for sick leave, vacation and personal days. All other benefits

commence on the first day following three (3) consecutive months of temporary employment or the date of transfer to permanent status whichever occurs sooner.

- D. If a temporary Employee becomes a permanent Employee in the same job classification, the time served as a temporary Employee shall be credited toward the probationary period. In all other cases the full probationary period shall be applicable.
- E. A temporary Employee who becomes a permanent Employee in the same job classification shall be credited retroactive to the last date of hire with all benefits for which he/she would have been eligible if then hired as a permanent Employee.
- F. Before a temporary Employee fills a permanent job, said job shall be posted in accordance with the contract. If a permanent position becomes vacant, the temporary replacement for an Employee on leave of absence in the same classification as the vacant position will be given primary consideration for the permanent position before an applicant who is not an Employee of the College.
- G. The College shall not assume any termination or severance obligations to persons who have been hired to replace Employees who have been granted leave of absence hereunder. Such replacement Employees shall be notified of their temporary status at the time of their hire.
- H. Limiting Use of Temporary and Agency Workers

1. The Employer agrees to notify and utilize the 1199 Employment Service in accordance with the provisions of Article XXXIV for all short-term University/Affiliation Funded positions for 1/5 of the work week or less. If the position must be filled prior to 72 hours from the time the Employer's Human Resources Department is notified of the opening, the 1199 Employment Service will be so notified of the time requirement for referrals.

2. Prior to hiring temporary Employees to fill University/Affiliation Funded temporary positions, the Employer shall:

- a. Notify 1199 of a position being offered per the above;
- b. Offer the position to a qualified Employee who must immediately accept the offer. If that Employee does not have recall rights to the particular job, that individual is on a probationary basis, if applicable;
- c. Offer the position so that the senior incumbent part-time Employee in the same job classification who commits to covering the entire shift for the duration of the opening may accept within 72 hours of the posting. Said part-time Employee shall have the right to return to his or her former position at the end of the temporary position if it doesn't interfere with operational needs if also applicable.

d. Utilize the 1199 Employment Service in accordance with the provisions of Article XXXIV.

3. Temporary vacancies and emergency temporary vacancies.

a. The Employer shall fill University/Affiliation funded positions (positions for which the Employer is actively recruiting for which no Employee at the Institution has exercised recall rights) in the following order:

(1) Offer the position so that the senior incumbent part-time Employee in the same job classification who commits to covering the entire shift for the duration of the opening may accept the position within 72 hours of the posting. Said part-timer shall have the right to return to his or her former position at the end of the temporary position if it doesn't interfere with operational needs.

(2) Utilize the 1199 Employment Service as provided in 1 above.

4. An agency worker may be used to fill temporary positions as defined above if the Employer is unable to fill the temporary positions from the sources listed above.

5. Effective October 1, 1992, any Employee hired to work 1/5 or less of the regular full-time work week for his/her classification shall be covered by this agreement during that period if he/she works more than 16 shifts within any period of up to 13 weeks. Bargaining unit coverage shall be retroactive to the first day of the 13-week period.

6. If the Human Resources Department selects or designates an agency worker to act as a "floater" that is, to move from one temporary position to another (as opposed to independent decisions by different faculty members, investigators or supervisors to select an individual who happens to have worked elsewhere at the College), such floater, after working three (3) consecutive months at the College, shall be subject to Article V of the contract on temporary Employees.

ARTICLE VI

PROBATIONARY PERIOD

A. Newly employed technical, speech pathologists, audiologists and psychology personnel shall serve a probationary period of ninety (90) days from the date of hiring, exclusive of absences for any cause. All Engineering Department Employees shall serve a probationary period of one hundred and eighty (180) days from the date of hire, exclusive of absences for any cause. Social Workers and Physician Assistant shall serve a probationary period of six (6) months from the date of hire, exclusive of absences for any cause.

Engineering Department Employees, for whom the probationary period is six months shall be eligible to receive vacation and/or sick days in keeping with the provision of Article XIII and Article XVII after completion of 90 days from date of hire exclusive of absences for any cause. In the event that any such Employee fails to complete their probationary period, any vacation days or sick days extended shall be deducted from

the final wage payment and the Employee shall so authorize in advance.

Other newly employed personnel shall serve a probationary period of sixty (60) days from the date of hiring, exclusive of absences for any cause.

During the probationary period, any Employee may be discharged at the will of the College and such discharge shall not be subject to the grievance and arbitration procedure provided in this Agreement.

- B. All Employees terminated for any cause shall serve another probationary period upon being rehired. All Employees laid off and recalled shall, however, not serve another probationary period, except for personnel laid off from a research project and recalled for any category of work in another research project.
- C. Upon completing the probationary period, each Employee shall be entitled to sick leave, vacation, holidays, personal days and seniority retroactive to the date of hire. However, Social Workers and Physician Assistants (whose probationary period is six months) shall be eligible to receive sick days after completion of 90 days from date of hire exclusive of absences for any cause.

In the event that any such Employee fails to complete their probationary period, any such days extended shall be deducted from the final wage payment.

- D. Where the College and 1199 have agreed to extend the probationary period of an Employee:
 - 1. The Employee's entitlement to health and pension benefits remains the same as though there was no extension of the probationary period.
 - 2. The Employee's salary will be increased by twenty dollars a week after the initial probationary period regardless of an extension of the probationary period. In addition, the Employee will be entitled to sick leave and legal holidays as of the initial date of the extension of the probationary period.
 - 3. Upon successful completion of the probationary period, the Employee shall receive retroactively to the initial date of continuous employment, the contractually accrued benefits of vacation days and personal days.

ARTICLE VII **WAGES AND MINIMUM**

A. Wages

- 1. Effective December 1, 2009, the full value of the three percent (3%) wage increase scheduled for December 1, 2009 shall be used to increase contribution rates necessary to support the 1199 SEIU Benefit and Pension Funds ("NBF and PF"). As a result, there shall be no increase to the minimum rates and steps as of December 1, 2009.

2. Effective December 1, 2010, the full value of one percent (1%) of the three percent (3%) wage increase scheduled for December 1, 2010 shall be used to increase contribution rates necessary to support the NBF and PF. The remaining two percent (2%) of the scheduled December 1, 2010 wage increase shall be paid effective March 1, 2011. As a result there shall be no increase to the minimum rates and steps as of December 1, 2010.
3. Effective March 1, 2011, each employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of two percent (2%) of his/her February 28, 2011 base weekly rate. The minimum rates and steps shall be increased by the across-the-board two percent (2%) wage increase.
4. Lump Sum Wage Payment August 1, 2012
 - a. Effective with the first payroll period following August 1, 2012, each full-time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a lump sum payment equal to two and one half percent (2.5%) of his/her base annual pay in effect on the day prior to the effective date of August 1, 2012. The payment shall be prorated for part-time Employees based on the average hours actually worked during the foregoing ninety (90) day period (or the ninety (90) day period referred to in Section 4(c) below, where applicable).
 - b. The lump sum shall not be considered as pay for any purpose, including payment of contributions to, or benefits provided by, the Union Funds, or purposed of overtime, shift or other differentials or any form of premium pay.
 - c. The term "employed" as used in this section A(4) c shall include all periods of paid leave an for this purpose only: (i) a period for which the Employee is entitled to receipt of disability or workers compensation payments from the NBF or other insurance paid for by the Employer, and (ii) a period of unpaid leave of absence or layoff, provided, however, that individuals who were on an unpaid leave of absence or layoff (with recall rights) on the first pay period following August 1, 2012 must return to work to a regular full-time or regular part-time position at the end of the leave, or, in the case of layoff, before their recall rights have expired, and works for a period of ninety (90) days following such return.

- d. The August 1, 2012 lump sum payment shall be in a separate check subject to the standard bi-weekly paycheck withholdings and that it shall be fair and consistently applied.
- 5. Effective October 1, 2013, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of two and one half percent (2.5%) of his/her September 30, 2013 base weekly rate. The minimum rates and steps shall be increased by the across-the-board two and one half percent (2.5%) wage increase.
- 6. Effective October 1, 2014, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of two and one half percent (2.5%) of his/her September 30, 2014 base weekly rate. The minimum rates and steps shall be increased by the across-the-board two and one half percent (2.5%) wage increase.

B. Minimums

- 1. Minimum Rates during the First Year of Employment for Newly Hired Employees is as follows:
 - a. Employees Hired before March 1, 2011 shall continue to receive, during the first year of employment, a base weekly rate which is three percent (3%) less than the minimum weekly rate for his/her job classification.
 - b. Employees hired on and after March 1, 2011, but before October 1, 2013, shall receive, during the first year of employment, a base weekly rate which is two percent (2%) less than the minimum weekly rate for his/her job classification.
 - c. Employees hired after October 1, 2013, shall receive, during the first year of employment, a base weekly rate which is two and one half percent (2.5%) less than the minimum weekly rate for his/her job classification.
 - d. The \$20 per week reduction under Article VII, F 6 shall continue.

- C.** All dollar amounts indicated above for part-time employees shall be pro-rated.
- D.** An Employee, when required to work at a higher rated job, shall be paid his/her rate or the rate for the other job, whichever is higher, after a total of five (5) days work in such higher classification in each contract year.
- E.** Upon the College being advised by the appropriate city official that a clinical technician can function as a clinical technologist or a clinical technician at the level of Grade V, upon receipt of notification that he has passed the test rather than getting

the formal license, then in that event, such Employee shall receive the rate of pay for the higher grade upon receipt of such notification. In order to continue to be eligible for licensure pay (i.e., Grade V Technician or Grade VI Technologist) the Employee must present evidence of maintaining current status of the license annually.

Notwithstanding any other provision of this Agreement, it is understood and agreed that any Employee who, as of June 30, 1974, has been certified by the City of New York as a Clinical-Technologist and is working as a Laboratory Technician in the Department of Laboratory Medicine shall, effective July 1, 1974, be classified as Laboratory Technologist, Grade VI, and paid at the minimum rate provided in that agreement for such job classification. It is further understood that there shall be no further automatic advancements from Technician to Technologist other than those set forth in the preceding paragraph.

- F.** Pay checks shall be dated the day when issued.
- G.** If new job classifications are established during the term of the contract and no agreement is reached concerning the appropriate rate, such rates shall be subject to the grievance and arbitration procedure.
- H.** The Secretarial Classification System is contained in Stipulation III.
- I.** Employees shall receive as much notice as is legally permissible up to two (2) weeks prior to deductions (tax lien, garnishee, etc.) being taken from an Employee's wages.
- J.** Those Employees that advise the College in writing that for a period of not less than one year they irrevocably choose to have their pay checks mailed on pay day to a specified bank account at a specified bank shall be so accommodated to the degree possible. The Employee shall so specify that they wish to receive their checks in such manner knowing that they will receive no time off to cash checks so mailed.

ARTICLE VIII
HOURS AND OVERTIME

- A. The regular work week shall be thirty-five (35) hours consisting of five days of seven hours each.
- B.
 - (1) The regular work week for Employees hired and included in the bargaining unit prior to October 1, 1978, (excluding Engineering Department employees to whom Section B 1 & 2 of this Article does not apply) shall be reduced by one hour per day from July 1 through Labor Day where it is possible to do so; where it is not, four (4) free days off at the Employee's regular rate of pay shall be provided.
 - (2) For employees hired on or after October 1, 1978, the following provisions shall prevail with regard to work schedules from July 1, through Labor Day.
 - (a) Only Employees whose primary work location is not air conditioned shall have their work day shortened or receive heat days in lieu thereof.
 - (b) No shortened workday schedules or heat days in lieu thereof shall be granted to any Employee until the Employee has completed one year of service.
 - (c) Each Employee hired after October 1, 1978 who is entitled to have days in lieu of shortened hours shall receive three (3) days off with pay at his/her regular rate of pay.
- C. Work performed beyond the regular work week; that is, 35 hours per week shall be paid at time and one-half the regular rate of pay, or, where mutually agreeable, to compensatory time at time and a half or a combination of time and pay equivalent to time and a half. In computing overtime, sick and condolence leave, holidays, jury duty, vacation days, or approved leaves with pay shall be deemed part of the work week.
- D. Employees are eligible for overtime pay only for those hours authorized by the Department. The College shall be the sole judge of the necessity for overtime.

Where overtime work is required in any department by the employer and where there are sufficient volunteers in a unit for overtime, available overtime will be assigned on an equitable basis among those volunteers, so long as the operating needs of the unit are met. The operating needs of the unit include such factors as reliability, ability to handle the special functions or projects involved, skills, experience and relevant disciplinary actions within the past six months.

If there are more of such volunteers than necessary, then each work assignment shall be totaled among them following a seniority order. If there are less of such volunteers than necessary, then in addition to such volunteers, work shall be assigned to other

Employees in the appropriate classification in the unit considered able by the supervisor to do the work involved on overtime following inverse seniority rotation.

- E. In research groups and for psychology personnel, the informal arrangement for hours of work shall be continued as mutually agreeable.
- F. There shall be no pyramiding in the computation of overtime.
- G. The College agrees to continue to provide Employees with a reasonable time to cash pay checks. When a holiday falls on a payday the following rules will apply: When one of the Jewish Holidays fall on a payday in a unit closed for the holiday so that checks are delivered on the day prior to the holiday, time will be provided for check cashing unless an Employees work day is shortened by the College without a reduction in his regular wages. Any Employee benefiting from an early closing on the day checks are delivered will not be eligible for check cashing time. When a College-wide holiday falls on a payday time will be given for check cashing unless an Employee's work day is shortened by the College without a reduction in his regular wages.
- H. For speech pathologists and audiologists, the informal arrangement currently existing for pay for hours of Audiologists required to cover evening office hours shall continue as mutually agreeable. Employees working these hours will not be eligible for shift differential. Employees who are dismissed early on those evenings will have those hours not worked counted toward the calculation of overtime should they work in excess of 35 hours in a given week.

ARTICLE IX
REPORT PAY

- A. If an Employee (other than in the Engineering Department) is told to report to work, on other than an established part time schedule, the Employee shall receive no less than three (3) hours pay at the regular rate. If such Employee is told to report to work within eighteen (18) hours of the time the actual work scheduled to begin, he shall receive a minimum of four (4) hours pay at the regular rate. The above provisions do not apply where such work continues into or extends after the Employee's normal work schedule in which event he shall be paid only for actual hours worked. Should such hours exceed the normal weekly full-time work schedule for such position, such hours will be compensated for at time and one-half the regular rate. There shall be no pyramiding of pay under this provision.
- B. An Employee in the Engineering Department engaged in plumbing, electrical and refrigeration activities may be designated as being on-call for a seven (7) consecutive day period. At all times during such period, the Employee shall leave with the Engineering Department the telephone number where he can be reached. An Employee designated as being on-call will receive twenty-one (21) hours additional base pay for the seven (7) day period, whether or not he is called in. If the designated on-call Employee cannot be reached on even one occasion, he will forfeit

twenty-one (21) hours additional pay for that period, except that the Employee will not forfeit twenty-one (21) hours additional pay if he can prove that the inability of the College to reach him was completely not his fault and beyond his control. If the designated on-call Employee is called in, he will, in addition to qualifying for the twenty-one (21) hours on-call pay, be paid at time and one-half his regular rate of pay for all hours worked on other than his regular shift with a guaranteed minimum of four (4) hours. If, at any time during the seven (7) day period, the designated Employee could not be reached, then only the guaranteed minimum four (4) hours premium pay will apply. There shall be no pyramiding of pay.

ARTICLE X
SHIFT DIFFERENTIAL AND ON-CALL PAY

- A. All Employees other than those in the Engineering Department who work the afternoon or night shift shall be paid a differential in the amount of ten (10%) percent of their regular pay. Afternoon and night shifts are those shifts which end after 7 P.M. or begin before 6 A.M. In the Engineering Department, watch standing Employees who start watch from 3 P.M. to 7 A.M. are entitled to a differential in the amount of ten (10%) percent of their regular pay from that shift.
- B. On-Call personnel shall be paid:
 - 1. Three-fourths (3/4) of regular base pay for being on-call. A Radioisotope Technician in Nuclear Medicine who is assigned to be on-call for a week covering the night and Sunday shifts of that week, shall receive an additional \$250 for being on-call. Each time actually called in, the technician shall be credited with \$100 which shall be deducted from the \$250 on-call payment (so that on a third call-in during a week, the technician shall receive an additional \$50) in addition to the minimums provided for actually coming in under Section B 2 of this Article. This shall be in lieu of any other payment for on-call under this Section of this Article.
 - 2. If called in, they shall be paid at time and one-half their regular rate of pay for a minimum of four (4) hours. If called in again, during the second four hours of on- call time, they shall be paid at time and one-half their regular rate of pay for an additional four (4) hours. There shall be no pyramiding of pay under this provision.

ARTICLE XI
WEEKEND SCHEDULING

- A.
 - 1. This Section A shall apply to all clinical laboratories, as listed below wherever located:
 - a. Hematology (Clinical Pathology)
 - b. Chemistry
 - c. Bacteriology
 - d. Blood Bank

- e. Parasitology
 - f. Endocrinology
 - g. Pathology (Histology, Cytology, Neuropathology, Morfidpathology, Anatomical Pathology, Pulmonary Pathology).
 - h. Other clinical laboratories of a similar nature that may be established in the future.
- 2. All Employees in the clinical laboratories who work on the weekend regardless of shift shall receive a differential of fifteen (15%) percent of their regular hourly base pay for all hours worked on the weekend.
 - 3. The College has the right to hire technicians for shifts which include Saturday and/or Sunday work as part of their regular work week.
 - 4. Those Employees who were hired prior to August 9, 1971 to work a Monday through Friday schedule shall continue to work that schedule, and in the event of extra weekend coverage they may be called upon to work on an overtime basis as in the past. Such overtime will be computed on the regular rate of pay and will not include the weekend differential. Other Employees who were hired to work a Monday through Friday schedule and were advised at the time of employment of the need for their schedule to be altered on an emergency basis so as to include one or more weekend shifts may be so scheduled on an other than overtime basis, and in that event will receive the fifteen (15) percent differential for each hour worked on the weekend.
 - 5. In those departments where all Employees work weekends on a rotating basis the College, consistent with its operating needs, will schedule every other weekend off on a non-discriminatory basis.
- B. Weekend scheduling – Effective with the yearly period beginning each April 1st; (that is, April 1st to March 31st) full-time Employees if required to work more than 26 weekends per year will receive the premium formula for weekend work as established by the League of Voluntary Hospitals and Homes of New York and 1199. Such premium shall be inclusive of and not in addition to any applicable weekend differential.

Except for the obligation to alter the number of weekends worked and for funding the weekend work premium through a central mechanism (and the provision relating thereto) the provisions of the final agreement between the League and 1199 relating to weekend work shall apply in regard to which Employees are eligible for the premium, the definition of the weekend, the amount of the premium and whether the night differential is included or not in the weekend work premium. If the premium is less than otherwise applicable differentials, the latter shall not be reduced. In the event the premium is required under this provision, the Employer costs for same for the bargaining unit shall not exceed \$15,000 per year and, if therefore necessary, a pro-rata formula shall be applied to limit such costs to no more than \$15,000 per year.

- C. Each full-time Employee in the clinical laboratories shall be entitled to receive every other weekend off unless they have indicated their agreement to work more weekends. A "weekend" shall be defined as Saturday and Sunday. In order to so qualify for this provision, an Employee shall accept reassignment by the department to time not on the weekend. The total cost to the Employer shall not exceed forty thousand (\$40,000) dollars for any twelve (12) month period for which this provision is applicable.
- D. All watch-standing Employees in the Engineering Department shall receive a 25 percent (25%) differential for work performed on Saturday and/or Sunday. It is understood that watch-standing Employees working eight (8) hours on a weekend shift shall receive the 25 percent (25%) weekend differential for the full eight hours.

ARTICLE XII
HOLIDAYS

- A. There shall be eight (8) College-wide holidays at the regular rate of pay:
 - 1. New Year's Day
 - 2. Dr. Martin Luther King, Jr's Birthday (third Monday in January)
 - 3. Washington's Birthday
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Thanksgiving Day
 - 8. Christmas Day
- B. The term "holiday" refers to the day officially observed by the College as the holiday, however, work performed on the actual day of Christmas (i.e., December 25) and New Year's Day (i.e., January 1st) rather than work performed on the day when such holidays may actually be observed by the College shall be eligible for the premium pay provisions of Section C of this Article.
- C. Work performed on the eight (8) College-wide Holidays only shall be paid at time and one-half the regular rate of pay plus another day off at the regular rate of pay within thirty (30) days, or an additional day's pay at the option of the Employee. This provision shall apply pro-rata to part-time Employees.
- D.
 - 1. Part-time Employees who work on an observed holiday and have not exhausted their pro-rata holiday benefit shall be paid in accordance with C. above.
 - 2. Part-time Employees who have exhausted their pro-rata holiday benefit and who do not work on an observed holiday, shall not be entitled to any holiday benefit.
 - 3. Part-time Employees who work on an observed holiday and have exhausted

their pro-rata holiday benefit shall receive time and one-half of their regular rate for all hours worked, but no time off.

- E. Every effort will be made not to compel anyone to work on a holiday. Departments where holiday work is necessary shall attempt to arrange their schedules and share their duties so as to minimize the necessity of assigning holiday work.
- F. If a holiday falls on a regular day off or during a day of vacation, another day off at regular rate shall be provided within thirty (30) days. This provision shall apply pro-rata to part-time Employees.
- G. All Employees eligible to vote shall receive two (2) consecutive hours off with pay on Election Day.
- H. Personal Days.
 - 1. Seven (7) additional holidays at the regular rate of pay may be taken upon at least three (3) days notice to the Employee's supervisor. Such notice need not be given in a bona-fide emergency situation.
 - 2. Each calendar year shall be divided into four (4) quarters. No Employee shall be permitted to take more than three (3) of his earned personal days in any one (1) quarter. There shall be no carryover beyond the calendar year.
 - 3. This arrangement shall be changed as mutually agreeable.
 - 4. Each Employee working in the JMC shall have up to two (2) personal days per contract year assigned by the department to be taken on the following holidays celebrated at the BMHC; Lincoln's Birthday and Veteran's Day.
 - 5. Personal days shall only accrue during paid and unpaid leaves of absence when the conditions provided for in Article XIII, Section A and B on vacation accrual are met. Paid legal holidays will accrue during period of paid absences to the same degree as is provided with regard to vacations under the provision of Article XIII, Section A 5. It is understood that such accruals will only be applicable to Employees who return to work on a regular basis following such paid absences.
- I. Total Days
 - 1. The combination of observed and additional holidays totals fifteen (15) days in all locations.
 - 2. a. In units that close for Jewish Holidays, when the number of celebrated Jewish holidays falling on a workday and requiring closing of the unit for the particular holiday exceed seven days in a contract year, then the Employees scheduled to work on those days shall receive such

days as paid holidays and not have the days over seven deducted from their paid vacation.

- b. In units that close for Jewish Holidays, Employees can use up to two (2) vacation days as personal days.
- J. During Passover, employees in the Cafeteria will be permitted to work in Housekeeping provided that there are approved vacancies (or leaves of absence of 3 months or more duration) open during such times in Housekeeping and the cafeteria employee has the ability to perform the available work.

ARTICLE XIII
VACATIONS

A. An employee's eligibility and entitlement to vacation is as follows, based on continuous employment:

- 1. If less than one (1) year, accrues one and two-thirds (1 2/3) days per month.
 - 2. Completes one (1) but less than eight (8) years, accrues four (4) weeks per year.
 - 3. Completes eight (8) years but less than fifteen (15) years, accrues five (5) weeks per year.
 - 4. Completes fifteen (15) years, accrues five (5) weeks and two (2) days per year.
 - 5. For periods of paid absences, Employees with one or more years of seniority who return to work on a regular basis following the absence will accrue vacation at the full rate for such absence provided the total absence, both paid and unpaid, is for a duration of up to twenty-six (26) weeks. If the absence is more than twenty-six (26) weeks, accrual of vacation will be on a pro-rata basis reflecting the Employee's percentage of pay from the College during such absence.
 - 6. For periods of unpaid absences due to disability, worker's compensation or sick pay where sick pay reserve has been exhausted, Employees with one or more years of seniority who return to work on a regular basis following the absence will accrue vacation for up to thirteen (13) weeks of unpaid absence provided the total absence both paid and unpaid is for a duration of up to twenty-six (26) weeks. When the total absences is for more than twenty-six (26) weeks only accrual for paid absence as per Paragraph 5 above applies.
- B. When the terms "accrual" and "entitlement" are used herein, they mean "earned" and "eligibility to be taken", respectively.
- C. An Employee shall be entitled to take accrued vacation as follows:

1. If employed prior to July 1 in a given calendar year
 - a. In the calendar year in which employed the Employee is entitled to take the amount of time that was accrued between the date of employment and June 30 of that year. Such accrued time must be taken prior to December 31 of the calendar year of hire.
 - b. In the calendar year following the calendar year of employment, the Employee is entitled to take the vacation time accrued from July 1 of the calendar year of employment through June 30 of the following year. Such accrued time must be taken prior to December 31.
 - c. In all subsequent calendar years an Employee is entitled to take during each calendar year, the vacation time accrued from the previous July 1 through June 30. All such accrued vacation time must be taken prior to December 31 of the calendar year of entitlement.
 2. If employed on or after July 1 in a given calendar year
 - a. In the calendar year in which employed the Employee accrues vacation time but is not entitled to take any vacation time during that year.
 - b. In the calendar year following the calendar year of employment, the Employee is entitled to take the vacation time accrued from the date of employment through June 30 of the following year. Such accrued time must be taken prior to December 31.
 - c. In all subsequent calendar years an Employee is entitled to take during each calendar year, the vacation time accrued from the previous July 1 through June 30. All such accrued vacation time must be taken prior to December 31 of the calendar year of entitlement.
 - d. Employees who complete eight (8) years of employment and therefore became entitled to an additional five (5) days of vacation may take such additional vacation between the anniversary date of his eighth year of employment and the end of that calendar year. Employees who complete fifteen (15) years of employment and therefore become entitled to an additional seven (7) days of vacation, inclusive of the five days indicated above, may take such additional vacation between the anniversary date of his fifteenth year of employment and the end of that calendar year.
- D Vacation scheduling shall be in accord with the needs of each department taking into account the Employees wishes. When vacations are scheduled throughout the year, an Employee's choice for scheduled vacation periods shall be based upon seniority.

- E. Vacation carryover shall be in accordance with the needs of each department taking into account any valid reasons for such carryover presented by the Employee and when in accordance with such departmental needs, the college shall not unreasonably withhold consent to carryover vacations for periods up to one year. Employees who voluntarily leave the employ of the College prior to the termination of the carryover requested by them will not be entitled to carried over vacation or pay in lieu of such carried over vacation.
- F. For purposes of entitlement, after one (1) year of employment, an Employee may take the total accrual, in accordance with C, above, at any time in the entitlement year, providing there is consistency with scheduling restrictions outlined in D, above.
- G. Under no circumstances can an Employee accrue more vacation time than the amounts provided in paragraph A, 1 through 4, above, during the course of any one (1) year.
- H. Vacation pay shall be paid prior to vacation, provided the Employee notified the administration thirty (30) days in advance of the beginning date of vacation. Vacation advances shall be limited to twice a year and for two (2) or more consecutive weeks of vacation.
- I. Should employment be terminated, Employees shall receive all accrued, unused vacation pay. Upon the termination of employment, Employees shall be charged for vacation time taken but not accrued prior to the date of termination and to be eligible to utilize vacation time taken but not accrued, an Employee must authorize in writing at the time such vacation is requested, a wage deduction to repay such unaccrued vacation in the event of his termination.

ARTICLE XIV
JOB SECURITY

- 1. Dismissals. Upon completion of his probationary period, an Employee may be discharged or disciplined for just cause only. Such discharge or discipline shall be subject to the grievance and arbitration provisions of this Agreement.
- 2. Warning Notices & Files
 - A. If a warning notice is issued on or after October 1, 1978, for any Employee, the Employee will be given written notice thereof and shall be given an opportunity to reply in writing. Such reply will be kept in the Employee's personnel file and will be produced by the Employer at any proceeding at which the Employer attempts to introduce the warning notice.
 - B. All employees shall, upon written request, be given a copy of all disciplinary memos in their personnel file that may be relied on in any formal grievance or arbitration proceeding plus notice of any information regarding their regular employment status; that is, whether grant vs. university/affiliation funded,

leave of absence, number of hours scheduled, or classification. Where credit information is provided to which the Employee is entitled pursuant to law and such is contained in the file, this shall likewise be furnished.

- C. Warning letters that are more than three years old shall not be presented or referred to in the event of subsequent disciplinary procedures. The absence of memos concerning disciplinary actions prior to three years before a disciplinary action in question shall not be a factor in any grievance or arbitration.
- D. For purposes of discipline, all prior disciplinary warnings to Engineering Department Employees shall be considered the full equivalent of prior disciplinary warnings and/or notices with respect to Section 1 of Article XIV.

3. Seniority

- A. Seniority shall be defined as the length of time an Employee has been continuously employed in the bargaining unit. A seniority list shall be prepared for those Employees funded by University and/or Affiliation funds only. An Employee shall have no seniority during his probationary period. Upon successful completion of his probationary period, however, his seniority shall be retroactive to his date of hire.
- B. Seniority shall accrue when an Employee is on:
 - 1. Authorized leave of absence without pay up to one hundred and eighty (180) calendar days;
 - 2. Jury duty, condolence leave and paternity leave;
 - 3. Layoff up to three hundred and sixty-five (365) consecutive days;
 - 4. Authorized sick leave up to one hundred and eighty (180) days.
- C. Seniority shall be broken when an Employee:
 - 1. Terminates voluntarily;
 - 2. is discharged for cause;
 - 3. exceeds an official leave of absence;
 - 4. is laid off for three hundred and sixty-five (365) consecutive days.
- D. Pro-rata Seniority for Part-Time Employees:

Part time Employees employed on or after July 1, 1974 who are regularly scheduled to work three-fifths (3/5) or more of the regular work week applicable to their job classification shall accrue seniority as set forth in A, B, and C above. Part-time Employees who are regularly scheduled to work less than three-fifths (3/5) of the regular work week applicable to his job classification (except those employed as of June 30, 1974 whose seniority shall be governed by the provisions of the contract expiring June 30, 1974) shall accrue seniority in accordance with the following formula:

Length of service x $\frac{\text{Number of hours regularly scheduled}}{\text{Number of hours constituting the regular work week}}$

4. Layoff and Recall

- A. 1. All Employees who, as of **October 1, 2011** are regular full-time or part-time, who are University-funded (as the term has been defined by the contract or by prior practice) and who, as of **September 30, 2009** had completed twenty-four (24) months of membership in the 1199 bargaining unit at the College, shall not be laid-off during the term of this Agreement. This provision shall not apply in the event that AECOM is closed.
- 2. All secretaries who were regular full-time grant-funded as of October 1, 1996 and as of that date have been in the 1199 bargaining unit for at least 24 months and who as of November 13, 1998 were University-funded or will be during the period of November 1, 2001 to April 30, 2008, shall not be laid-off during the term of this Agreement. This provision shall not apply in the event that AECOM is closed.
- 3. In the event the Employer transfers an employee covered by the employment guarantee, to a lower rated position or reduces his hours, the employee's base weekly salary will not be reduced during the term of this Agreement.
- B. 1. Research Projects – Should retrenchment necessitate a layoff in a research project, Employees in that project who are engaged in the same category of work shall be laid off in the inverse order of their seniority. The placing of one Employee in another Employee's job in the same category of work for the purpose of retaining that more senior Employee shall be permitted to occur only within the research project affected by the layoff.
- 2. "Research project" for purposes of this provision shall be defined as either:
 - (a) An investigator, with single or multiple funding sources, with regard to all grant-funded Employees under such investigator's direct supervision; or if inapplicable,
 - (b) All grant-funded Employees working under a single direct supervisor for an investigator regardless of funding sources; or if inapplicable,
 - (c) All non-directly supervised Employees for an investigator who are supported by the same funding source. However, where Employees work in significantly unrelated grants, even if under

the same investigator, e.g., a research operation versus a service or clinical operation, they shall not be considered part of the same research project unless the Employee to be laid off has worked in both such operations.

3. For speech pathologist and audiologists, all speech pathologists shall be considered part of a single research project by itself regardless of funding source; all audiologists shall be considered part of a single research project by itself regardless of funding source. There is no right to bumping between speech unit and hearing unit. Bumping rights exist only within each unit. Bumping rights apply only where the Employee to be laid off has the interchangeable skills, qualifications and appropriate related professional experience with the communicative disorders diagnosed and treated as the job of a less senior Employee. Where there is more than one (1) such job, the bump shall be to the job held by the least senior Employee. It is expressly understood that this part of this agreement is not to be construed as either modifying the current collective bargaining agreement or in any way establishing a precedent for the future but arises only as a result of the unique circumstances within each of the two units.
4. With respect to all layoff and recall provisions Employees in the Engineering Department will be treated as a separate research funded unit. As now, seniority for layoff purposes is defined as classification seniority, that is length of time an Employee has worked in a specific maintenance/crafts job classification, i.e., job title by grade.
5. Where a position that was grant-funded and was in danger of expiring is extended by the use of University (or Affiliation) funds, the individual in such extended position shall not acquire the rights of a University-and/or Affiliation-funded Employee for any purposes including lay-off and recall; rather such Employee shall continue to be subject to the same conditions of employment as pertain to grant-funded (research project) Employees.

C. University and Affiliation funded Projects.

1. Employee Rights

- (a) Where one or more positions occupied by a non-probationary Employee is eliminated, then the first individual(s) potentially subject to layoff shall be the Employees on University or Affiliation funds with the lowest bargaining unit seniority in such classification – regardless of work shift or location. The individual(s) potentially subject to layoff in this situation has the right to placement, that is to “bump” into the position occupied by the least senior person on University or Affiliation funds in

any equivalent or lower-graded job classification (or to those higher-graded classifications which are fully interchangeable with the job classification of the individual) for which he or she has the necessary skills and qualifications and whose occupant has less bargaining unit seniority; however, the College, at its option, may instead place the Employee, eligible to “bump” as per the above in accordance with Section C (2) a, b, c, and d below as an alternative to the above. In order to meet the College’s operating requirement as to the number of positions in particular shifts and locations required, to the degree that such requirements cannot be achieved by consensus, then the College shall make such assignments to the required shifts and locations on a fair and reasonable basis.

- (b) An Employee eligible to “bump” other Employees having been “bumped” by the Employee in (a) above has the right to be placed; that is, to “bump” into the position occupied by the least senior person on University or affiliation funds, in any equivalent or lower classification for which he or she has the necessary skills and qualifications so long as, if the position is occupied, he or she has greater bargaining unit seniority than the least senior person in the classification involved; and, in addition, the limit of five “bumps” in any given layoff has not been exhausted; however, the College, at its options, may instead place any such Employee in accordance with Sections C (2) a, b, c, or d below as an alternative to the above.
- (c) An Employee actually laid off shall be entitled to the individual notice and severance pay provisions of the contract.
- (d) In each of the above situations, where an Employee is placed in a lower-graded job classification or a job classification on a different scale with a lower job rate, his salary shall continue and thereafter be red-circled at the job rate of the job classification into which the Employee was placed. If at same grade on the same scale, his or her current rate will continue without red-circling.

2. Acceptable Alternatives

- (a) As an alternative to the placement indicated in Sections C(1) a, b, or c, above, the College may place any Employee who has the right to transfer or “bump” in accordance with Sections C(1) a, b, or c above into any University or affiliation-funded vacancy for which such individual has the necessary skills and qualifications. In the event that the University or Affiliation-funded vacancy is at a lower grade level than that of another position for which the individual was eligible (that is, had the

necessary skills and qualifications and, if occupied, had greater bargaining unit seniority than the least senior Employee in such job classification), then the individual may be placed into such lower grade vacancy but shall retain his current rate which shall be red-circled as described in Section C(1)d above and thereafter be at the job rate of the highest grade bargaining unit job for which such individual was eligible.

- (b) As another alternative to the placements in Sections C(1) a, b, or c above, the College may place any Employee who has the right to transfer or “bump” in accordance with Sections C (1) a, b, or c above into grant-funded vacancy for which such individual has the necessary skills and qualifications. However, in the event that the individual placed by the College in such grant-funded vacancy is found not acceptable during the probationary period or if the grant-funded position is thereafter eliminated, then such individual will retain his rights for purposes of placement in a University or Affiliation funded job. (This shall be in lieu of any rights of the Employee for placement within the research project unless the individual’s seniority within the research project is greater than the seniority of another individual within the same job classification within the research project.)
- (c) As another alternative to the placements indicated in Section C (1), a, b, or c above, an individual eligible for transfer or “bumping” may be placed by the College in either a University/Affiliation-funded or grant-funded temporary vacancy; however, if the temporary position is eliminated, the individual’s rights for placement in a University or Affiliation-funded job shall be retained. Where a permanent Employee is placed into a temporary position, the benefits to which the individual so placed is entitled to shall be those of a permanent Employee. In the event that the temporary vacancy becomes permanent then the provisions of Section C(1) a or b above shall govern depending on whether it is a University/Affiliation or grant-funded vacancy.
- (d) As another alternative to the placements indicated in Section C(1) a, b, or c above, the College may place an individual who is eligible to transfer or “bump” into an occupied position in accordance with Sections C(1) a, b, or c above into the position of the least senior Employee in another classification provided that if such other classification is at a lower grade rate than the grade rate of the position that the Employee was eligible to “bump” into, the Employee’s current rate shall continue on a red-circled basis and thereafter be at the job rate of the highest

grade position for which the Employee was eligible.

- (e) Where an Employee is not offered a permanent University or Affiliation-funded position within the range of their present job, the Employee may, in lieu of accepting any other position offered by the College, opt to receive whatever severance and notice pay and recall rights to which he or she would be entitled. Where an Employee is offered a permanent University or Affiliation-funded job within the range of their present job and declines such offer, he or she shall not be entitled to severance pay, notice pay or recall rights.
- 3. If an Employee does not have the necessary skills and qualifications for any University or Affiliation-funded bargaining unit job or does not have greater seniority than those Employees occupying University or Affiliation-funded positions for which he does have the necessary skills and qualifications; or the five (5) placements (bumps) pursuant to this section have been exhausted, then the Employee shall be laid off, unless the College has chosen to offer placement in a grant-funded permanent or temporary vacancy in accordance with Section C (2-b or c). In the event such a grant-funded position is offered by the College and declined, the provisions of Sections C(2-e) shall apply.

D. Notice of Layoff

- 1. Prior to a proposed layoff in a University or affiliation funded job, the College shall give to the Union two (2) months notice of the proposed layoff and to the first Employee potentially subject to such proposed layoff (i.e., who will be subject to layoff unless entitled to bump into another position in accordance with Section 4(C) 1 of this Article), six weeks notice (which shall be inclusive of the notice or pay in lieu thereof provided in Section 4(D) 2 in the event such individual is actually laid off).
- 2. Any Employee actually laid off shall receive written notice or pay in lieu thereof on the following basis:

Six (6) months to two (2) years of employment: Two (2) weeks notice or pay

Two (2) years of employment or more: Four (4) weeks notice or pay
- 3. Any Employee who is not entitled to notice under the provisions of Section 4(D) 1 of this Article as the first Employee actually laid off shall not be entitled to any notice of layoff or pay in lieu thereof.
- 4. If an Employee is required to remain on the job until the end of the formal notice period provided for in this paragraph and must forego a

committed job opportunity scheduled to begin prior to the end of the formal notice period, said Employee shall receive an additional two weeks pay or two weeks notice at the College's option. If an Employee is not required to remain on the job until the end of the said notice period and leaves during such notice period he shall receive contractual severance pay.

E. Central Pool

1. Any permanent Employee who has been laid off shall be placed in a central pool. When a position becomes available, that position shall be offered to the person with the greatest seniority in the category or work encompassed by the position, unless said person is not capable of performing the available work.
2. An employee in the layoff pool shall be offered any vacant position in Engineering or in the DoSA, SVTN or CERC programs and University-funded position for which such employee has the skills, experience and qualifications required by Engineering or the program or department. The employee's service in this position will be subject to the probationary period set forth in Article VI. An employee who is not acceptable during the probationary period shall be returned to the layoff pool and shall continue to have his or her previous seniority for the purposes of other vacancies that may arise.
3. In the case of a recall in a research project, the investigator shall be the sole judge of the capability of the Employee to perform the available work. Upon rehire in a research project a laid-off Employee who is recalled for a different category of work in the same research project from which he was laid off or for any category or work for another research project, shall be subject to the probationary period set forth in Article VI. Where such an Employee does not satisfactorily complete that probationary period, he shall be returned to the pool and shall have the same number of days of layoff in which to be recalled as he had at the time of the probationary recall.
4. Recall rights under this section shall exist for three hundred sixty-five (365) days for all Employees who are laid-off. Notification of recall from lay-off shall be by a telegram to the Employee's last known address, as shown by the college records. If said Employee does not respond to such notification within ten (10) working days after the transmittal thereof his right to recall shall be extinguished except that if, under unusual circumstances, an Employee cannot respond to notification of recall within ten (10) working days he shall notify the College and, depending upon the merits of the case, recall rights may be restored.

5. Procedures Relating to Recall of Laid Off Employees.

- (a) Whenever the severance pay, pay in lieu of notice, plus unemployment insurance received by a recalled Employee amounts to more than the Employee would have received had he or she worked during the period of the layoff, the Employee shall return severance and/or pay in the amount of the excess of severance pay, notice pay, and unemployment insurance over the amount that would have been earned had the Employee worked during the period of layoff.
- (b) Contributions shall be made by the College to the 1199 SEIU, National Benefit Fund for Health and Human Service Employees commencing on the first day of recall. Contributions to the 1199 SEIU, Health Care Employee Pension Fund shall be made for such recalled Employee commencing after the completion of the two-month waiting period.
- (c) All unused sick leave which an Employee had accrued prior to layoff shall be reestablished at the time of recall.
- (d) A recalled Employee who is subsequently laid off shall be eligible for severance pay as indicated below.
 - 1. An Employee will be entitled to the percentage of his severance pay entitlement based on cumulated length of actual service prior to previous and current layoff(s) as indicated in the formula below:

<u>Number of Months of Employment Following Most Recent Recall</u>	<u>Percentage of Severance Entitlement</u>
2 months	10%
4 months	20%
6 months	30%
8 months	40%
10 months	50%
12 months	60%
14 months	70%
16 months	80%
18 months	90%
20 months	100%

- 2. In addition, the Employee shall receive credit for all severance pay returned pursuant to Section E5 (a) above.

3. The total amount of severance pay for any given layoff pursuant to both Sections 1 and 2 above is limited to six weeks pay. An Employee assigned to a temporary position or on a temporary placement which subsequently expires is not considered to be laid off.
- (e) A recalled Employee shall be paid the job rate and not the hiring rate upon recall; this shall, however, have no implication with regard to probationary periods.
 - (f) An Employee on layoff who is recalled to a temporary position which requires extensive training, continuity of services or project completion will remain through the end of the temporary period. When the above conditions do not apply, the Employees will retain whatever right they have under the contract to be placed in a permanent position if a permanent vacancy occurs.
- F. 1. An Employee who has bumped under the provision of Section 4C (1) of this Article or has been placed into a position as an alternative to layoff under the provisions of Section 4C(2) of this Article shall, subject to the provisions of Section E2 have the right to return to a reopened position in his former job classification provided each of the following requirements are made.
- (a) The position from which the Employee was transferred and the reopened position are University or affiliation funded;
 - (b) The reopened position is in the same job classification and within the same unit or department from which the Employee was transferred;
 - (c) The position is reopened for a duration of more than three (3) months; and
 - (d) The duration of time between the date of transfer and the reopening of the position does not exceed the amount of seniority of the transferred Employee on the date of his original transfer, except that Employees with less than one year seniority on the date of transfer will be considered as having one year seniority for purposes of this provision. In addition, the length of time between the transfer is in no event greater than five years. Where a reopened position meeting the above requirements occurs, the College shall offer the position to the transferred Employee who had previously held the position and who shall have five working days from the date he becomes

aware of the position to agree to accept the position, and shall return to such position as soon as the College's operational need for notice of leaving his current position permits. In the event the Employee does accept the position within that period of time, the College shall have no further obligations to such Employee with respect to these provisions.

2. In the event that the return of such Employee presents a hardship to the College in regard to the operational needs of the unit in which the Employee is working, the College may deny the right of return subject to the Union's right to grieve the validity of such hardship. In the event that the Employee is denied the right of return as the result of such hardship, then the Employee will, if red-circled, thereafter no longer be red-circled.
 3. If an Employee is transferred back to his former job, he shall as of that time be paid at the rate he would have been paid had he remained on his former job.
 4. Should the Employee be transferred to his original position which is vacant on a temporary basis, upon expiration of such temporary position the Employee has the right to transfer back to the permanent position from which he was transferred at a rate that he would have been at had the transfer to the temporary position not occurred. Such rate will reflect any increments to which the individual would have been entitled. If the temporary position is of less than three (3) months duration and is offered and refused, the Employee does not waive his right to a reopened position meeting the requirements of Section E(1).
- G. Category of Work – For the purpose of this Article, “category of work” shall be defined as those job classifications in one or more grades which are generally recognized as having interchangeable skills and duties.
- H. Physician Assistant – In the event of a layoff or recall of Physician Assistant, Sections 4 B and D above shall apply; it is expressly understood that no current bargaining unit job classification is in the same “category of work” as Physician Assistant. Each unit where Physician Assistants are employed shall be treated as a research project (i.e., there shall be five (5) designated units as follows: MMTP, VEDTP, Alcoholism Unit, Emergency Room, Screening Clinic).
- I. New Investigators - Notwithstanding the provisions of this Article, any investigator joining the staff of the College may bring with him personnel of his own choosing. In all other respects, the application of this Article and this Agreement shall be binding upon the investigator and the College. The seniority provisions of this Article shall apply from date of hire by the College to personnel brought into the College by a new investigator; they shall be on

the same seniority list as all other Employees within the same research project.

J. 1199/AECOM Jobs Committee and Job Security Fund

1. There will be established an 1199/AECOM Jobs Committee consisting of three members from 1199 and three representatives from the College who shall meet once per month to carry out the purposes of this provision. However, the Committee shall hold an additional meeting each month if requested by the 1199 members, also to be held at a mutually convenient time. The Committee meetings shall not interfere with the operations of any department. The Committee shall advise the Human Resources Department of any issue of concern so that Human Resources can deal with such issues as appropriate.
2. The purposes of the Jobs Committee as further detailed below include (a) to meet with and assist employees (without interfering with the operations of any department) who are laid off or notified of impending layoff in finding vacant positions at the College for which they have the necessary skills and qualifications; (b) to provide these employees with retraining opportunities that will enable them to fill actual vacancies at the College; and to discuss other issues concerning jobs, layoffs, classifications, recall and other employment matters that immediately relate to a realistic potential placement.
3. In carrying out the purposes set forth above, the parties agree to establish a Job Security Fund for AECOM collective bargaining unit members. The Program shall be funded by contributions made by AECOM to an interest-bearing escrow account to carry out the purposes set forth in this paragraph. AECOM shall contribute monies representing a payment equivalent to one month's (either November or December of 1995) payment by the College to the Pension Fund, in accordance with the provisions of Section 1 of Article XXI. This amount is currently estimated to be approximately \$181,000. The College shall also pay monthly beginning January 1, 1996 an amount of money representing .25% (1/4 of one percent) of gross payroll of the bargaining unit for the preceding month. These monies shall be held and managed in accordance with the escrow agreement to be concluded by the parties to carry out the purposes set forth in this paragraph. The money shall be used exclusively for Job Security benefits for members of the 1199 bargaining unit at AECOM. Monies shall be paid by the escrow agent from the escrow account as directed by a designated officer of the Union. All aspects of the monies indicated herein and the use and distribution of same shall be subject to all requirements of applicable law. Any monies in the fund at the end of the contract shall be held over to the next contract and may not be released for other purposes without the consent of the Union.

4. In regard to (a) finding vacant positions at the College for which employees laid off or notified of impending layoff have the necessary skills and qualifications, the Employer shall make available to the Union members of this committee on a weekly basis, the following information:
 - (a) For each person currently in the central (lay-off pool), the person's name, years of seniority, and last held job classification, current address and phone number. In addition, this information shall be provided with respect to each employee notified of impending layoff along with his/her present department, location and work phone number.
 - (b) For every job posted according to Article XVI, the department with the position will be indicated.
 - (c) For the purpose of placing Employees who have been notified of impending layoff, any new positions or vacancies that the Human Resources Department has been advised may become available, notify the Union in writing within 3 days, including, if known, the department, classification, job title, requirements and salary, and if, agreeable to the Principal Investigator, the location and name of the Principal Investigator.
 - (d) In all instances, a posting or information about a possible vacancy does not assure that any particular position will be funded.

Nothing in this paragraph shall be construed to diminish information and notices that the Employer gives to the Union under other articles of this agreement.

Where a grant-funded vacancy exists for which the Jobs Committee believes a laid off employee or an employee who has received notice of layoff has the necessary skills and qualifications (either initially or after additional retraining as per Section 5), the College's Human Resources Department shall communicate with the individual responsible for hiring in such vacancy. If the position is clerical or service, the Human Resources Department shall arrange an interview to take place before a hiring decision is made and to promote the candidacy of the employee on layoff or about to be laid off. If for a research technician, Human Resources will seek the Principal Investigator's consent for an interview. The parties continue to recognize that the final decision on all grant funded vacancies (as that term has been used or defined in the contract or by prior practice) remains with the head of grant or contract; further, no aspect of these new procedures applies to new investigators who come with their own team until they have a vacancy. It is also noted that in regard to bumping within a research grant, while the provisions of Article XIV continue to apply in full, the Jobs Committee may discuss and try to resolve whether in a given layoff situation, if the College and 1199 agree that the functions and supervision of a lab helper on a particular

research project are so interconnected with that of a lab helper on a closely related research project in the same department as to be one and the same research project, the College and 1199 may agree that seniority for the lab helpers involved is between the two interconnected research projects.

5. In regard to Section J 2(b) retraining laid off employees, the 1199/AECOM Jobs Committee will explore whether an employee scheduled to be laid off can be retrained for a reasonable cost in a reasonably short period of time to qualify for a vacancy at AECOM. In the event there is a substantial possibility of placement in such a vacancy and the employee scheduled to be laid off is willing to undertake the necessary training, the Jobs Committee will determine how much money to allocate for such training as well as to supplement that individuals' unemployment compensation benefits and provide health benefits through 1199 while training is being undertaken, all of which costs along with any required payments for fringe benefits (social security, etc.) are from the monies provided for in Paragraph 3 above.
6. The weekly vacancy lists will be faxed out on Friday to each of the six DoSA locations.

ARTICLE XV
SEVERANCE PAY

All permanent Employees shall upon layoff or upon becoming permanently unable to return to work at the College as a result to a work-related disability for which they are found eligible for Worker's Compensation, shall receive the following severance pay:

1. Two (2) weeks pay for the first full year of employment.
 2. One (1) weeks pay for each of the next four years of employment.
Maximum severance pay is six (6) weeks pay.
- A. Employees entitled to severance pay shall have such pay calculated as follows:
- a. An Employee who has been working part-time for less than one year, as a result of an involuntary change to part-time status, but who had worked full-time prior to that, shall be paid the same severance pay as if he or she was still a full-time Employee.
 - b. An Employee who has worked part-time for more than one year, or became part-time from his or her own request, shall be paid severance pay as a part-time Employee.
 - c. In the event an Employee is full-time at the time of layoff even if previously part-time, he or she shall be paid severance pay as a full-time Employee.

All severance payments will continue to be made at the rate of pay in effect at the time of layoff.

ARTICLE XVI
PROMOTIONS, UPGRADINGS AND TRANSFERS

A. Promotions

1. A promotional opening occurs when a vacancy or new position is created and is to be filled and provides an opportunity for an Employee to be elevated to a higher level bargaining unit job.
2. Where two or more Employees are under consideration for a promotional vacancy the College shall promote the Employee with the greatest seniority unless between or among such Employees there is an appreciable difference in their ability to do the job. For positions in the Engineering Department seniority shall refer to seniority within Engineering Department job titles (part 2 of Stipulation I).
3. For purposes of considering a candidate for promotion when a promotional opening that is to be filled occurs, a notice of the promotional opening will be posted on the designated bulletin boards for a period of one week before it is filled, except when in the judgment of the College an emergency exists which requires that the promotional opening be filled immediately. In the event of such an emergency, the Union will be notified by telephone of the promotional opening.
4. Upon promotion by a single grade, an Employee shall receive a minimum increase of \$520 per year on a full-time basis, prorated for part-time Employees. Where an Employee is promoted by more than one grade, such Employee shall be eligible for the minimum increase of \$1,040 per year on a full-time basis, pro-rated for part-time employees; provided that the minimum increase will not result in a pay level that exceeds the established job rate by more than ten (10%) percent.
5. The College recognizes that an Employee's supervisor shall not interfere with the right of the Employee to take a better position within the Institution under this Article.

B. Upgradings

1. An Employee may be eligible for an upgrading when a majority of the work he is authorized to perform is in a higher category of work as defined in the collective bargaining agreement. For positions in the Engineering Department, "category of work" refers to the Engineering Department categories of work (Part 2 of Stipulation I). Upgrading shall not be done on the basis of personal favoritism. This provision is subject to the grievance and arbitration clause of the contract.
2. There shall be a yearly review, when requested by the Union, of Employees'

enhanced skills, education, experience, licensing and any other factors for the purpose of upgrading in accordance with this Article.

3. The College will provide 1199 with a copy of the determination of the results of all upgrading requests for 1199 members.
4. The College shall prepare job descriptions for the following positions within 60 days: Lab Helper, Senior; Lab Helper, Chief; Mailroom Supervisor, clerical staff in Accounts Payable and departmental purchasing clerk.
5. The College will provide additional job descriptions within two weeks on request of the Union, in a number not to exceed 20 per contract year.
6. These job descriptions (which the College will update as appropriate) shall be used as the criteria for determining Employee' entitlement for upgrading.
7. If a request for upgrading is denied, the College will provide the Union and the Employee an explanation in writing why the Employee was not upgraded.

C. Lateral Transfers

Lateral transfers shall be granted to incumbent Employees if such transfer is consistent with the needs of the College and such Employee is acceptable in the vacant position. If more than one Employee applies for the same job, having substantially equal capabilities, preference shall be given to the more senior Employee; provided, however, Employees applying for promotion shall be given preference over more senior Employees with substantially equal capabilities.

D. Probationary Period on Job Change

If a current Employee is selected for permanent vacancy (including by promotion or lateral transfer) and accepts, that Employee will be required to perform in the job on a probationary basis for a period of up to 30 days. If the Employee passes this probationary period, he/she shall be awarded the job as a permanent. If the Employee does not pass the probationary period, or if the Employee chooses to relinquish the position within said 30 days period, the Employee shall be returned to his former job at his former salary. The position shall then be promptly re-posted and the foregoing procedure repeated one additional time. If, following this, a second qualified employee is selected and the Employee does not pass the probationary period or chooses to relinquish the job within 30 days, the College shall be free to fill the job from the outside.

E. Job Posting

Bulletin boards in the following locations are designated places where the list of bargaining unit job vacancies will be posted:

Kennedy	Elevator corridor ground floor Elevator corridor seventh floor
Van Etten Hospital	Main Lobby
<u>1510 Water's Place</u>	Ground Floor Break room
<u>Campus</u> Forchheimer	Ground floor Lobby
Chanin	Lobby
Price Center	Basement
Mazer	3 rd Floor
Educational Center for Health Sciences	Basement elevator Lobby
Engineering Department	Engineering Office Forchheimer Basement
Rousso	3 rd Floor
<u>SVTN-CMHC</u> Glebe Avenue Building	Second Floor

F. Training and Job Assignments

In all matters relating to training and/or job assignments, decisions by management, or which Employee to assign, shall not be made on the basis of personal favoritism. This provision is subject to the grievance and arbitration machinery of the contract.

G. Employment Application for Job Changes

Every 1199 internal applicant requesting a job change will be provided a copy of his or her employment application submitted to the Human Resources Department, with the date of submission on its face.

ARTICLE XVII
SICK LEAVE

- A. Sick leave at the regular rate of pay shall be twelve (12) days per calendar year cumulative to one hundred eighty (180) days. Employees who have been employed less than one year shall accrue sick leave at the rate of one day for each month of employment. Employees who have been employed for more than one year may borrow sick leave up to the amount which would accrue for the calendar year; should

employment terminate prior to the end of such period of accrual, days borrowed will be repaid by the Employee and to be eligible to utilize sick time taken but not accrued, an Employee must authorize in writing at the time such sick leave is requested a wage deduction to repay such accrued sick leave in the event of his termination. Up to three (3) days per year of the twelve (12) days per year referred to above may be used for the illness of a dependent child of the Employee.

- B. Sick leave for Employees eligible for disability shall be deducted at a rate which provides Employees the right to utilize their accrued sick days to the fraction that would allow them to receive, in conjunction with disability benefits, a full day's pay. This provision shall be implemented within a reasonable time.
- C. Where an Employee suffers an on-the-job injury or illness and is eligible for Worker's Compensation, he shall be given a full day's accrued sick time for each day out. If the Institution receives any funds from its Worker's Compensation carrier for an Employee's loss of income, the Employee's sick leave bank that has been diminished during this period shall be restored to the extent the College receives money from Worker's Compensation.
- D. The College may request a physical examination or other medical evidence for the purpose of determining whether to pay sick leave to an absent Employee.
- E. An Employee, who is absent due to illness or accident, shall notify his supervisor of the length of his expected absence within a reasonable time after the start of the first regularly assigned scheduled work day of such absence.
- F. If an Employee has no sick leave available, he may use personal days, or if in Central Administration where there are religious holidays, the Employee may use vacation days up to the number of personal days which are required to be used as religious holidays.

ARTICLE XVIII
LEAVE OF ABSENCE

- A. All Employees (other than in the Engineering Department) with six (6) or more months of employment may take an unpaid leave of absence without loss of seniority or status for:
 - 1. Maternity Leave up to twelve (12 months) upon thirty (30) days notice. In hazardous areas the Employer may provide an opportunity for a change of employment during pregnancy, or the Employee may be granted an extended leave to the extent that such change is not provided.
 - 2. Leaves of Absence for illness or injury of up to two years duration will not be unreasonably denied. Periodic medical documentation of the illness or injury and the reasonable certainty of return to full employment within the two-year period may be required.

3. Union business up to two (2) years.
4. Military duty.
5. Educational purposes up to twelve (12) months upon sixty (60) days request. The provisions of Article XXVI shall not be applicable to studies undertaken hereunder.
6. Employees with more than one (1) or more years of service may take an unpaid leave of absence of up to nine (9) weeks in a calendar year to care for the Employee's immediate family member (defined in Article XIX, Section B) who is seriously ill. The Employer shall have the option to require the Employee to provide reasonable documentation.
7. Leave of absence without pay for other reasons will not be unreasonably denied.
8. The provisions of this Article shall apply to Physician Assistants except as modified below:

In the event that a Physician Assistant Employee goes on a voluntary leave of absence as provided in Sections 3-6 of this Article, leaves are limited to twelve (12) months for Physician Assistant, and in the event that the College is unable to employ a temporary replacement for the Physician Assistant within two (2) months after the leave of absence has begun, the College will notify the Physician Assistant of its failure to secure such a temporary replacement. The Physician Assistant may choose either to return to work immediately or to become eligible for recall to the next available Physician Assistant vacancy when his/her leave of absence is completed. In the event that the Union (or the Physician Assistant on leave of absence) has referred such temporary Physician Assistant replacement(s) and he (they) has (have) not been hired by the College, the Union may request justification by the College for its refusal to hire such temporary replacement. This provision is subject to the grievance and arbitration procedures of this Contract.

- B. In the Engineering Department, an Employee who has completed one (1) year or more of continuous employment with the College may be granted an unpaid leave of absence without loss of seniority for the following reasons;
- a. Personal illness, up to a maximum of twelve (12) months.
 - b. Education, up to a maximum of twelve (12) months.
 - c. Military, in accordance with applicable law.
 - d. Maternity, up to a maximum of twelve (12) months

Requests for unpaid leave of absence for periods up to a maximum of twelve (12) months for the forestated reasons and for reasons other than those set forth above shall not be unreasonably denied.

An Employee desiring a leave of absence shall, except in extenuating circumstances, apply for such leave in writing at least sixty (60) days prior to the commencement of such leave. Any requested modification of the accepted return date of a leave must be applied for at least four (4) weeks prior to the date of such requested modification and such request shall not be unreasonably denied. Such requested modifications must be for a period within the twelve-(12) month maximum allowed.

An Employee on unpaid leave will not accrue any benefits under this Agreement, except at the expiration of any such leave the Employee will be entitled to return to work in the first available opening in the job classification for which qualified and except as otherwise required in applicable laws pertaining to military service. For a disability leave, and maternity leave the employee has the right to return to his or her previous position if ready and able to return to full service, beginning the work day following the end of the approved leave. As a condition of reemployment following a leave of absence for personal illness, the College may require the Employee to be examined and approved for reemployment by Health Service or another designated physician.

ARTICLE XIX
JURY DUTY, CONDOLENCE, PATERNITY AND NATIONAL GUARD LEAVE

- A. No Employee shall suffer a loss in his regular rate of pay due to jury duty.
- B. In the event of death in the immediate family an Employee shall receive five (5) days off at the regular rate of pay from the date of death. The immediate family shall mean parent, grandparent, brother, sister, son, daughter, spouse, legal guardian or someone standing in loco parentis. In the event of death of any other relative, including parent-in-law, an Employee shall receive one day off at the regular rate of pay.
- C. An Employee shall be granted one (1) day off at his regular rate of pay. for birth of the spouse's child.
- D. Employees who must fulfill National Guard or Reserve obligations shall suffer no loss in their regular rate of pay. The limit for such pay is two (2) weeks. The College agrees to discuss this section with the Union in the event of any change in Guard or Reserve policy.
- E. An Employee shall be paid at his regular pay for three (3) working days absence in the event of his marriage.

ARTICLE XX
BENEFIT FUND

- 1. The Employer shall continue to contribute to the 1199 SEIU, National Benefit Fund for Health and Human Service Employees, and shall make monthly payments based upon previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, the August

contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August.

- a. The contribution shall consist of a sum equal to the percentage as specified in Article XX, paragraph 8(c)(i) below multiplied by the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.
 - b. Such payments shall be used by the Trustees of the Benefit Fund for the purpose of providing the Employees with social benefits, e.g., disability benefits, death benefits and hospital benefits as the Trustees of the said Fund may from time to time determine.
2. If a payment or payments is not made in compliance with Section 1 above, the Employer shall, from and after the due date thereof, and until the full payment of arrears is made pay interest on such arrears at the rate of one and one-half (1½%) percent per month or the maximum permitted by law, whichever is less.

However, in cases where an Employer has voluntarily agreed to a verification of the amounts contributed to the Fund through an inspection of the payroll records of its Employees by a Certified Public Accountant retained by the Fund, the Employer shall not be obligated to make retroactive interest payments or payment of costs and expenses pursuant to Article XXII, paragraph 3 where the Employer proves to the satisfaction of the Arbitrator designated under Article XXII that the principal amounts at issue were not contributed because of a genuine oversight by the Employer. In such a case, interest upon the principal amounts determined by the Certified Public Accountant retained by the Fund shall be due the Fund at the rate specified in the immediately preceding paragraph from and after the earlier of the following dates: (1) the date of the Award of the Arbitrator designated under Article XXII; or (2) thirty (30) days following the receipt of a written request for payment from the Fund which sets forth the amount claimed, and the basis upon which it has been determined.

3. The National Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provides for equal representation by the Union and the Employers contributing to the said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.
4. It is agreed that the National Benefit Fund will provide disability benefits for the Employees covered by this Agreement, in accordance with the requirements of the New York State Disability Benefits Law. In view of the assumption of this obligation by the said Fund, the Employer agrees not to make any deductions from the covered Employees' wages on account of disability benefits. The National Benefit Fund will certify the assumption of this obligation in connection with disability benefits to the

appropriate State agency and to the Employer.

5. An independent audit of the National Benefit fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.
6. The Trustees shall continue to provide Benefit Fund enrollment cards to the Employers in accordance with its prior practice.
7. The Union and the Employers will request that the Trustees implement the cost containment measure discussed during the course of prior negotiations to provide for the more efficient and effective provision of benefits including steps which will result in increased use of panel physicians and dentists under current benefit schedules so that participant out of pocket costs are minimized. Such cost containment measures include, but are not limited to: mandatory hospitalization utilization review, mandatory second surgical opinion, surgical procedures to be performed on an out-patient basis, extended coordination of benefits, individual case management, pre-admission testing, generic drug substitution and provider claim audits.
8. The Union and the League of Voluntary Hospitals and Nursing Homes shall appoint a committee that will develop a program to provide the best possible health care and health benefits.
 - (a) In designing this program, the Union and the League agree to be guided by the following objectives. That the National Benefit Fund will:
 - (i) Promote health and prevent disease;
 - (ii) Provide comprehensive health benefits in a cost-effective manner, and when fully operational, at no costs covered to the Employees and their eligible dependents;
 - (iii) Provide improved access to high quality health care providers participating in the Plan;
 - (iv) Seek to eliminate and/or eliminate all Employee out-of-pocket cost through maximizing the availability of services from member institutions and affiliated, participating providers (including but not limited to physicians, dentists and mental health providers).
 - (v) Permit Employees and their eligible dependents to exercise choice of providers;
 - (vi) Seek ways through management of quality, utilization and price to restrain the growth in cost while maintaining the scope and improving the quality of services.
 - (b) To achieve these objectives the Union and the Employer will recommend and/or instruct the National Benefit Fund Trustees that they develop a comprehensive health care service network organized around a core of accessible, high quality primary care providers.
 - (c) During the interim, while arrangements for the health care service network are being developed and implemented, the Employer agrees as follows:

- (i) Effective as of the following dates the NBF required contribution rate (NBF URR) shall be increased to the following corresponding percentage of gross payroll:

<u>Effective Dates</u>	<u>Contribution Percentage</u>
<u>December 1, 2009</u>	<u>26.88%</u>
<u>December 1, 2011</u>	<u>28.38%</u>
<u>February 1, 2015</u>	<u>23.50%</u>

- (ii) To expand the NBF's preferred provider program the Employer will make maximum effort to encourage its member institutions to recruit affiliated physicians, mental health providers, dentists and other providers to accept NBF reimbursement as payment in full for medical, dental and all ancillary services.
- (iii) To designate appropriate top management with authority to implement this program with the NBF.
- (iv) To sponsor and conduct at the work place, with the NBF, health promotion-disease prevention programs which may include hypertension testing and treatment, breast cancer screening, nutrition, smoking cessation and other wellness programs.
- (d) The medical reimbursement schedule will be increased to the 2003 Medicare Schedule, effective June 1, 2003.

9. The College agrees to adopt and be bound by all joint decisions of the President of the League and the President of 1199 with respect to the schedule of pension contributions and other diversions, including the diversions set forth in paragraphs 6 and 7 of the League MOA and the January 22, 2007 side letter and Attachment 1 to the League MOA in regard to those funds in which the College is a participant. Attach documents referred to above from League Contract into this document.

10. For the life of this agreement, any provisions applied to institutions in the League of Voluntary Hospitals that reduce institutional costs in regard to Benefits provisions shall be applied in the same manner as the League to the College.

ARTICLE XXI

PENSION

The Employer shall contribute to the 1199 SEIU Health Care Employees Pension Fund and shall make monthly payments based on the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August.

1.

a. As of this date the URR percentages are as follows:

Date	Percentages
6/1/09 to 11/30/09	6.75%
12/1/09	7.45%
12/1/10	8.71%
12/1/11	9.16%
12/1/12	15.80%

b. The PF shall be amended to provide that as soon as is consistent with their fiduciary responsibilities the Trustees of the PF shall reduce the foregoing increased contribution rates to the PF, if permitted by applicable law and regulations. The parties shall share the economic benefit of such reduced contribution rates as follows.

If the Trustees modify the Preferred Schedule by reducing the URR, this Agreement shall be modified by:

i incorporating such reduced contribution rates as provided in the updated Preferred Schedule and

ii. providing improvements under this Agreement, including, but not limited to, wages as the Union deems appropriate (with the exception of PF improvements during the term of this Agreement and/or while the PF remains in critical status) by an amount costing one-half (1/2) of the savings to the Employers resulting from the reduction in the URR:

provided that,

(a) any such reduction of contribution rates and corresponding improvements implemented under paragraph 1b ii above shall be discontinued, in equal proportions, and revert to a restoration of the URR, if the Trustees determine such reversion is necessary for the PF to emerge from Critical Status as contemplated by the Rehabilitation Plan, and

(b) in no event shall (a) the Employer's cost under this Agreement be increased, or (b) the URR be lowered to less than six and seventy-five one hundredths of a percent (6.75%) pursuant to this procedure.

The Union shall promptly notify the Employer of the "improvements" under this Agreement.

2. Pension Improvements

- a. Effective April 1, 2005, increase Future Service multiplier, for calculating Pension Benefits, from 1.76 to 1.85. **Effective February 1, 2011, the Future Service multiplier, for calculating Pension Benefits, will be increased from 1.85% to 1.875%.**
- b. Current Retirees Pension Benefit shall be increased by four percent (4%) effective April 1, 2005, two percent (2%) effective February 1, 2006, three percent (3%) effective May 1, 2007 and three percent (3%) effective April 1, 2008.

3. Housing Mortgage Program:

Participants in the Pension Fund may borrow for housing mortgage purposes. The staffing for the PF Home Mortgage Program shall be as determined by the Executive Director, subject to review by the Trustees of PF.

- 4. If a payment or payments are not made in compliance with Section 1 above, the Employer shall, from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half (1 ½%) percent per month of the maximum permitted by law, whichever is less.

However, in cases where an Employer has voluntarily agreed to a verification of the amounts contributed to the Fund through an inspection of the payroll records of its Employees by a Certified Public Accountant retained by the Fund, the Employer shall not be obligated to make retroactive interest payments or payment of costs and expenses pursuant to Article XXII, paragraph 3(c) where the Employer proves to the satisfaction of the Arbitrator designated under Article XXII that the principal amounts at issue were not contributed because of a genuine oversight by the Employer. In such a case, interest upon the principal amounts determined by the Certified Public Accountant retained by the Fund shall be due the Fund at the rate specified in the immediately preceding paragraph from and after the earlier of the following dates: (1) the date of the Award of the Arbitrator designated under Article XXII; or (2) thirty (30) days following the receipt of a written request for payment from the Fund which sets forth the amount claimed, and the basis upon which it has been determined.

- 5. The 1199 Hospital and Health Care Employees Pension Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

6. Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.
7. An independent audit of the 1199 Hospital and Health Care Employees Pension Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.
8. The Employer shall not withdraw from the Social Security Program.
9. 1199 and the League have agreed to divert Pension Fund contributions to maintain the NBF including a memorial scholarship program to be agreed upon by the College and the Union and the new Contract Administrator program (see Article XLIII) in accordance with the terms set forth in the attached side letters referencing a one-time Pension Fund diversion and a Job Security Fund diversion of one monthly payment each year. Attachment 1 to the side letter of the 1199/League Agreement sets forth the periods that Fund diversions shall take place, unless CIPC determine that the diversion period(s) for specified diversion(s) should be changed based upon the cash needs of the Fund(s) receiving the diversions. In addition, the parties agree to reduce the Pension Fund contributions rate temporarily to achieve additional savings. CIPC shall determine the applicable rate and months. AECOM shall receive any Pension Fund reductions or treatment received by the League in the same manner once applicable rates and months are determined.
10. For the life of this agreement, any provisions applied to the institutions in the League of Voluntary Hospitals that reduce institutional costs in regard to pension provisions shall be applied on the same dates to the same degree to the College.

ARTICLE XXII
ENFORCEMENT OF ARTICLES XX AND XXI

1. The Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the funds and/or to enable the funds to comply with the requirement of Federal and applicable State law and for the collection of payments due pursuant to Article XX and XXI of this Agreement. The parties agree to implement electronic transmission of contributions and reports and to streamline reporting requirements. The parties will meet to discuss the most practicable implementation program to achieve this objective.
2. The Employer agrees to make available to the Funds such records of Employees as classifications, names, social security numbers and accounts of payroll and/or wages paid which the funds may require in connection with the sound and efficient operation of the Funds or that may be so required in order to determine the eligibility of Employees for fund benefits, and to permit accountants for the Funds to audit such records of the Employer.
3. In the event that the Employer fails to make payment of contributions as required by Article XX, XXI, and XXII there shall be prompt arbitration thereof before the

Impartial Arbitrator designated under this Article. The arbitrator is hereby empowered to:

- (a) direct the remedying of such violations relating to work performed subsequent to October 1, 1978 up to the date of hearing that have not been cured;
 - (b) direct that there shall be no further violations of such provisions of these Articles;
 - (c) direct that the following amounts, being the reasonable costs and expenses in connection with each Fund arbitration proceeding, be paid to the Fund(s) by the Employer:
 - (i) for an uncontested proceeding, the lesser of 10% of the amount found due to each Fund or \$500 to each Fund involved;
 - (ii) for a contested proceeding, the lesser of 20% of the amount found due to each fund or \$1,000 to each fund involved.
 - (d) In the event that the Employer fails to make payment of contributions as required by Articles XX and/or XXI, the Arbitrator shall also have the power to require the properly authorized agent of the employer to sign a Confession of Judgment in the amount of the Award including interest, costs and expenses as herein above provided within ten (10) days from the issuance of the Award.
4. Al Viani is hereby designated as an Impartial Arbitrator to hear and determine any disputes which may arise between the parties with regard to payment of contributions and/or interest under Article XX, Article XXI and the enforcement thereof under Article XXII. Such arbitration shall be heard no later than the ten (10) days after written request for arbitration is submitted to the arbitrator. The award of the Arbitrator shall be issued within five (5) days thereafter. In the event of a vacancy in this position for whatever cause, the parties shall expedite the selection of an arbitrator to fill the vacancy. If the parties are unable to agree such disputes shall be handled in accordance with Article XXIX until such time as the parties do agree on a replacement.
5. In the event that the attorneys for the Fund(s) or the Union are required to move in court for confirmation of the Award or to oppose a stay and/or motion to vacate or set aside the Award in whole or in part, reasonable attorney's fees shall be imposed by the Court, if the Award is confirmed or the stay denied.
6. In the event that the Trustees of the Fund have terminated benefit coverage or pension credits to Employee(s) because the Employer has failed to comply with the contribution requirements of Articles XX and/or XXI, then the Employer shall be directly liable to the affected Employee(s) for benefits to which the Employees would otherwise be entitled under the Funds; the amount of any benefits directly paid by

the Employer pursuant to this paragraph may not be credited or offset by the Employer against the amounts due the Fund(s) under Articles XX and XXI. However, in the event that the Employer pays all past due contributions, interest, costs and expenses as provided in this Article, it shall be entitled to a credit equal to 65% of the actual audited benefits paid directly but shall in addition be liable for the costs of auditing such direct payments in the amount of 15% of such amount.

7. The Employer agrees to the provisions of this Article XX, Benefit Fund and Article XXI, Pension Fund will continue in full force and effect in the event of any change in the name, composition or structure of the 1199 Pension Fund or the creation of any successor fund which assumes the responsibility to provide the same or similar health benefits to the Employees covered by this agreement, which change or changes are consented to by a majority of the Union Trustees and a majority of Employer Trustees designated by the League or by operation of law. In the latter event, all payment and other obligations referred to herein will be to the successor fund

~~8. ADD FROM 2007 MOA AECOM agrees to implement for all funds to which AECOM now contributes and the Contract Administrator program all changes in contribution rates agreed to by the President of the Union and the President of the League, by CIPC or by the Funds Trustees during the life of this CBA in the amount and on the dates determined by those individuals or bodies.~~

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ARTICLE XXIII **HEALTH SERVICE**

- A. The College shall establish an Employee's Health Service. Said Health Service shall provide full and free diagnostic service to the extent that such services are available at the College and its facilities, free prescription drugs in a reasonable amount and physician's treatment for Employees while they are in the College's employ. Employees eligible for coverage under the JMC Employee's Health Service shall come under the care of the JMC. Where services are not available at existing facilities, Employees may be referred by the treating physician to the College Hospital or other facility to the extent that such services may be available. The Union shall have appropriate representation on the advisory Health Services Committee. The committee shall meet to discuss improvement in the Health Service.
- B. The College supports the concept of insurance – full pay consultative medical services by AECOM-paid physicians who have agreed to accept same for services to AECOM Employees in the Union covered by the 1199 SEIU, National Benefit Fund for Health and Human Service Employees. A proposal to provide such services has been put forth as a recommendation by the Employee Health Service

Committee dated February 15, 1978 on the basis of the agreement to provide such services by certain consultants in various specialties. The College will initiate same so long as the physicians involved are agreeable to same. On or about January 1, 1983, a panel of specialists will also be made available to AECOM Employees referred by the JMC Health Service, subject to the agreement of the Chairpersons of the various department services involved. It is understood that so long as such services continue to be provided to a comparable degree, this will constitute full compliance with the College's obligation with respect to Article XXIII. This paragraph is acceptable to the extent that the arrangements are acceptable at the inception, that is, so long as they are comparable to the February 15, 1987 proposal.

ARTICLE XXIV
UNIFORMS

- A. The College shall provide, launder and maintain any uniforms which Employees are required to wear. Upon separation, the Employees shall be responsible for the uniform(s).
- B. In the event the College, in its discretion, pays a uniform allowance, instead of A above, said allowance shall be one hundred and seventy five (\$175) dollars per year, however, each Employee in the Custodial Department, Engineering Department, Cafeteria, Animal Institute or Receiving and Groundskeeping Department who does not receive safety shoes but whose shoes are subject to abuse from mopping or cafeteria liquids or solids, shall receive an additional thirty (\$30) dollars per year. Where a uniform allowance is paid, such allowance shall be paid in a single lump sum payment on an annual basis (for new Employees, payment shall be given at the end of their probationary period) provided a signed authorization is received from the Employee that if he/she leaves prior to the expiration of the year, he/she shall be liable for a pro-rata share of the uniform allowance. Where the College elects to provide a uniform and fails to do so, such failure shall be subject to the grievance machinery. (See side letter for DOSA agreement)
- C. If an Employee's personal clothing is subject to undue risk of damage, the College will provide suitable protective apparel. This clause shall be subject to the grievance machinery.

ARTICLE XXV
REST PERIODS

There shall be two (2) fifteen (15) minute rest periods each work day.

ARTICLE XXVI
TUITION

- 1. The College agrees to reimburse Employees for tuition costs for courses taken at an

accredited institution which leads to qualification in a field in which work is currently being performed within AECOM or leading to a degree even though such courses are not necessarily related to the Employee's job, subject to the provisions of paragraph 12 & 13 of this Article. It is understood that "leading to a degree" for the purposes of this article means any courses taken while matriculated or courses that the educational institution verifies are taken as a prerequisite to qualify for matriculation.

2. All permanent full-time and part-time Employees actively working a regular schedule of more than seven (7) hours per week are eligible subject to the provisions of paragraph 12 & 13 of this Article.
3. All temporary full-time and part-time employees actively working more than seven (7) hours per week are eligible after completing three (3) continuous months of employment subject to the provision of paragraph 12 & 13 of this Article.
 - (a) Employees working a full-time schedule are entitled to reimbursement of full tuition costs, subject to the provision of paragraph 12 & 13 of this Article.
 - (b) Employees working a part-time schedule are entitled to reimbursement of full tuition costs pro-rated in accordance with the percentage of hours worked, subject to the provision of paragraph 12 & 13 of this Article.
 - (c) The determination of full-time or part-time status for a given semester is based on the actual schedule worked at the time the Application for Approval of Tuition Reimbursement is submitted.
4. Courses must be taken on the Employee's own time and may not conflict with the Employee's regular work schedule in order to be eligible for reimbursement.
5. Workshops, seminars, lecture series, symposia, etc. will not be approved for reimbursement. However, short term courses of a technical nature given at an accredited institution and related to the acquisition of new skills that are necessary for the proper performance of an Employee's current job will be eligible for reimbursement.
6. Evidence of successful course completion in the form of an official transcript, or a student report must be submitted prior to reimbursement. Successful course completion is defined as a passing grade consistent with the grading system of the institution at which the employee took the course(s). Any Employee who does not receive a passing grade in a course will not be reimbursed for such tuition costs.
7. To be eligible for reimbursement, an employee must be actively employed by the College from the time a course of study is initiated through the time the course is completed. An Employee terminating his employment with the College prior to the successful completion of his course of study forfeits any reimbursement that would normally have been due him. Permanent Employees who are laid off are entitled to

receive the same reimbursement benefits for that semester that they would have enjoyed had they remained actively employed by the College. An Employee on a leave of absence is not eligible for reimbursement under this policy.

8. The Tuition Reimbursement Policy applies to tuition charges only. Fees, books, and other charges will not be considered eligible expenses.
9. Prior notification to and approval of the College in accordance with the College's tuition reimbursement procedure is required. Such approval shall not be unreasonably withheld and is subject to the grievance procedure.
10. The College Career Profile Questionnaire shall be completed by the Employee on an optional basis only.
11. All requests for tuition reimbursement must be submitted as follows:
 - (a) The procedures for Tuition Reimbursement will allow applications one month prior to the beginning of each semester and one month after the beginning of each semester. Employees are nevertheless encouraged to apply prior to the beginning of the semester since they will be responsible for tuition costs that do not qualify under the College's Tuition Program.
 - (b) Within two months following the completion of the course work, an official copy of the Grade Report indicating that the course has been successfully completed together with a Bursar Receipt verifying payment of tuition charges, must be submitted to the Employment/Employee Relations Manager.
 - (c) The college will not unreasonably deny Employees requests to use accrued time to attend eligible courses provided further that the College determines there is no interference with its operational needs.
12. Eligibility for tuition reimbursement as provided in Article XXVI shall be subject to the following:
 - a. For an Employee during his/her first year of employment – no eligibility.
 - b. For an Employee during his/her second year of employment – 25% of his/her covered tuition costs.
 - c. For an Employee in his/her third year of employment – 50% of his/her covered tuition costs.
 - d. For an Employee in his/her fourth year of employment – 75% of his/her covered tuition costs.
 - e. For an Employee after four (4) full years of employment 100% of his/her covered tuition costs.
 - f. An Employee who was formerly receiving reimbursement for tuition costs during the Spring 1992 or Summer 1992 semesters should be entitled to 100% tuition reimbursement for tuition costs covered by Article XXVI for the

Fall 1992, Spring 1993 and Fall 1993 semester (excluding Summer 1993 semesters).

13. An Employee's eligibility for each higher level of tuition reimbursement commences with the first full semester after he or she completes the required period of employment, e.g., an employee who completes his twelve (12) months of employment on March 15, 1994 would be eligible for twenty five percent (25%) tuition beginning the Summer of 1994 semester.
14. The College will provide each employee with the Tuition instructions and procedures. The College will also provide the Union with sufficient copies of a memorandum indicating how employees can obtain the rules and regulations and application forms, for tuition reimbursement benefits for the Union to distribute to current employees.

ARTICLE XXVII
PAST PRACTICES

- A. The specific past practices of the College other than those applicable to the Engineering Department are those set forth below:
 1. Employees who have been allowed by their department to leave at 4 P.M. on Friday afternoon as previously in connection with Sabbath observance shall continue to be permitted to do so, so long as the time is made up at a mutually convenient time within the same work week.
 2. The College will not arbitrarily compel Employees to split their vacation. There shall be no arbitrary restrictions imposed on the right of the Employees to split their vacation entitlement.
 3. Employees who are authorized by the College to leave early because of travel hazards due to storm will be paid for the remainder of the shift.
 4. Employees will not be prevented from having a specific vacation time rescheduled if this does not interfere with the operations of the department or come in conflict with other Employees' vacation schedules.
 5. Employees who are requested by their supervisors to take tests or examinations that are only given during the Employee's normal work schedule shall not have the time for such test(s), i.e., excluding preparation time, charged against accrued time nor be docked for same.
 6. Wherever practicable, management shall help facilitate the process by which Employees in the clinical labs obtain clinical licenses.
 7. Employees who are released by their department for medical treatment at any of the recognized AECOM's Employee's Health Services or related AECOM facilities to which they are referred by the Health Service shall not be

docked pay for the time missed during a work day to obtain this treatment.

8. Employees shall not for arbitrary reasons be required to bring a doctor's note in connection with absence due to claimed illness. Non-arbitrary reasons for requiring a doctor's note shall include the following: illness of three days or more, pattern of illness on certain days, claimed illness during period of possible job actions and other non-arbitrary reasons.
9. In departments where upgradings take place on the basis of experience acquired by time spent working in a given job classification, such practice shall be continued; such departments and titles being specified in the following list:

<u>Job Title</u>	<u>Wage Scale</u>	<u>Grade</u>		<u>Period of time*</u>
		<u>From</u>	<u>To</u>	
Animal Caretaker	Service	I	III	3 years (with AALAS Certification)
Animal Caretaker, Jr.	Service	I	III	5 years
Laboratory Helper	Service	I	II	5 years
Diagnostic X-Ray Tech.	Technical	I	II	3 years
Diagnostic X-Ray Tech.	Technical	II	III	2 years
Radioisotope Tech.	Technical	I	II	1 year
Radioisotope Tech.	Technical	II	III	1 year
Radioisotope Tech.	Technical	III	IV	3 years
Radioisotope Tech.	Technical	IV	V	3 years
Case Aide	Social Service	III	--\$350 per yr for 5 years	
Case Aide	Social Service	IV	--\$350 per yr for 5 years	
Social Worker	Social Service	I	--\$350 per yr for 5 years	
Social Worker	Social Service	II	--\$400 per yr for 5 years	
Social Worker	Social Service	III	--\$400 per yr for 5 years	
Psy Rehab. Worker	Psy Rehab. Worker	III	--\$350 per yr for 5 years	
Psy Rehab. Worker	Psy Rehab. Worker	IV	--\$350 per yr for 5 years	
CMHW	CMHW	1 st year	2 nd year	1 year
CMHW	CMHW	2 nd year	3 rd year	1 year
CMHW	CMHW	3 rd year	Sr. CMHW	1 year
Sr. CMHW	CMHW	1 st year	2 nd year	1 year
Sr. CMHW	CMHW	2 nd year	3 rd year	1 year
Sr. CMHW	CMHW	3 rd year	4 th year	1 year
Supervisory CMHW	CMHW	1 st year	2 nd year	1 year
Supervisory CMHW	CMHW	2 nd year	3 rd year	1 year
Supervisory CMHW	CMHW	3 rd year	4 th year	1 year

*Period of time is additive, not cumulative.

10. The College will continue to supply Physician Assistants with three (3) sets of uniforms for those Physician Assistants who are required to wear uniforms while on duty.

11. The practice of Physician Assistants in the Emergency Room and Screening Clinic substituting for each other where approved by the supervisor shall be continued.
 12. The practice of the MMTP Physician Assistants substituting for each other during a Saturday session where approved by the supervisor shall be continued.
- B. The specific past practices of the College applicable to the Engineering Department are set forth below:
1. With regard to sick leave, it is understood that all Employees with one or more years of service shall be allotted their annual entitlement of 12 days of sick leave per year (pro-rata for part-time Employees) at the beginning of each contract so that such days will be available for genuine bona fide illness under the conditions provided for in the sick leave provision of Article XVII. It is further understood that if an Employee ceases active employment during the contract year and utilized more days of sick leave than he or she had accrued at the rate of one day for each month of employment during that year, then payment for excess number of days used shall be deducted from his wages or other payments due and, if insufficient funds are available, otherwise repaid.
 2. With regard to personal days, all Employees with one or more years of service shall be allotted their annual entitlement of seven (7) personal days (pro-rata for part-time Employees) at the beginning of each contract year so that they may have such days available for use in accordance with Section G, Article VIII. In the event such an Employee ceases active employment during a contract year having utilized more personal days than he or she would be entitled to on an accrual basis of .583 days per month worked, then payment for any additional personal days used beyond that accrued will be deducted from wage or other payments dues and if these are insufficient to cover the amount owed, otherwise repaid.
 3. Where hand tools are required to be provided by an Employee, and such tools are broken or stolen due to no fault of the Employee, then the college shall replace such tools; otherwise, the Employee is obligated to replace such tools.
 4. It is understood that the prohibition against pyramiding in Article VIII, Section F of the contract incorporates (a) the non-inclusion of either weekend shift differentials in the base on which overtime is computed and (b) the utilization of only the higher of either the applicable shift or weekend differential for work performed on weekend evenings.
 5. With regard to the Union's request for sleeping facilities for Employees called in after midnight, the College will exercise its best efforts to make available

suitable facilities to accommodate those Employees who are called to work after midnight and must then report to work on the following day shift after completion of their call-in assignment.

6. Employees on the payroll of the College in covered titles prior to the effective dates of wage increases but on unpaid leaves of absence on the effective dates of such increases will receive such increases effective upon return to “active” (that is, paid) Employee status.
7. This will confirm our understanding that the classification “Lead Person” in the Engineering Department of the Albert Einstein College of Medicine shall be understood to refer to Employees who do not have supervisory authority.
8. A supervisor (in whatever title including Assistant Supervisor) will have the primary duty of supervision with minimal hands-on work. Examples of non-bargaining unit work include interviewing prospective Employees and making recommendations, evaluating performances of Employees, making decisions as to the manner of deploying Employees, making recommendations concerning disciplinary actions and preparing work schedules and assigning overtime work. “Minimal hands-on work” means that a supervisor may not perform bargaining unit that is, hands-on) work on a regular, on-going basis. A supervisor may do bargaining unit work in a genuine, verifiable emergency. Absences and/or being short-handed does not of themselves create an emergency. In any event a supervisor may not perform bargaining unit work:
 - (i) If the job could be done by the existing Employees on an overtime basis and such employees are willing to accept the OT; and/or
 - (ii) Unless all off duty employees from that shop who can be reached with reasonable effort have been offered the opportunity to work on such job and declined; and/or
 - (iii) Unless all vacancies in the department have been posted and good faith efforts are being made to fill them.
9. In the event an incumbent Employee is promoted to the position of lead person, he will receive the higher of:
 - a. the grade rate for lead person, or
 - b. his incumbent rate plus an additional \$10 per week.
10. In the event an incumbent Employee is promoted to the position of engineer on a full-time basis with both a high pressure stationary engineer license and refrigeration license, then such Employee shall have a six-month probationary period and shall receive the appropriate rate for Engineer both during and after successful completion of the probationary period.

11. In the event an incumbent Employee is promoted to the position of a part-time engineer with both a high pressure stationary license and a refrigeration license, then such Employee shall have a six-month probationary period and shall receive a pro-rata share of the grade rate, both during and after successful completion of the probationary period.

ARTICLE XXVIII
PART-TIME EMPLOYEES

- A. Part-time Employees as defined hereunder shall receive benefits provided in this agreement on a pro-rata basis based on actual regular hours of work.
- B. Employees hired to work part-time who average three and one half (3½) or more hours per week beyond their regular part-time schedule during the contract quarter, shall receive an adjusted vacation, holiday and sick leave entitlement in their bank, based on the average time actually worked during the previous contract quarter, beginning with the quarter October 1, 1986 to December 31, 1986.
- B. The Employer will not split a full-time position in which there is an incumbent into part-time jobs.

ARTICLE XXIX
GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE

- A. Any dispute, difference, or controversy related to wages, hours and working conditions shall be resolved in the following manner:
- Step 1. In discussion between the Employee and/or the Union delegate and the immediate supervisor involved.
- Step 2. In discussion between the Union representative and the Labor Relations Manager.
- Step 3. Arbitration.
- B. Grievances shall be initially presented to the College at Step 1, by the Union, within a reasonable time from the occurrence of the dispute. Any grievance not presented in a timely manner is deemed to be waived and cannot, thereafter, be grieved. For a grievance to be timely, it must be presented to the College by the Union in writing a maximum of 60 days from the time the dispute was known to the affected employee to have occurred if no Union delegate or official was given notice or had prior knowledge of the occurrence; a maximum of 40 days if a Union delegate but not a Union official (the Organizer, Vice President or Chairperson of the Negotiating Committee) had notice or prior knowledge of the occurrence, and a maximum of 30 days if a Union official had notice or prior knowledge of the occurrence. In the event the grievance occurs during an Employee's probationary period, and the Employee passes the probationary period, he or she shall have up to 30 days from the completion of probation to file such grievance. In the case of disputes which occur

above the department level or in more than one department, either party shall begin the grievance at Step 2.

- C. No grievance shall remain unresolved at any step for longer than five (5) days; after five (5) days, either party shall have the right to take it to the next step.
- D. The Union shall act with reasonable dispatch at each step. This shall be interpreted to require that for the Union to take a timely filed grievance to arbitration, it must notify the College in writing of its possible intention to do so within 30 working days from the time of receipt of the College's final response in the grievance process at Step 2, and by filing a demand for arbitration with the American Arbitration Association ("AAA") within 30 calendar days after filing the notice of intent to arbitrate with the College provided the Union requested each successive step of the grievance procedure within 15 days of the College's response at the previous step. Wherever there is reference to days, it shall mean all days the College is functioning in any respect. This agreement does not apply to or has no implication for continuing violations, that is, grievances that have previously risen but continued to be equally applicable and current at the time they are grieved. Grievances relating to all disciplinary actions and transfers are not considered continuing grievances
- E. Either party, i.e., the Union or the College, may refer an unresolved grievance for arbitration, to the American Arbitration Association who shall conduct arbitrations in accordance with the rules of the American Arbitration Association as hereafter provided.
- F. Any legal papers, including subpoenas, necessary in an arbitration may be served by ordinary mail. The serving of other notices required under New York Civil Practice Law and Rules is hereby waived.
- G. The Arbitrator's Award shall be final and binding. The Arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement. The fee expenses of the arbitration shall be borne equally by the parties.
- H. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after receipt of the written answer from management in Step 1, be presented in Step 2. A grievance at this step will be presented in writing, by a duly designated Union representative and to the Labor Relations Manager or his/her designee. A Grievance Meeting will be scheduled for a mutually agreeable date and time during normal business hours promptly following the receipt by either party of a written request by the other for such Grievance Meeting as follows: (a) for disciplinary grievances involving discharges or suspensions within fifteen working days; (b) for other grievances twenty-five (25) working days.

Grievance hearing will be heard during work time if operationally feasible. Only one delegate and the grievant will be paid. Additional union delegates or witnesses will be allowed on their own time to attend only if operationally feasible. The time for such grievance hearing will be set up by the Labor Relations Manager.

If the parties cannot agree on a date and time for a grievance within this period, then each side will offer in writing three dates and times (during normal business hours) from which the other side will pick one. From the two dates so selected, one will be chosen by the parties on alternating grievances provided such date is not more than 15 working days or 25 working days from the date of the request for a Grievance Meeting depending on the type of grievance. Notwithstanding the above, each side will be entitled to one adjournment of this date by written request delivered to the other party before the scheduled date, in which event a new date will be scheduled within fifteen (15) or twenty-five (25) working days of the initial scheduled date depending on the type of grievance. Selection of an adjourned date shall be according to the same procedure used to schedule the original date. The Employer shall use its best efforts to render its written decision within five (5) days after the second step grievance meeting; in no event will its written decision be rendered more than ten (10) days following such meeting.

Failure of either party to appear and fully present its case at the Grievance Meeting on the scheduled date and time or of the Employer to render its decision within the time limits set forth above shall result in a default by such party and the grievance shall be deemed granted by the Employer, or waived by the Union as the case may be, but solely with respect to the particular grievance (i.e., the deemed grant or waiver will not bind or be a precedent in other cases). This paragraph shall not apply to a grievance arising from the issuance of disciplinary warnings where no other disciplinary action (e.g., termination or suspension, etc.) is involved.

In the event that the number of Grievance Meetings requested exceeds 10 in a week and is thereby beyond the ability of the Employer to schedule within the prescribed time limits, the Union and the Employer shall attempt to resolve the problem by mutual agreement.

The above time limits and sanctions shall apply to grievances presented at Step 2 on or after November 1, 1992. The parties will use their best efforts to promptly hear and resolve all currently outstanding third step grievances where a hearing has been requested. This provision will not limit the present right of the grieving party to proceed to arbitration.

Failure on the part of the Employer to answer a grievance at Step 1 shall not be deemed acquiescence thereto (except as provided above with respect to Second Step Grievances), and the Union may proceed to the next step.

All second step decisions will be mailed to the Organizer and Area Director in care of the Union Headquarters (310 West 43rd Street, New York, NY 10036) and a copy given to the delegate who handled the case.

DISCHARGE AND PENALTIES

1. Upon completion of his probationary period, an employee may be discharged or disciplined for just cause only. Such discharge or discipline shall be subject to the grievance and arbitration provisions of this Agreement.

2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 2 of the grievance machinery.

If the Union notice of contest is given from six (6) days to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the Arbitrator shall not consider the failure of the patient to appear as prejudicial.
4. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.
5. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

ARBITRATION

1. Within 2 weeks of this settlement, the American Arbitration Association (AAA) will be requested to forward the parties nine designated arbitrators selected by the AAA. The AAA will be directed that they are to only designate arbitrators who are of the caliber regularly used as "designated arbitrators"; that is, well established arbitrators who are commonly accepted by labor and management. The parties will alternately strike names until five remain. The remaining five will serve as a panel of available arbitrators. This process shall be completed within one month of the signing of this agreement. If either party fails to participate in this process within the time limit, the other shall strike all four names. The AAA will be instructed that each of the named arbitrators must guarantee that he/she can assign a hearing date for cases within two months of being named, and if it is a case of dismissal or suspension, within one month. From the panel of five, the individual arbitrators for given cases will be selected in alphabetical order but only if they are available to hear the matter within the above time periods. Vacancies in the panel shall be filled in the same manner as the selection of the original panel.
2. Both parties must accept the dates proposed by the arbitrator unless the arbitrator agrees that there is a valid reason for a party not accepting the dates offered or both parties agree to request a different date. No extensions will be granted for more than four weeks, no more than one extension per side. The arbitration must still take place within the time periods specified in Section (1) above. Any party that seeks and obtains an adjournment for a hearing date for any reason is obliged to pay the

total arbitrator's fees and AAA fees for such adjournment.

3. Both parties may present to the arbitrator estimates of the amount of time they require to present their case. However, the arbitrator will set in advance the number and time of sessions to hear the case and said time allotted will be binding as a maximum. All the sessions must be within one month of the first session unless the arbitrator agrees otherwise. Each party must present its case in 1/2 the time allocated by the arbitrator for the case. Either party may supplement their case with papers submitted within two weeks of the last session and either party may respond to submitted papers within two weeks of receiving papers from the other side. Only one new submission and one response are allowed, and the response may not raise new issues but only respond to issues raised in the other party's new submission.
4. Challenges to the arbitrability of a case or to the interpretation of these rules will be made as part of the case and shall be heard simultaneous to the merits of the case and not be bifurcated unless both parties agree otherwise. If the arbitrator rules that the case is not subject to arbitration, then a ruling on the merits will not occur and no precedent will be set on the merits.
5. Charges of default in the grievance procedure will be handled like challenges to the arbitrability of a case described above. Claims that an arbitrator's award has not been implemented may be made in an expedited manner to the same arbitrator by papers alone, without need of hearing, but with either side allowed to submit one set of response papers. As in all cases, the award of the arbitrator will be binding.
6. The parties agree to the transfer of all pending arbitrations as of the date of execution of this agreement involving bargaining unit exclusions to the process indicated above, subject to the understanding that the parties will work out a schedule so that there will not be more than one hearing before the AAA in any two week period, and further, that the College retains all procedural and substantive claims that otherwise exist in regard to all such outstanding arbitrations that will hereafter be resubmitted pursuant to this provision
7. If the parties agree, the arbitrator shall hear more than one case in a day.
8. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.
9. The award of an Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.
10. The Arbitrator shall have jurisdiction only over disputes arising out of grievances and he/she shall have no power to add to, subtract from, or modify in any way of the terms of this agreement.

MEDIATION

1. Grievance Labor Management (effective for grievances presented at Step 2 on or after November 1, 1992).
 - (a) Upon the request of either party a grievance not resolved at the second step shall be submitted to mediation within 10 working days after completion of Step 2 of the grievance procedure.
 - (b) There shall be a mutually designated mediator or panel of mediators who agree to mediate within fifteen (15) working days of notice.
 - (c) The parties may present up to five (5) grievances per mediation session. Wherever possible, each side shall present its case within thirty (30) minutes. Each party will designate a spokesperson among those present (no outside lawyers or house counsel).
 - (d) Cost of mediation is to be borne equally by the parties.
 - (e) The mediators will attempt to assist the parties to resolve each grievance on mutually agreeable terms. Any recommendation by the mediator will be made at the time of the meeting, no recommendation by the mediator shall be in writing (except as the parties may agree) and no position, testimony or statement by any party, his representative, the mediator or witness shall be used in any future arbitration proceeding or for any other purpose.
 - (f) All currently outstanding arbitrations involving disciplinary disputes and cases of contract application concerning fact-oriented issues, in which no hearing has yet been held, at the request of either party, shall be submitted to mediation within 120 days of the effective date of this provision. The referral to mediation will not delay any scheduled arbitration hearing unless the parties mutually agree to such delay.

LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee consisting of Union and AECOM members which shall adopt rules of procedure for the quick resolution of grievances submitted to it pursuant to this Article. Upon the request of either party within ten (10) working days after completion of Step 2, a contract interpretation grievance shall be submitted by either party to the Labor Management Committee which will meet within (15) days of submission to attempt to resolve the dispute. Depending on the nature and scope of the grievance at hand, either side may invite additional persons to join its side to assist in the presentation of and/or deliberations upon an issue before the committee.

The Union members of the Labor Management Committee shall have one vote and the Employer members shall have one vote. If such dispute is thereby resolved, such decision shall be final, conclusive and binding upon the Employer and the Union and its members. Referral to the Labor Management Committee will not delay any scheduled arbitration hearing unless the parties mutually agree to such a delay.

ARTICLE XXX
MANAGEMENT RIGHTS

The management of the College and the direction of the working forces are vested exclusively with the College. The College retains the sole right to hire, discipline or change the starting and quitting time and the number of hours to be worked; to promulgate rules and regulations; to assign duties to the force; to reorganize; discontinue and enlarge any department or division; to reasonably transfer Employees within departments; to introduce new or improved methods or facilities, to carry out the ordinary and customary functions of management whether or not possessed or exercised by the College prior to the execution of this Agreement, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE XXXI
UNION ACTIVITY

There shall be adequate Bulletin Boards

Union representatives may visit the College to conduct Union Business, provided they do not interfere with operations of the College. Union representatives will inform the appropriate official of the College prior to making such visits.

The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings provided College operations shall not be impaired.

Subject to the operational needs of the school, as many delegates as can be released will be released for up to five (5) days with pay for intensive training in the areas of: understanding the cost savings programs being implemented by the National Benefit Fund, in helping to prevent fraud and abuse in the Funds and in understanding the collective bargaining agreement and collective bargaining process. The Employer will be reimbursed for the cost of release time (approximately \$1,000 per delegate).

The Employer agrees to continue to participate in the Contract Administrators program, for the term of this Agreement. Funding shall be as follows:

(1)

The Contract Administrator Program and Delegate Training programs shall be extended for the period October 1, 2011 – April 30, 2015. The total costs of release time will be reimbursed to the Employer via a deduction from contributions otherwise due to the NBF.

- (2) During the term of this Agreement, AECOM will not remove or initiate any proceeding to remove, any employee or classification from a bargaining unit covered by this Agreement based upon an application of the NLRB decision in Oakwood Healthcare, Inc., 348 NLRB No.37 (2006) to the current job duties of the employee or classification.**

ARTICLE XXXII
NO STRIKE – NO LOCKOUT

- A. Neither the Union nor the members shall engage in any strikes, sit-downs,, slowdowns, cessation or stoppage of work, picketing, boycotts, or any other similar interference with the operations of the College.
- B. Neither the Union nor its officers, agents or representative shall authorize, assist, engage in, or in any way participate in any strike, sit-down, slowdown, cessation or stoppage of work, picketing, boycott, or other similar interference with the operations of the College.
- C. The College shall not engage in any lockout of Employees.
- D. Any dispute arising from the interpretation, application or meaning of this Article shall be directly subject to the arbitration procedure appearing in Article XXIX of this Agreement.

ARTICLE XXXIII
EFFECT OF LEGISLATION - SEPARABILITY

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

ARTICLE XXXIV
HIRING

The College agrees to notify the 1199 Employment Service of all bargaining unit jobs and training position vacancies, and shall afford the Service seventy-two (72) hours from the time of notification to refer an applicant for the vacancy, before the College hires from any other source. The notices to the hiring hall shall be delivered by messenger on the day of the posting or by next day delivery. The hiring hall shall therefore have 72 hours from the time the messenger or delivery service arrives in which to have qualified applicants apply

but the College shall continue to have the final decision on who to hire.

ARTICLE XXXV
SOCIAL WORKERS, PHYSICIAN ASSISTANT, AND PSYCHOLOGY PERSONNEL

The following are in effect based on the availability of funds within the department. (For Psychology Personnel, the following are in effect based on the availability of funds within the appropriate financial subdivision and consistent with the interest, mission and purpose of the department.)

1. Social Workers, Physician Assistant and Psychology Personnel who present papers or are on the program of professional conferences as workshop leaders or participants are given time to attend such conferences and shall have their proper expenses paid.
2. Social Workers, Physician Assistant and Psychology Personnel who have been employed for two years shall be eligible for reimbursement of their expenses in attending professional meetings and conferences.
3. Registration fees at conferences will be paid only to persons sent as representatives of the College based on the equitable distribution of prior identified funds in the budgetary year.
4. Social Workers, Physician Assistant and Psychology Personnel who are required to use their own automobile in the performance of their duties shall receive not less than the mileage allowance provided to other Employees in the Institution.
5. The College agrees to make a good faith effort to consider all Psychology Personnel on an equitable basis with regard to attendance at conferences.

ARTICLE XXXVI
LICENSED PRACTICAL NURSES

1. The shift differential (evening or night shifts) will be \$100 per month for full-time Employees.
2. "In-charge" bonus payment shall be one (1) hour's wages per shift. Such assignment is not to be deemed fixed for any duration, nor will it become a part of the base annual salary
3. The uniform allowance shall be in accordance with the provisions of Article XXIV.

ARTICLE XXXVII
PHYSICIAN ASSISTANTS

A. Professional Requirements

1. All Physician Assistants shall meet the professional licensing requirements for Physician Assistants established by law and governmental authorities.
2. Physician Assistants in the Division of Substance Abuse shall take one hundred (100) continuing education credits every two (2) years.

B. Continuing Education

1. The College shall provide the necessary continuing medical education course offerings or shall advise the Physician Assistants of course offerings at other institutions which they may take. Reimbursement for continuing Medical Education courses at other institutions will be consistent with Article XXXV. To the degree that sufficient courses are offered by the College, the Physician Assistant shall take such courses rather than courses at other institutions. To the degree a Physician Assistant is not permitted to attend Continuing Medical Education courses because of operational reasons, such Physician Assistant will be given priority for reimbursement for Continuing Medical Education courses at other institutions at times that are operationally feasible to the unit and within the availability of funds within the Department.
2. Courses given during the Physician Assistant's working time may only be taken with the approval of the supervising physician, and in the division of Substance Abuse, with the final authorization of the division medical director. Such approval shall not be unreasonably denied.
3. Released time with pay shall be afforded the Physician Assistant to attend such continuing medical education courses given during the working time of the Physician Assistant that are approved by the supervising physician, and in the Division of Substance Abuse with the final authorization of the Division Medical Director.

C. Loss of Legal Sponsorship

In the event that a sponsoring physician withdraws his/her legal sponsorship (supervisory authorization) of a particular Physician Assistant, the following procedure shall be effective:

1. The Physician Assistant may grieve the charges alleged against him either through the regular grievance and arbitration procedures of the contract or through a medical committee of five (5) clinical physicians. (The forum of the grievance hearing, either arbitration or medical board, shall be at the option of the College). The medical board of five (5) clinical physicians shall be chosen as follows: Two (2) clinical physicians selected by the Dean of the College,

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two (2) clinical physicians selected by the Union, one (1) clinical physician selected by the other four (4) clinical physicians

2. In the event that the grievance procedure (arbitration or medical committee) finds that the withdrawal of supervisory authority was unreasonable the College shall:
 - (a) Make its best efforts to secure alternate legal sponsorship for the Physician Assistants so as to avoid termination of the Physician Assistants or
 - (b) If no legal sponsor can be secured then in that event the Physician Assistants shall receive severance pay according to the following schedule:

<u>Period of Continuous Employment</u>	<u>Amount of Severance Pay</u>
Less than 6 months	None
Six (6) months but less than one (1) year	Four (4) months pay
One (1) year but less than two (2) years	Seven (7) months pay
Two (2) years but less than three (3) years	Ten (10) months pay
Three (3) years or more	Twelve (12) months pay

- D. Meetings: A Physician Assistant in the DoSA program will be invited to attend DoSA Medical Staff meetings in regard to discussions of any subjects relevant to medical care at DoSA.

ARTICLE XXXVIII

CLERICAL EMPLOYEES IN THE OFFICE OF DEVELOPMENT ON UNIVERSITY BUDGET

Clerical Employees on the payroll of Yeshiva University who work in the Office of Development and are now and who remain physically located at AECOM campus on a permanent basis and who were, previous to coming to AECOM, part of the 1199 bargaining unit at Yeshiva will be included in the AECOM 1199 bargaining unit as of October 1, 1984.

1. For purposes of all benefits including vacation entitlement and heat days but excluding only pension and welfare payment commencement, such Employees shall be considered as new Employees as of their date of inclusion in the AECOM contract.
2. For purposes of seniority for layoff and recall, such Employees shall be considered as Employees as of their date of hire at Yeshiva University.

ARTICLE XXXIX **CONFERENCES**

Professional and Technical Employees may be considered for attendance at professional conferences related to their work on a reasonable and non-discriminatory basis to the extent that Funds are made available for such purposes within each Department in the College. Attendance pursuant to this provision is subject to the discretion of the department head concerned.

ARTICLE XL
OCCUPATIONAL SAFETY AND HEALTH

- A. The College will provide all Employees with adequate, clean, structurally safe and sanitary working conditions. In areas not under its control the College will exert its best efforts to obtain compliance with this principle by the parties directly responsible.
- B. The Union shall designate three (3) members for participation in the College's Safety and Health Committee, one from the clinical area; one from the research area and one general designee. The Health and Safety Committee shall cooperate to investigate, identify, and remove conditions which are hazardous to an Employee's safety and health. This Committee shall meet not less often than quarterly. The Union shall also designate one member for participation in each of the following committees. The Biohazard Committee, The Chemical Hazard and Storage Committee, The Radioisotope Committee for Human Use, and the Radioisotope Committee for Non-Human Use, such designees being members with reasonable knowledge in the work of each such committee. It is agreed that the Union's representatives to these committees act hereunder exclusively in an advisory capacity and that the Union representatives to safety and health Committees shall not be liable for any work-connected injuries, disabilities or disease which may be incurred by Employees.
- C. All Employees subject to hazardous conditions will be provided with safety devices or equipment to wear that are determined to be appropriate and reasonably conducive to protecting health and safety. Such safety equipment or devices may include steel-toed shoes, full-face shields, gloves, and aprons.
- D. Where an Employee is required to wear a uniform which may be subject to contamination, such uniform will be laundered by the College. Such uniforms may not be removed from the Employee's work site.
- E. The Employer will schedule or obtain the results of medically appropriate physicals and/or special tests as often as is determined to be medically appropriate for Employees subject to specific occupational health hazards because of possible exposure to biological, bacteriological, radiological or chemical contamination. The Employer will pay for such examinations and special tests to the degree that they are not paid for, reimbursed or otherwise provided for from other sources including the National Benefit Fund.
- F. The College shall endeavor to provide information on issues of occupational health

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and safety relevant to College Employees that the Health and Safety Committee considers to be useful to College Employees in helping to protect the health and safety of Employees.

- G. Employees reasonably likely to be exposed to hepatitis in the course of their employment shall be enrolled in a hepatitis screening program, which will provide testing and, where appropriate, vaccines or drugs as medically appropriate.
- H. The College will set up a training session on health and safety procedures with the involvement of 1199 representatives from the College's Health and Safety Committee for all Employees in 1199 whom the health and safety committees decide require health and safety training. Such training sessions will be regularly scheduled at intervals of not more than every four months or as otherwise mutually agreed for Laboratory personnel and annually for all personnel whom the health and safety committees decide require health and safety training. The health and safety committees each containing an 1199 representative will consult with the College's safety personnel in setting up any course content which the committees consider necessary within each of their respective areas. The committees will consult Union's OSHA department wherever safety issues affect 1199 members on course content and the appropriate number of hours for training.
- I. A member of the Union Safety Committee will be invited to attend and participate in the Annual Safety Training Session set up by the College's Safety Office for housekeeping personnel.
- J. College will comply with all federal, state and local laws on safety including recently adopted OSHA pathogen standards.
- K. Employee members of the College's occupational safety and health committees will be paid at their regular rate of pay for conducting inspections or accompanying a Federal, State or Local safety or health inspector on an inspection tour or performing any other function designated by the Health and Safety Committees.
- L. Training with respect to lifting or moving heavy equipment shall be given at AECOM. AECOM shall post OSHA documents with respect to lifting and moving.

ARTICLE XLI **CHILD CARE**

Effective April 1, 2003, the Employer shall contribute at a rate of .5% of gross payroll into the 1199 SEIU-Employer Child Care Fund to provide child care and youth programs for 1199 members' children. These funds are to be co-mingled.

ARTICLE XLII **HOUSING**

The College agrees to support efforts to assist 1199 members in obtaining quality,

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affordable rental and ownership of housing, not owned or controlled by the Institution. As such, the College and the Union will establish a joint committee to study members' housing needs and work to develop programs and projects which meet these needs, provided these efforts do not involve costs to the College and do not interfere with the College's responsibility to other members of the College community.

ARTICLE XLIII DURATION OF AGREEMENT

This Agreement shall be in full force and effect from. June 1, 2009 through April 30, 2015.

The duration, wages and contribution rates to the 1199SEIU National Benefit Funds for Health and Human Services Employees, the 1199SEIU Health Care Employees Pension Fund and the 1199SEIU/Employer Child Care Fund (collectively the "Funds") set forth in this Agreement are adopted from the July 19, 2009 Memorandum of Agreement between 1199 and the League of Voluntary Hospitals and Homes ("League MOA"). During the life of this Agreement and any extension hereof, the Employer agrees to adopt, be bound by and to implement any changes in the wages (through reallocations or diversion) or Funds' contribution rates (including diversions and suspensions thereof) in the amounts and on the dates agreed to by the President of the League and the President of the Union, as determined to by CIPC, or as set by the funds' trustees, including any subsequent re-openers or extensions to the dates of this agreement, provided however, that the diversion of any payment into a Fund to which the Employer is not otherwise a contributing employer shall not convert the Employer into a contributing employer. In the event that the League and 1199 agree to reopen their agreement, or to terminate same prior to April 30, 2015, the Union shall promptly notify the Employer of such reopener and/or termination. In those events, the Employer and the Union will meet and bargain.

ALBERT EINSTEIN COLLEGE OF
MEDICINE OF YESHIVA UNIVERSITY

1199 SEIU UNITED HEALTHCARE
WORKERS EAST

By: _____

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

**ESTABLISHMENT OF
BERNIE MINTER/JOE JAMES SCHOLARSHIP FUND
(PENSION FUND DIVERSION)**

The parties agree to divert the August 2005 Pension Fund contributions to establish the Bernie Minter/Joe James Scholarship Fund ("Scholarship Fund"), subject to the approval of the Pension Fund trustees. The Scholarship Fund will be established to assist in the education of children of members of the 1199 bargaining unit at AECOM. These monies shall be held and managed in accordance with an escrow agreement to be concluded by the parties to carry out the purposes of the Scholarship Fund.

The parties agree to negotiate with respect to the set up and administration of this Scholarship Fund. If the parties are unable to reach agreement on how the Scholarship Fund will be set up and administered within twenty six (26) weeks of the execution of this Agreement, then either party may demand an interest arbitration before the AAA, pursuant to its arbitrator selection procedures and voluntary arbitration rules then in effect to determine how the Scholarship Fund will be set up and administered.

This letter was signed by the parties on June 10, 2004.

**FUNDING OF
BERNIE MINTER/JOE JAMES SCHOLARSHIP FUND
(JOB SECURITY FUND DIVERSION)**

The parties agree to divert one (1) monthly payment of AECOM Job Security Fund contributions each year of this Agreement, at the rate of .25% (1/4 of one percent) of gross payroll of the bargaining unit, to establish the Bernie Minter/Joe James Scholarship Fund ("Scholarship Fund"). The Scholarship Fund will be established to assist in the education of children of members of the 1199 bargaining unit at AECOM. These monies shall be held and managed in accordance with an escrow agreement to be concluded by the parties to carry out the purposes of the Scholarship Fund.

The parties agree to negotiate with respect to the set up and administration of this Scholarship Fund. If the parties are unable to reach agreement on how the Scholarship Fund will be set up and administered within twenty six (26) weeks of the execution of this Agreement, then either party may demand an interest arbitration before the AAA, pursuant to its arbitrator selection procedures and voluntary arbitration rules then in effect to determine how the Scholarship Fund will be set up and administered.

This side letter was signed by the parties June 10, 2004.

Research Technician Job Evaluation Scale

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	New Grade	Trainee	A	B	C	D	E
A.	Education & Experience requirement of the job	H.S. Grad. or courses in Tech school or equiv. skills and exp.	H.S. Grad. or 1 yr of Tech. Sc. or AAS or equiv. skills & exp.	BA or BS in related science or equiv. skills and Exp. +0-2 yrs. Exp.	BA or BS in related science or equiv. skills and exp. +2 - 4 ½ Exp.	BA or BS in related science or equiv skills & 4 ½ or more yrs exp.	BA or BS in related science or equiv. skills and Exp. +6 or more yrs. exp.
B.	Level of procedures and/or	simple	simple	simple/mod	simple/mod	simple/mod complex	simple/mod complex
C.	Number of procedures	few	few	moderate	moderate	moderate	many
D.	Need for guidance	ongoing	intermittent	occasional	infrequent	rare rare	
E.	Responsible for ordering of supplies and equipment	none	rare	occasional	frequent	routine routine	
F.	Modify technical procedures	never	never	rarely	occasionally	frequently	routinely
G.	Guidance of others -technicians, students, fellows, etc	none	none	rare	occasional	frequent	routinely
H.	Training of others – technicians, students, fellows, etc.	none	none	rare	occasional	frequent	routinely
I.	Understanding of scientific lit	none	none	simple	moderately complex	complex	complex
J.	Understanding of research goals and rationale	none	none	limited	moderate	extensive	extensive

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K.	Experimental protocols	NA	NA	NA	modify
L.	Analyze and interpret data	never	never	rarely	occasionally
*M.	Written contribution to grants & papers	none	none	rare	occasional
*N.	Use, maintenance & troubleshooting of complex high tech equip	none	none	rare	occasional

*May not be applicable

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ATTACHMENT B

RESEARCH TECHNICIAN GRADES

Since it is recognized that not all factors in Attachment A are pertinent to every Research Technician position, those marked “May not be applicable” will be utilized only where they will positively influence the position evaluated, and will not be used negatively.

It is agreed that in Attachment A, Factor K, the word “modify” refers to making appropriate technical and procedural adjustments to previously developed and written protocols, and that the word “formulate” refers to preparing an appropriate protocol by utilizing published or existing reports of experimental procedures.

Research Technician Trainee

The Research Technician Trainee position (Attachment B) shall be used only when an employee of the College is to be given an opportunity to learn to function as a Research Technician. No one will be hired from outside the College to fill a Research Technician Trainee position. Any employee who is classified as a Research Technician Trainee will be on a three (3) month probationary period (exclusive of absences for any cause) and if such employee does not satisfactorily complete such probationary period he/she shall have the right to transfer back to his/her last previous position. In such case, the employee who replaced the employee who was transferred to the Research Technician Trainee position shall be laid off and the College shall not assume any termination or severance obligations.

If at the end of the three month probationary period the employee has satisfactorily demonstrated the ability to perform the duties of a Research Technician, he/she will no longer be on probation and will be upgraded to a Research Technician, Grade A within nine (9) months from the completion of the probationary period.

RESEARCH TECHNICIAN TRAINEE

The Research Technician Trainee must be a high school graduate or have had some courses in technical school or equivalent skills and experience. The person will perform only a few simple procedures and will require ongoing guidance.

ATTACHMENT C

RESEARCH TECHNICIAN GRADE A

The Grade A Research Technician is required to have at least a High School diploma and one year of technical school, or an, Associate's degree or equivalent skills and experience. The person will perform a few, relatively simple, technical procedures and will require intermittent guidance. The individual will rarely be responsible for ordering supplies and equipment for the laboratory.

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ATTACHMENT D

RESEARCH TECHNICIAN GRADE B

The Grade B Research Technician is required to have at least a Bachelor's Degree in a related science or equivalent skills and experience, and zero to two years of experience. The person will perform simple or moderately complex technical procedures and will require occasional guidance. The individual may occasionally be responsible for ordering supplies and equipment for the laboratory. The person would rarely train or guide other technical personnel. An understanding of simple scientific literature and the research goals and rationale is required. Limited skills in the analysis and interpretation of data may be required.

ATTACHMENT E

RESEARCH TECHNICIAN GRADE C

The Grade C Research Technician is required to have at least a Bachelor's Degree in a related science or equivalent skills or experience, and two to four and one half years of experience. The person will perform simple or moderately complex technical procedures and will require only infrequent guidance. The individual may frequently be responsible for ordering supplies and equipment for the laboratory. The person may occasionally train or guide other technical personnel. An understanding of moderately complex scientific literature and moderate understanding of research goals and rationale is required. The individual may modify experimental protocols and will occasionally analyze and interpret data. The Grade C Research Technician may make occasional written contributions to papers and grant proposals.*

*May not be applicable.

ATTACHMENT F

RESEARCH TECHNICIAN GRADE D

The Grade D Research Technician is required to have at least a Bachelor's Degree in a related science or equivalent skills or experience, and four and one-half or more years of experience. The person will perform simple, and/or moderate, and/or complex technical procedures and will require supervision only rarely. The individual may routinely be responsible for ordering supplies and equipment for the laboratory. The person may frequently train or guide other technical personnel. An understanding of complex scientific literature and an extensive understanding of research goals and rationale is required. The individual will formulate experimental protocols and frequently analyze and interpret data. The Grade D Research Technician may make frequent written contributions to papers and grant proposals.*

*May not be applicable.

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ATTACHMENT G

RESEARCH TECHNICIAN GRADE E

The Grade E Research Technician is required to have at least a Bachelor's degree in a related science or equivalent skills or experience, and six or more years of experience. The person will perform simple, and/or moderate, and/or complex technical procedures and will require supervision only rarely. The person will routinely modify technical procedures. The individual will routinely be responsible for ordering supplies and equipment for the laboratory. The person will regularly train or guide other technical personnel. The individual may give technical advisement regarding goals, data analysis and interpretation and troubleshoot. An in-depth understanding of complex scientific literature and an extensive understanding of research goals and rationale is required. The individual will frequently formulate experimental protocols and routinely analyze and interpret data. The Grade E Research Technician may make frequent written contributions to papers and grant proposals. The person may be responsible for using, troubleshooting and maintaining complex high tech equipment.

Research Technician E is a category for senior research specialists intended to indicate the high level of skills and duties attainable by a Research Technician.

Classification of a position as Research Technician E is contingent upon adequate funding support being available within the grant(s) providing funding for the position.

The addition of Research Technician E and the skills and duties thereof shall not be used to argue the bargaining unit inclusion of any individual.

ATTACHMENT H

A classification of Alcohol Counselor, Grade II, at the current (10/1/97) job rate of \$33,982.20 will be established. One incumbent (Josephine Lugo) will be moved into that classification retroactive to the date of her filing for an upgrading, namely, August 6, 1998.

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STIPULATION II SECRETARIAL CLASSIFICATION SYSTEM

It is agreed that the secretarial classification system incorporated herein replaces any previous contract interpretations including that issued in the American Arbitration Association Case No. 1330-0882-77 (the "Ortiz" arbitration). Thus, in no instance shall the classification of previous incumbents be a factor in the classification of individuals.

<u>FACTOR</u>	<u>SECRETARY V</u>	<u>SENIOR SECRETARY VI</u>
1. Education & Experience	H.S. graduate and 0-2 years secretarial experience (or equivalent skills and experience).	H.S. graduate and 2-4 years secretarial experience (or equivalent skills and experience).
2. Skills	Typing. Ability to take and transcribe dictation and/or use equipment which may be required.	Typing. Ability to take and transcribe dictation and/or use equipment which may be required.
3. Knowledge of Policies and Procedures	Ability to check applicable policies and procedures.	Knowledge of standard office and College policies and procedures. Uses independent judgment when responding to inquiries.
4. Contacts	Greets callers and visitors, relays information. Schedules appointments and meetings. Answer phones. Nature of contact is such that problems rarely occur and require normal tact for effective handling,	Greets callers and visitors, relays information. Schedules appointments and meetings. Answers phones. Provides routine information in absence of supervisor. Nature of contacts is such that problems occasionally occur and require normal tact for effective handling.
5. Responsibility for Bookkeeping and Reports (where applicable)	Maintaining simple records of expenditures. Assists in preparation of reports with thorough instruction	Collects relevant data for budgets and reports, maintains records for expenditures and notifies supervisor of status when requested under general direction. Compiles and assists in compiling periodic reports on the basis of general information. Takes minutes and notes of meetings as required. (Not necessarily with stenography).
6. Responsibility for Correspondence and Filing	Reads and routes all mail, prepares correspondence as directed. Maintains general files.	Attaches appropriate material to mail and routes. Independently prepares routine correspondence. Sets up general files and maintains complex files.
7. Guidance of Others		None

AECOM/CBA.04/08

ADMINISTRATIVE SECRETARY VII

H.S. graduate and at least 4 years secretarial experience (or equivalent skills and experience).

Typing. Ability to take and transcribe dictation and/or use equipment which may be required.

High degree of familiarity with

*May not be applicable

College and departmental /divisional policies, procedures and practices. Uses independent judgment when responding to inquiries.

Greets callers and visitors, relays information. Schedules appointments and meetings. Answers phones. Obtains and provides complex data and information using reasonable discretion without specific concurrence of supervisor. Nature of contacts is such that problems frequently occur and require considerable tact for effective

handling.

Maintains records of expenditures; monitors budgets, alerts supervisors to potential problems. Compiles data for regularly recurring budgets. Prepares data for general reports, i.e., timekeeping attendance, purchases, etc., and other reports of a similar nature. Takes minutes and notes of meetings as required. (Not necessarily with stenography).

Assesses urgency of mail for supervisor, prepares non-routine correspondence for supervisor independently. Set up and maintains files of a complex nature.

Instructs staff in standard policies and procedures. Distributes and/or assigns clerical work; determines priorities of work assignments for other clerical staff.

However, for the office coordinator position, Grade VIII (not otherwise dealt with in this secretarial classification system) wherever there are 2 or less clerical staff members involved, coordination of their work, even if involving more than 50% of the time spent, shall not in and of itself constitute bona fide reason for classification as office coordinator position.

STIPULATION III

Secretarial Classification System General Guidelines

1. Duties and responsibilities of each successive grade includes the ability to perform all duties and responsibilities of each lower secretarial grade.
2. Stenography, dictation and/or transcription is not an automatic requirement in order to establish a position of secretary. However, it is understood that there are specific positions where stenography, dictation and/or transcription may be required.
3. The determination of the grade of a given secretarial position shall be based upon the application of the preceding factors.
4. No incumbent hired prior to 10-1-80 shall suffer a reduction in grade by application of the above factor plans.

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STIPULATION IV

Political Action Fund Check-Off Authorization

I hereby authorize 1199 SEIU, New York's Health and Human Service Union to file this payroll deduction card on my behalf with my employer to withhold ___ \$5 per month or ___ \$____.

STIPULATION V

SIDE LETTER

The Associate Director of Facilities Management will establish two (2) Lead Housekeeper positions by November 15, 1995. The selection of the skills, work-related characteristics and specific functions required for the positions shall not be subject to the grievance and arbitration machinery of the contract. The positions shall be filled pursuant to the provisions of Article XVI of the collective bargaining agreement.

Signed by parties October 19, 1995

SIDE LETTER

Temporary Replacement of Foremen – Engineering Department

1. Any bargaining unit member in the Engineering Department selected to temporarily replace an Engineering Department foreman (who is on vacation, sick leave or otherwise , unavailable) shall receive a differential of ten dollars (\$10) per day for such additional responsibilities.
2. Apart from compliance with the above position, neither foremen nor any aspect of their work shall be subject to the collective bargaining agreement.

SIDE LETTER

Certified Asbestos Handler – Engineering Department

1. An individual in the bargaining unit whose skills and knowledge have qualified him for certification from the City of New York as a "Certified Asbestos Handler" (or higher level but who functions as a Certified Asbestos Handler) and who is assigned by the College to use such skills, qualifications and certification to remove friable asbestos requiring asbestos handler certification shall be paid a differential of \$4 per hour for the time his job involves such work. It is understood that such differential only applies for removal of friable asbestos requiring asbestos handler certification. Work on Asbestos Containing Material or work requiring protective gear will only require payment of the differential if applicable law requires such work to be done by Certified Asbestos Handlers.
2. Where an Employee performs work as a Certified Asbestos Handler on overtime, he shall receive time and one half his regular rate of pay plus \$4 per hour differential (which shall not be compounded) for the time his job involves such work on overtime.
3. The Union will take all reasonable steps to encourage a sufficient number of employees to be available to meet the College's operating requirements calling for bargaining unit certified asbestos handlers and shall cooperate in accepting training and certification (on paid time) as required.

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SIDE LETTER

The following provisions agreed by the parties on 5/25/93 survives the contract and is binding in relations to the provisions of Article VII.

In regard to hiring rates and post probationary rates, the attached write-up is clarified to note that even for employees hired from October 2, 1994 to September 24, 1995, the hiring and post probationary rates are the percentage less than the job rates as indicated in Paragraph II D of the Memo of Agreement for the full first 12 months of employment even though some of the first 12 months of employment for these employees will take place after the current contract expires. It is also confirmed that 2as intended, Paragraph II A, B, and C of the Memo of Agreement will not apply to employees within their first year of employment; rather Paragraph II D shall define all rates during that first year of employment for such employees.

Hiring Rates

- a. Savings to College is intended for a 3 year period.
- b. Employees hired on or after 10/1/92 will be effected by the new hiring and post-probationary rates which apply during an employee's first year of employment.
- c. Employees hired on or after September 25, 1995 will be effected by the 4% below the minimum rate, post-probationary rate.

SIDE LETTER

The Department of Engineering will set up meetings at reasonable intervals to provide the Union the opportunity where operationally feasible to suggest areas on which union members can do an upcoming project more effectively or efficiently than outside contractors. The College continues to retain the right to make the ultimate decision in these regards.

SIDE LETTER

It is agreed between the Albert Einstein College of Medicine and New York's Health and Human Service Union, 1199 SEIU, AFL-CIO as follows:

- 1. Eileen Malone will be placed in the bargaining unit effective as of the first of the biweekly pay period following the execution date of this Memo of Agreement.
- 2. Ms. Malone will thereafter be in the job classification of a Grant Payroll Coordinator, Grade VIII, but she will be allowed to retain her current salary of \$40,650. Ms. Malone will thereafter be eligible for the union increase beginning October 1, 1999.
- 3. The position held by Denise Giaconda, will continue as a non-bargaining unit position.

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4. Arlene Montemurro, will continue to be excluded from the bargaining unit for duration of her employment. In the event the College intends to replace Ms. Montemurro with other than a bargaining unit member or assign the majority of her current functions to a non-1199 position, the Union shall be notified in advance so an expedited arbitration can be held to determine the bargaining unit status of such replacement. This position will not be filled nor the majority of functions reassigned until the dispute is resolved through negotiation or arbitration.
5. The Arbitration (AAA #13-300-00138-93) regarding the four positions in Finance is withdrawn with prejudice to its reinstitution.

Signed by the parties On November 17, 1998 as part of MOA

SIDE LETTER

The College will not terminate or otherwise discipline any individual because of that individual's failure to report to work during the week of April 15, 2002 due to participation in protected Union activities. It is understood that individuals who are on probationary status at this time will continue to be on probationary status under the provisions of Article VI of the contract.

SIDE LETTER

The University and the Union agree to discuss at a labor management meeting the modernization of job descriptions for all Einstein 1199 job titles.

Signed by the parties On October 28, 2009 as part of MOA

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CONFIDENTIAL EMPLOYEES, SUPERVISORS

November 11, 1968

Mr. Jesse Olson, Vice President
Local 1199
709 Eighth Avenue
New York, New York 10036

Dear Mr. Olson:

The purpose of this letter is to formulate certain interpretations with regard to the recently negotiated labor contract between Yeshiva University and Local 1199, covering certain employees of the Albert Einstein College of Medicine.

The following guidelines have been agreed upon in an attempt to clarify and define the terms "supervisors" and "confidential employees" as used in the agreement. It is understood that confidential employees are employees who, because of the nature of their employment, have access to management information which should be kept from disclosure to the Union, relative to the collective bargaining postures of the parties, relative to strike plans of management, etc. The term "supervisors", it has been agreed, refers to persons who do not spend the majority of their time performing actual bargaining-unit work and refers to employees who participate in the hiring, firing and disciplining of employees, or who have apparent authority to bind the administration with management-type duties.

Agreed upon in negotiations, but not made part of the contract, is a modification to the existing payroll system to include and provide for a four-day payroll time lag, the purpose of which is to conform the College's payroll system to the system now existing at the Albert Einstein College of Medicine Hospital. With such a modification of the payroll, bi-weekly pay days will be on Thursday, and the administration will withhold four days pay; the bi-weekly payroll period will end on Sunday; all overtime work within the payroll period will be paid in the same payroll period; any workers who work the majority of any payroll period will be paid in the same payroll period; provision will be made at the payroll office to service employees for the purpose of adjusting check errors; and the College, at yearly intervals, will issue a statement to each employee of the amount of sick leave he has accrued. It is anticipated that such modifications will take place on or after February 1, 1969.

With regard to personnel procedures unique to the Community Mental Health Program, as those procedures may develop, it is understood and agreed that such procedures will in no way diminish any worker's rights under the contract between the Union and the University.

Should this letter of interpretation, together with the contract which has been forwarded for execution under separate cover today, meet with your approval, please acknowledge such approval on the enclosed copy and return it to me for my files.

Very truly yours,

HCW:cj
Enclosure

cc: Mr. Bernard Minter
Mrs. Many Shifran