

**ADELPHI PHYSICAL PLANT WORKERS' LABOR UNION**

**and**

**ADELPHI UNIVERSITY COLLECTIVE BARGAINING  
AGREEMENT**

January 1, 2017 - December 31, 2021

Garden City, New York

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AGREEMENT made effective January 1, 2017, by and between ADELPHI UNIVERSITY, South Avenue, Garden City, New York (hereinafter termed the “Employer” or “University”) and Adelphi Physical Plant Worker’s Labor Union (hereinafter termed the “Union”), care of Bonnie L.S. Parente, PC, wherein it is mutually agreed as follows:

## **ARTICLE 1: RECOGNITION**

This agreement shall apply to all full-time and regularly-scheduled part-time employees of the Employer with the following job titles: Tradeshelper, Maintenance Person, Foreperson, and Mechanic. The Union and the University recognize the existing practice of providing University students with employment opportunities. The parties agree that such student workers shall not be utilized to reduce the number of bargaining unit members.

## **ARTICLE 2: UNION SECURITY AND CHECK- OFF**

### **(1) Union Security:**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members in good standing on the date on which this Agreement is signed, shall on the sixty-first (61<sup>st</sup>) day following the date on which they begin employment, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the sixty-first (61<sup>st</sup>) day following the date they begin employment become and remain members in good standing in the Union. Good standing shall be defined as the payment or tender of initiation fees, assessments, and/or union dues.

Any employee who is expelled or suspended from the Union because of nonpayment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after notification in writing to the Employer by the Union, provided however, that the employee may have a reasonable time within which to make such payments of initiation fees, dues, and assessments, the failure of payment of which has caused expulsion or suspension.

### **(2) Check-Off:**

Upon receipt of proper written authorization from an employee, the University agrees to deduct from the wages of said employee, and to forward to the General Office of the Union, within fifteen (15) days after the last day of the last payroll period each month, dues, assessments and initiation fees as listed by the Union, which shall be furnished to the University once a month. It is understood that any authorization of payroll deduction shall be voluntary on the part of the employee and may be canceled at yearly intervals or at the termination of this Agreement, whichever occurs first. The Union agrees to indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article, except the failure of the University to forward to the Union, checkoff dues and initiation fees as provided in this Article.

## **ARTICLE 3: MANAGEMENT RIGHTS**

(1) It is recognized by the Union that all management rights and functions, including but not limited to exclusive control, direction, and supervision of operations and personnel are vested solely in the University, except as otherwise provided in this Agreement.

(2) The Union specifically recognizes the University's right to exercise flexibility in the direction and supervision of employees covered hereunder. The term "flexibility" as used herein is understood to mean the University's right to make work assignments, to schedule employee work times, to schedule overtime, and to transfer employees from shifts or stations.

## **ARTICLE 4: NO STRIKES - NO LOCKOUTS**

During the term of this Agreement, the University shall not engage in any lockout, and neither the Union nor any employee shall authorize, condone, or engage in any strike, sympathy strike, slow-down, picketing, cessation of work, or other interference with the business of the University.

It is understood and agreed that, as set forth in this Article, the term "sympathy strike" includes any work stoppage, discontinuance, demonstration on University owned or rented property (including the adjacent sidewalks), or failure to perform any duty, at the assigned time or place, by employees covered by this Agreement (whether acting singly or in concert with others) because of picket line, strike, or boycott activity by individuals, employees, or groups not covered by this Agreement and whether or not directed against the University. Nothing in this article precludes or prohibits a bargaining unit member from showing support for any work stoppage by off-duty/off-premises conduct.

## **ARTICLE 5: PROBATIONARY PERIOD**

There shall be a sixty (60) day probationary period during which the Employer has the unrestricted right to discharge new full-time employees with or without cause, except that there shall be no discrimination on account of Union activity. There shall be a ninety (90) day probationary period during which the Employer has the unrestricted right to discharge new regularly scheduled part-time employees with or without cause, except that there shall be no discrimination on account of Union activity. At the Employer's discretion, and upon notification to the Union, an employee's probationary period may be extended for an additional thirty (30) days.

## **ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE**

All claims that this Agreement has been violated (i.e., grievances) shall be handled in accordance with the following procedure. No grievance shall be initiated later than thirty (30) days after the grievant knew or should have known of the event constituting the alleged violation.

Step 1:

(a) A grievance under this Agreement shall be handled in the first instance by the employee involved or the Union representative together with his/her supervisor. A grievance submitted to the supervisor in writing shall be answered in writing by the supervisor within one (1) week from the time the grievance was received by the supervisor.

Step 2:

(a) If the grievance is not adjusted under Step 1, the employee or the Union must within two (2) weeks from receipt of the Step 1 answer take up such grievance with the Employer's designated representative.

(b) Union grievances under this Agreement must be entered in writing at Step 2.

(c) After informal hearings, (if requested) at which the grievant may appear, the Employer's representative must answer in writing within two (2) weeks of the receipt of the grievance or within two (2) weeks of the hearing if hearings are held.

Step 3:

(a) A grievance involving the interpretation or application of one or more specific provisions of this Agreement and which is not adjusted under Step 2 must, at the request of the Union, be submitted to arbitration within thirty (30) days of receipt of the Step 2 determination.

(b) The arbitration shall be held, and the Arbitrator shall be mutually selected by the Parties unless they are unable to agree within ten (10) working days (unless mutually extended by the parties) of submission/notification of intent to arbitrate, in which case they shall select the Arbitrator pursuant to the Rules of the American Arbitration Association.

(c) The Arbitrator shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement.

(d) The Union and the Employer shall bear equally the fees and other expenses, exclusive of attorney's fees, incidental to the arbitration proceedings.

(e) The decision of the Arbitrator shall be final and binding.

## **ARTICLE 7: WAGES**

1. The wages set forth in Schedule A of this Agreement are hereby made part hereof effective January 1, 2017.
2. Effective January 1, 2017, the wages of all employees shall be increased by 2.25%. Effective January 1, 2018, the wages of all employees shall be increased by 2.25%. Effective January 1, 2019, the wages of all employees shall be increased by 2.5%. Effective January 1, 2020, the wages of all employees shall be increased by 2.5%. Effective January 1, 2021, the wages of all employees shall be increased by 2.75%.
3. During the life of this Agreement no provision hereof shall be construed as to lower the weekly, daily, hourly, or part-time wage rate of any full or part-time employee as specified herein.
4. Wages, including overtime, shall be paid bi-weekly. Pay day shall be every other Friday. All employees shall be paid by direct deposit.

5. Part-time employees (students) shall not be paid less than the applicable federal minimum wage. The Union will be notified in writing of the names and work schedules of students working part-time on campus within ten (10) days of hiring.
6. When it is established by clear and convincing evidence that a maintenance employee has consistently, without supervision and pursuant to instructions to do so by supervision, satisfactorily performed on a repeated basis as part of his/her regular day to day functions a representative variety of tasks of the type and scope regularly performed by employees hereunder in a higher classification, the employee shall be promoted to the higher classification. Operation of this promotion clause covering maintenance persons will be subject to quarterly review by the parties.
7. When a maintenance employee is regularly assigned to do skilled work that is regularly performed on a solo basis by an employee in a higher classification, he or she shall be paid the rate of the higher classification.
8. If an employee receives an overpayment, the University and Union shall follow the procedures set forth in Schedule B.

## **ARTICLE 8: HOURS/DIFFERENTIALS/CHANGES/BREAKS/WORK**

### **ASSIGNMENTS**

1. Hours: The normal work week shall be five (5) consecutive days with two (2) consecutive days off.
  - A. Mechanics - forty (40) hours per week, eight hours per day.
  - B. Trades Helpers- forty (40) hours per week, eight (8) hours per day.
  - C. Maintenance Persons- forty (40) hours per week, eight (8) hours per day.
  - D. All new hires will enter as Tradeshelpers. Tradeshelpers shall work under the general supervision of a Mechanic, but are not required to be in the physical presence of a Mechanic at all times. If the Tradeshelper's performance is satisfactory, the Tradeshelper will be promoted to Maintenance Person within (6) months. If the Maintenance Person's performance is satisfactory and he/she has shown the capability to perform the duties of Mechanic, he/she shall be promoted to Mechanic within (6) months. A decision not to promote within these time frames shall be discussed with the Union.
2. Differentials:
  - A. A weekend differential shall be paid to employees assigned to work shifts on Saturdays-Sundays. This applies when an employee's work assignment/shift includes either Saturday or Sunday. The weekend differential shall be paid as follows: A 5% differential for hours actually worked on Saturday and Sunday for employees hired on or after January 1, 2001: A \$3.63 per hour differential, but not less than 17%, for hours actually worked on Saturday and Sunday for employees hired on or after January 1, 1998, and for employees hired on or before December 31, 1998, the differential will be \$3.63 per hour

but not less than 17%, for all hours worked per week. It is understood, however, that the number of employees assigned to work on any such shifts shall not exceed thirty (30%) per cent of the total number of full time employees covered by this Agreement at the time such assignments are made. It is further understood that the assignment of full time employees to work on Saturday- Sunday shall be made in the reverse order of their seniority in the event there are not enough employees to work said assignments/shifts after employees have been offered such option based on seniority.

- B. Any employee who works between the hours of 8:00 PM and 4:00 AM on a regularly scheduled shift or a facilities watch shall receive a differential as follows: 5% differential for employees hired on or after January 1, 2001 and for employees hired before January 1, 2001 the differential will be \$3.63 per hour but not less than 17% of the hourly rate.
- C. There shall be no compounding of differentials. No person's current weekly pay shall be lowered as a result of this provision.

### 3. Changes:

- A. Temporary shift/day/hours changes - Any employee whose shift is temporarily changed pursuant to (B) below shall receive a differential of twenty percent (20%) for the duration of the temporary change.
- B. It is understood that a temporary change of work assignments may be necessary to meet the needs of the University in unusual circumstances. Such temporary shift changes shall not extend beyond two weeks, except by mutual agreement between the University and the Union. The temporary shift changes shall be scheduled on a voluntary basis based on seniority. In the event there are not enough volunteers, involuntary shift changes may be made in inverse order of seniority of qualified personnel, but no employee shall be required to have more than two (2) changes of shift assignments in any one academic year except by mutual agreement between the University and the Union.
- C. Permanent Shift Changes: Where material changes in operations require permanent shift changes, the University shall notify the Union. Upon the Union's request the University will meet with the Union as to the manner and extent of the changes. If the parties are unable to agree after good faith discussions the University may implement those planned shift changes which it has discussed with the Union, provided that the Union shall have the right to challenge the reasonableness of the manner and or extent of the changes by way of arbitration without prior resort to the grievance procedure. The University's implementation of any such changes shall be made by using volunteers based on seniority or in the event there are not enough volunteers, in reverse order of seniority.
- D. The University will attempt to assign work to the employees who normally perform same. Where the assignment of work on such a basis is not practicable, work should be assigned on an equitable basis among the employees qualified to perform it. The Union Shop Steward shall keep records to insure that the assignment of work to employees other than those who normally perform same is made on an equitable basis.

### 4. Breaks:

- A. Employees are not entitled to a coffee break away from their specific work areas. However, employees may drink coffee (which they previously brought to work) at their



specific work area, provided they do not disrupt their work any longer than necessary to drink their coffee promptly.

5. Night Mechanics:

In order to continue to have safe working conditions, when there is one mechanic on the overnight shift, this mechanic will only do facilities work unless there is an emergency, in which case, the mechanic will call management.

## **ARTICLE 9: OVERTIME**

(a) Overtime shall be computed on a weekly basis and overtime shall be paid by including an average hourly rate (computed on a bi-weekly basis) into overtime calculations. However, overtime shall not be pyramided. In the event that it becomes legal for employers to allow employees to take compensatory time in lieu of payment of overtime beyond the pay period in which it occurs, the parties hereto shall meet for the purpose of negotiating with respect to the matters covered by the provisions that may have been so declared valid or legal. Overtime may be performed only upon authorization from the Employer. Overtime (except in the case of emergencies or where employees are completing an assignment/task that they started) shall be assigned on a rotating, non-discriminatory basis within the Department to qualified employees in accordance with the following procedure:

- (1) Thereafter, overtime will be given out based on total hours worked and charged. Those employees with the least overtime (or turns) worked will be asked first. The window for latitude will be ten (10) hours.
  - (2) Refusals to work will be charged as if worked provided that, except in the case of emergencies, reasonable notice is given by the employer. For Weekend work except in emergencies, employees will be offered overtime by 3:00 p.m. on the immediately preceding Thursday, otherwise the employees will not be charged with refusals.
  - (3) Failure to work after accepting overtime will be charged three times the value of the overtime accepted.
  - (4) Temporary employees are not to work overtime if a regular employee qualified to do the job is willing to do the work.
  - (5) A Union Representative will keep records to insure that the proper overtime records are maintained. A Union Representative will present the records to the appropriate supervisor who will initial the records to signify his/her agreement with same.
  - (6) The University will make best efforts to provide as much advance notice of overtime as possible.
- (b) Employees shall receive time and one-half (1 ½) for their sixth consecutive day of work in a regular work week and double time (2) for their seventh consecutive day of work in a regular workweek.

- (c) Schedules shall be arranged so that overtime work shall be evenly distributed so far as is compatible with efficient operation.
- (d) Overtime for Facilities Watch Coverage and Holiday Coverage
  - (1) Coverage to fill a regular facilities watch shift shall be done using the overtime list established by the Union based on time in the department seniority.
  - (2) Coverage to fill a facilities watch shift for a holiday shall be done using the holiday overtime list established by the union based on time in the department seniority.
  - (3) When a union member is called to fill a regular facilities watch shift due to a call out, the member shall have five minutes to return a call to accept/reject the shift being offered. Failure to respond shall be considered a rejection to the shift being offered.
  - (4) When a union member is called to fill a regular facilities watch shift that is for a future shift, 48 hours in advance or more, the member shall have four hours to return a call to accept/reject the shift being offered. Failure to respond shall be considered a rejection to the shift being offered.
  - (5) Holiday shifts shall be posted a minimum of 10 days prior.
  - (6) If a member accepts a shift and fails to show up or cancels after accepting a shift they will be skipped the next three rotations for assignment.
  - (7) The list shall be available via Google Drive to both management and Union Officers, who shall be allowed to make changes.
  - (8) The list shall be available via Google Drive to all members on the list, as a read-only document.
  - (9) The union shall designate a member of the board to be primary administrator of the call process. In that person's absence, any other board members shall administer the call process. In the event that a board member is unavailable, management shall fill the open shift by the appropriate list.
  - (10) The union may adjust the rules for coverage as needed and shall keep the management aware of these changes.

## **ARTICLE 10: SNOW REMOVAL**

- (1) The Employer will pay for such work in accordance with the following schedule:
  - a. During regular work hours - straight time.
  - b. On early report where notice has been given prior to leaving the job-regular overtime.
  - c. Call-back after leaving work at two times (2) the regular rate. (If the regular rate is \$30/hr, the call back rate is \$60/hr.)
- (2) The Employer further agrees to pay one (1) hour straight time travel pay for all employees reporting on a snow removal.
- (3) It is further understood that employees reporting on a call-back for any reason shall receive a minimum of four (4) hours pay at the call-back rate specified above in paragraph (1)(c), and during such four (4) hours the called-back employees shall not be required to do any work other than for the called-back reason. Should the call back work continue beyond the four (4) hours, but prior to the regular shift beginning, the employee shall be paid at the call back rate until the regular shift begins. Should the four (4) hour period overlap into the regular shift, the employee shall be paid for the four (4) hours of call back time, but the regular rate of pay shall commence at the end of the four (4) hours.

- (4) Adelphi will pay members called back on a holiday at two and a half (2.5) times over the regular rate of pay (Example \$30/hr regular rate , holiday call back rate \$75/hr) plus one (1) hour straight time travel. There shall be no maximum time limit except for when the call back extends into a regular shift. At this point, it shall be a guaranteed minimum of four (4) hours.

## **ARTICLE 11: HOLIDAYS**

- (1) New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, Martin Luther King Day, the employee's birthday and three (3) floating days are recognized as holidays. For holidays other than the employee's birthday and three floating days, holidays will be observed according to the University administrative calendar. Effective 1/1/17, all full-time employees shall be entitled to an additional floating holiday to commemorate the 9/11 attacks. Employees actually working on September 11 are not entitled to any additional pay for doing so.
- (2) Pay in lieu will not be given for floating holidays and they may not be carried over from one contract year to the next. At least seven (7) days' notice of intention to take such a holiday must be given to the appropriate supervisor and such a holiday may not be taken if it would not enable the supervisor to provide for a proper complement of employees at regular rates.
- (3) Employees shall receive their straight time pay for contractual holidays. Everyone required to work on a holiday prescribed in this Agreement shall receive at least one (1) day's pay at the holiday rate of pay of double time (in addition to a day's pay he received for such holiday as such) even though he is not required to work four (4) hours.
- (4) If any holiday as above set forth falls on a Sunday, and is generally observed in the County of Nassau on the following Monday, said Monday shall be deemed to be the holiday for the purpose of this Agreement.
- (5) Any regular full-time employee whose regular day off, or one of whose regular days off falls on a holiday, shall receive an additional day off immediately following the holiday.
- (6) Any regular full-time employee who shall be ill in any payroll week in which a holiday falls shall be entitled to holiday pay, if the employee has sick, vacation, personal, or floating holiday time available.
- (7) In order to receive holiday pay as provided herein, an employee must work his/her complete scheduled work days immediately preceding and immediately following the holiday, except that any such absence may be excused where the absence (or absences) can be charged against the employee's accrued number of sick, vacation, personal, or floating holiday days.
- (8) December 31, January 1, July 4, December 24 & 25: For bargaining unit employees who work weekends, if any of the above holidays fall on a weekend, the employee shall be entitled to take the holiday(s) off and if they work on such holiday(s), they shall be entitled to holiday pay.

## ARTICLE 12: VACATIONS

(1) Full-time employees covered by this Agreement shall receive paid vacations computed at straight time base rates. The length of vacations shall be based on continuous employment by the University, with the employee's most recent date of hire determinative of the months or years of employment. The vacation year shall be from September 1<sup>st</sup> to the following August 31<sup>st</sup> ("Academic Year"). Vacation time shall be accrued from the date of hire to August 31<sup>st</sup> for the first year. Each employee shall accrue and use his vacation in each Academic Year. In determining how much vacation an employee is entitled to, it is agreed that an employee has "more than" a specified period of employment on the day of his employment anniversary date which marks his completion of the period in question. (i.e. An employee has more than five years on his fifth anniversary of employment with the University). Vacations shall be accrued in accordance with the following schedule:

Employees hired prior to January 1, 2012:

<u>Service</u>	<u>Accrual Rate Per Month</u>
One month but less than five years (newly hired employees may not take vacation time off until they have worked 6 consecutive months except that they are to take vacation in or before August of the academic year in which they are hired to avoid losing accrued vacation time)	.83 days (10 days per year)
Five years but less than ten years	1.25 days (15 days per year)
Ten years but less than eleven years	1.67 days (20 days per year)
Eleven years but less than twelve years	1.75 days (21 days per year)
Twelve years but less than thirteen years	1.83 days (22 days per year)
Thirteen years but less than fourteen years	1.92 days (23 days per year)
Fourteen years but less than fifteen years	2.00 days (24 days per year)
Fifteen years and more	2.08 days (25 days per year).

For employees hired on or after January 1, 2012:

<u>Service</u>	<u>Accrual Rate Per Month</u>
One month but less than five years (newly hired employees may not take vacation time off until they have worked 6 consecutive months except that they are to take vacation in or before August of the	.83 days (10 days per year)

academic year in which they are hired to avoid losing accrued vacation time)

Five years but less than ten years	1.25 days (15 days per year)
Ten years and more	1.67 days (20 days per year)

(2) All vacations are compulsory and must be taken within the vacation year in which earned as follows:

- A. All vacation requests must be approved in advance by area supervisor. Employees may select any week of their choosing. If the University is closed for any period during the Christmas-New Year's period, employees may be required to take part of their vacation time during those periods.
  - B. In the event the number of employees desiring the same vacation week exceed fifteen (15%) per cent of the total number of employees, the employer may limit the number of employees to be absent in excess of fifteen (15%) per cent if such excess in the University's judgment would interfere with the operation of the department. Priority in choice of vacation weeks shall be determined by seniority.
  - C. During the two weeks prior to graduation and the two weeks prior and one week after the start of school (hereafter referred to as "Blackout" periods), employees may not take vacation or floating holidays unless there are extenuating circumstances. For the two week periods prior and the one week period after each Blackout period, the employer will allow thirty (30%) percent of the total number of employees to take vacation.
  - D. If an employee calls out sick during the Blackout period he/she must supply the Employer with a doctor's note.
  - E. Vacation requests for the period beginning the day after commencement through the start of the Blackout period must be submitted no later than the preceding April 15th if an employee wishes to exercise his/her seniority for selecting vacation time. Vacation requests received after April 15th shall be granted on a first come basis. The department head will respond to the employee's request no later than May 1st.
- (3) Upon termination of employment, an employee will receive the amount of vacation pay accrued during the current year as provided in section (1), above, at the employee's effective rate of pay for such vacation as of the date of termination.
- (4) For purpose of determining the number of vacation weeks or days to which an employee may be entitled hereunder, a month of employment is defined as any calendar month in which an employee has been given vacation credit.

A. Vacation credit shall be given for:

- i. Days worked.
- ii. Holidays and vacation days and sick days.
- iii. Absence due to workmen's compensation or illness which results in a continuous absence of less than two months.

B. Vacation credit shall not be given for period of:

- i. Disciplinary suspension.
- ii. Layoffs.
- iii. Any illness, injury (compensable or otherwise) or other state of facts which results in a continuous absence of sixty (60) days or more.

- (5) If a holiday falls during the employee's vacation period, the employee shall receive an extra day.
- (6) An employee cannot be required to accept money in lieu of an earned vacation. Vacation pay shall be paid according to the regular bi-weekly payroll schedule.
- (7) Part-time employees who are regularly scheduled to work 25-37 hours per week shall be entitled to vacation on the same basis as full-time employees except that it will be on a pro-rata basis.

### **ARTICLE 13: SICK LEAVE**

- (1) Full-time employees with one or more years of employment at the beginning of the Academic Year will be credited at that time with ten (10) paid sick leave days that Academic Year. Full-time employees with less than one year of employment at the beginning of the Academic Year will accrue sick days until the anniversary date of their employment at the rate of .83 day for each completed month of employment to a maximum of ten (10) days per Academic Year. Part-time employees who are regularly scheduled to work 25-37 hours per week shall be entitled to sick leave on the same basis as full-time employees except that it will be on a pro-rata basis. Up to a maximum of ten (10) unused sick days in each year will be paid before Christmas, or at the option of the employee, up to a maximum of eight (8) unused sick days carried over to the next academic year and the remaining paid out. The maximum number of sick days in any one year cannot exceed eighteen (18) days. Employees must notify the appropriate supervisor in writing by August 1<sup>st</sup> in each year of their intention to carry over sick days or they will automatically be paid for unused sick time. Employees who leave the employ of the university will only be paid for those sick days accrued, but unused, to that date.
- (2) In order for the employee to be entitled to sick leave he must give the employer at least one (1) hour notice prior to the working period of that day.

### **ARTICLE 14: PERSONAL DAYS**

All personnel shall be entitled to two (2) paid personal business days per Academic Year on the following conditions: they must provide at least 48 hours advance notice of their intent to take the same, unless the absence is the result of an emergency, in which case they must notify the University as soon after the absence has begun as is practicable. Part-time employees who are regularly scheduled to work 25-37 hours per week shall be entitled to personal days on the same basis as full-time employees except that it will be on a pro-rata basis.

## **ARTICLE 15: JURY DUTY**

Up to two (2) weeks' leave with pay shall be granted each contract year when an employee is assigned to jury duty. Jury duty pay will be limited to the difference between the employee's regular straight time salary and the pay he /she received for jury duty. Travel allowance, if any, will not be treated as jury duty pay.

## **ARTICLE 16: BEREAVEMENT**

Five days funeral leave (with pay) will be granted for funeral observance in case of death of an employee's spouse, child, grand-parent, parent, parent in-law, grandparent in-law, brother, sister, or other member of the family residing in the employee's household. One day's funeral leave will be granted for funeral observance in case of death of an employee's aunt, uncle, brother in-law or sister in-law who does not reside in the employee's household.

## **ARTICLE 17: DEFINED CONTRIBUTION RETIREMENT PLAN**

Full-time and regularly scheduled part-time APPWLU members covered by this Agreement will continue to be eligible to participate in the University's Defined Contribution Retirement Plan under IRS code section 403(b), subject to any requirements of or any changes in any relevant IRS, ERISA, federal or state regulation, in existence as of the ratification date of this Agreement, or that might occur thereafter, provided, however, that they comply with all existing requirements and conditions of participation imposed by the University or the Plan, including, but not limited to, requirements and conditions applicable to employee eligibility and contributions.

The University will provide notice of, but shall not be required to bargain with respect to, changes in the retirement plan referred to in the preceding section that are required by law or changes that are applicable to all University employees covered by the plan and which do not reduce benefits.

Full-time and regularly scheduled part-time APPWLU members covered under this agreement participating in the retirement plan shall be eligible to receive University matching contributions as follows:

The University shall provide all full-time and regularly scheduled part-time employees covered under this Agreement with the option to participate in the Adelphi University Defined Contribution Retirement Plan ("Plan") under section 403(b) of the Internal Revenue Code ("IRC"), subject to any requirements or changes in any relevant provisions of the IRC, the Employee Retirement Income Security Act of 1974 ("ERISA"), or any other applicable federal or state law regulation.

Upon the first of the month following the date of hire, all full time and regularly scheduled part-time employees covered under this agreement may participate in the University sponsored 403(b) plan ("The Plan") with no University contributions.

After two (2) years of employment, those full-time employees participating in the plan shall be eligible to receive University contributions on their regular rate of pay as follows:

1. First two (2) years of contributing- If employee contributes a minimum of 4.5%, employee will receive a University contribution of 7.5%.
2. Commencement of third (3<sup>rd</sup>) year until end of sixth (6<sup>th</sup>) year: If employee contributes a minimum of 3.5%, employee will receive a University contribution of 8.5%.
3. Commencement of seventh (7<sup>th</sup>) year until the end of the twentieth (20<sup>th</sup>) year: if employee contributes a minimum of 2.5%, the employee will receive a University contribution of 9.5%.
4. Commencement of twenty first (21<sup>st</sup>) year and greater: if employee contributes a minimum of 3.5%, employee will receive a University contribution of 11.5%.

Part-time employees shall be eligible to receive University Contributions provided that they have completed at least two years of services and:

- have completed 1000 hours of service for the plan year;
- have contributed the required minimum contribution and,
- are employed on the last day of the plan year.

## ARTICLE 18: BENEFITS

### HEALTH REIMBURSEMENT ACCOUNT

Effective January 1, 2017, for all full-time members who are enrolled in the PPO medical plan, the University shall provide a Health Reimbursement Account (HRA). For people enrolled in an individual plan, the University shall contribute \$350 to the HRA annually and for those enrolled in a family plan the University shall contribute \$700 annually. The HRA is an employer funded account (employees do not contribute) which is used by the employee to pay for eligible expenses (according to guidelines established between the parties). HRA funds may be used for first dollar expenses, and employees need not pay deductibles prior to using HRA funds. Any balance of the HRA can be carried over for up to two (2) calendar years.

- (a) The University will extend to all full-time employees covered by this Agreement the opportunity to participate in the current medical benefit programs or a program substantially equivalent thereto. Medical insurance shall be provided pursuant to the multi-year chart attached to the Agreement as Exhibit C.
  - i. Effective January 1, 2017 those employees who elect to participate shall share in the payment of premiums charged by the Carrier, through periodic payroll deductions, in accordance with the following schedule:

<u>Employee Pays</u>		
<u>PPO STANDARD</u>	Individual Plan (Employee only)	25%
	Family Plan (Employee & Spouse/ Children) Children covered until the end of the calendar month in	30%



which they turn 26

Emblem Health (HIP) Individual Plan 25%

Emblem Health (HIP) Family Plan 25%

- ii. Any increase (s) in premiums charged by the Carrier shall be allocated between the University and the participating employee (s) in the same proportion as is currently in effect.

## HEALTH CARE SPENDING ACCOUT/TRANSIT/PARKING

To the extent allowed by law, the University shall offer each full-time APPWLU member the option to participate in and make contributions to a healthcare and/or transit/parking account program (up to the annual limits in each program) subject to the terms and conditions of the program. The cost of administering the program shall be borne fully by the University.

- (b) (1) The University, at its own expense, will maintain for all employees covered by the Agreement a group life insurance policy for a death benefit in the amount of \$10,000 subject to all the terms, conditions, restrictions, and limitations imposed by the company issuing such policy.

(2) Effective January 1, 2004, Contributory Life Insurance coverage in the amount of one (1), one and one-half (1 ½), two (2), two and one-half (2 ½), or three (3) times base annual salary to a maximum coverage of \$300,000 shall be available to fulltime members.

- (c) The University will give written notice of, but shall not be required to bargain with respect to changes in the insurance coverage provided hereunder that do not result in a reduction of benefits. In the event that an insurance carrier providing coverage through the University to employees covered under this collective bargaining agreement shall unilaterally make changes or terminate all coverages, not caused by or due to any conduct of the university, which results in a reduction or elimination of any of the benefits covered under this article, this shall not be deemed to be a reduction in benefits. In the event of any such unilateral change in benefits, the university agrees to make best efforts to continue insurance coverage under the original or an alternative plan, if any, with the current or alternative carrier, that comes as close as possible to duplicating the benefits that have been reduced or eliminated. Notice of such changes/terminations will be given to the union prior to the effective date of the changes/termination. The university agrees to arrange a meeting with the affected carrier and the union. If the university is unable to find comparable coverage, the university agrees to consider any alternative coverage proposed by the union provided the cost, including the cost of administration, for same is not materially different than the current cost of coverage.
- (d) Members of APPWLU are covered under an insurance policy that provides a \$200,000 accidental death and dismemberment benefit when traveling on University business at no cost to the member.
- (e) The University will extend to all full-time employees covered by this Agreement the opportunity to participate in the current dental benefit programs effective on or after February 1, 2008 subject to the terms and conditions of the plan provisions and at no cost to the University.

- (f) The University will extend to all full-time employees covered by this Agreement the opportunity to participate in any additional insurance/other employee benefit plans offered to fulltime non-union employees after 1/1/08, such as, but not limited to eye care, transportation, etc., such benefits programs shall be offered to Facilities Department employees in the same manner & on same basis as to non-union employees who are offered said benefits.
- (g) The University will give written notice of, but shall not be required to bargain with respect to changes in the long term disability coverage provided hereunder that do not result in a reduction of benefits. In the event that an insurance carrier providing coverage through the university to employees covered under this collective bargaining agreement shall unilaterally make changes or terminate all coverages, not caused by or due to any conduct of the University, which results in a reduction or elimination of any of the benefits covered under this article, this shall not be deemed to be a reduction in benefits. In the event of any such unilateral change in benefits, the University agrees to make best efforts to continue insurance coverage under the original or an alternative plan, if any, with the current or alternative carrier, that comes as close as possible to duplicating the benefits that have been reduced or eliminated. Notice of such changes/terminations will be given to the union prior to the effective date of the changes/terminations.
- (h) All employees covered by this agreement age fifty-five (55) or older with ten (10) years or more of continuous full-time service with Adelphi University immediately prior to their retirement from the university, may elect to continue their health insurance coverage in effect at the time of retirement, on a fully contributory basis provided that they are not eligible for coverage or covered as an employee or dependent under another group insurance policy. Eligible employees interested in retiring and continuing their group health insurance benefits must notify the Office of Human Resources in writing not less than one month prior to their intended date of retirement.
- (i) Changes to the medical plan as noted in this section shall be effective January 1, 2017. If Employer enters into a contract, agreement, or plan with another department or bargaining unit which offers more favorable medical insurance terms to the employee, those terms shall replace the terms agreed upon in this collective bargaining agreement (or provisions in a plan document or SPD). Examples include a better network, lower co-pays, better prescription plan, etc.

## **ARTICLE 19: DISABILITY BENEFITS - UNEMPLOYMENT INSURANCE LAW**

- (1) The Employer agrees to cover the employees under the New York State Disability Benefits Law on a non-contributory basis, whether or not such coverage is mandatory.
- (2) The Employer will cooperate with employees in the processing of their claims.
- (3) The Employer agrees to cover the employee under the New York State Unemployment Insurance Law, whether or not such coverage is mandatory.
- (4) Long Term Disability (LTD) Insurance
  - a. Full-time APPWLU members may elect one (1) of (2) Long Term Disability Options.

Option 1:

LTD insurance coverage that provides, after 180 consecutive days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$4,000 per month. The premiums for this coverage shall be borne fully by the University, which under current law will make the resulting benefit taxable to the APPWLU member.

Option 2:

LTD insurance coverage that provides, after 180 consecutive days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$4,000 per month. The premiums for this coverage (including any increases in premiums) shall be borne fully by the APPWLU member, which under current law will make any resulting benefit non-taxable to the APPWLU member (subject to applicable tax laws).

Terms and conditions of the plan are provided in the plan documents. Details regarding LTD coverage are available in the Office of Human Resources.

## **ARTICLE 20: TUITION REMISSION**

- (1) Full-time employees who are academically qualified to matriculate may register for two (2) undergraduate or two (2) graduate courses per semester (including summer session), beginning with the first complete semester following their date of employment, without any charge for tuition. The employee shall be responsible for the payment of all fees charged by the University. The spouse of a full-time employee may register for two (2) undergraduate or three (3) graduate courses each semester, subject to the same terms, conditions, and limitations as the employee.
- (2) Part-time employees who are academically qualified to matriculate may register for one (1) undergraduate or one (1) graduate course per semester (including summer session), beginning with the first complete semester following their date of employment, without any charge for tuition. The employee shall be responsible for the payment of all fees charged by the University. The spouse of a part-time employee may register for one (1) undergraduate or one (1) graduate course each semester, subject to the same terms and conditions.
- (3) (a) Dependent children of full-time employees who are employed as of September 1, 1994 may register for up to a full-time load in the undergraduate division, if otherwise eligible to matriculate, without any charge for tuition, beginning with the first complete semester following the employee's first anniversary date.  
  
(b) For dependent children of full-time employees who become employed after September 1, 1994, the University will remit one-third (1/3) of the tuition charges for courses taken beginning with the first complete semester following the employee's first anniversary date; two-thirds (2/3) of the tuition charges for courses taken beginning with the first complete semester following the employee's second anniversary date; and full tuition remissions for courses taken beginning with the first complete semester after the employee's third anniversary date. The employee and/or his/her dependent child/student shall be responsible for payment of all fees charged by the University.
- (4) (a) Dependent children of part-time employees who are employed as of September 1, 1994 may register, if otherwise eligible to matriculate at the University, for up to two (2) undergraduate

courses, without any tuition charges, beginning with the first complete semester following the employee's first anniversary date. Notwithstanding the foregoing, if either the employee or his/her spouse are receiving tuition remission benefits under paragraph 2, above, the number of courses for which the dependent child may register, without any tuition charges, shall be reduced one-for-one by the number of courses that the employee and/or his/her spouse are registered for in the same semester as their dependent child. The employee and/or his/her dependent child/student shall be responsible for payment of all fees charged by the University.

- (b) For dependent children of part-time employees who become employed after September 1, 1994, the University will remit one-third (1/3) of the tuition charges for up to two (2) courses taken beginning with the first complete semester following the employee's first anniversary date; two-thirds (2/3) of the tuition charges for up to two (2) courses taken beginning with the first complete semester following the employee's second anniversary date; and full tuition remission for up to two (2) courses taken beginning with the first complete semester following the employee's third anniversary date. The limitation contained in the second sentence of the preceding paragraph is incorporated by reference herein.
- (5) Dependent children of full-time employees who have died, retired or become permanently and totally disabled and who were employed by the University for a minimum of ten (10) years prior to their death, retirement or disability are entitled to the same benefits under this article as are provided in paragraph 3, above, for the dependent children of full-time employees.
- (6) Benefits provided under this article for dependent children enrolled as fulltime students at the University are expressly conditioned on their successful application for financial aid under the Tuition Assistance Program (TAP) OR PELL or any other requirements of the Financial Aid Office. Any funds received by the employee/dependent child must be paid over to the University.
- (7) Employees may only register for courses scheduled outside their normal working hours.
- (8) Study abroad and Independent study programs are not covered under the Tuition Remission policy.
- (9) When an employee terminates employment for any reason during a semester in which he/she, the spouse, or dependent child has tuition remission, he/she will be billed for a prorated portion of the tuition charge.
- (10) To apply for tuition remission, employees must submit a completed tuition remission application form online by the deadline for each semester.
- (11) In order for an employee's dependent child who is age 24 or older to prove dependency for tuition remission purposes:
  - a. The child must not have a Bachelor's degree;
  - b. The child must reside with one of the parents during all of the semesters they receive remission (unless they live on the Adelphi campus), and
  - c. The employee must provide proof that the child is being claimed on one of the parent's most recently filed tax returns.

- (12) Proof of residence and tax dependency must be provided to the Office of Human Resources before the semester in which the child turns 24 and yearly thereafter.

## **ARTICLE 21: SENIORITY AND SEVERANCE PAY**

- (1) Seniority for all unit employees shall be computed from the date of commencement of employment (as defined below) where seniority has not previously been broken whether by a quit or otherwise. Where seniority has been broken, it shall be computed from the date of rehire. Shop stewards shall have super-seniority with regard to layoff in their respective Seniority Groups. When an employee changes jobs from one Seniority Group to another (on or after January 1, 1998), his or her seniority date shall be the date of employment in the Seniority Group. In the event an employee who changes Seniority Group is laid off due to a reduction in force, he has the right to bump back (providing he has enough seniority in the former Seniority Group) into his former Seniority Group for a period of two years from his date of hire in the Seniority Group from which he is laid off.
- (2) There shall be no layoffs without notification to the Union.
- (3) If layoffs become necessary, part-time (non-student) and probationary employees shall be laid off before any permanent full-time employees in a Seniority Group shall be laid off. If further reductions in the work force are necessary, the Employer shall lay off in accordance with seniority within the affected Seniority Group, provided the retained employees can effectively perform the required work. There shall be one (1) Seniority Group for purposes of seniority, which shall consist of Trade Helpers, Maintenance persons, and Mechanics.
- (4) Employees laid off because of a reduction in force shall receive in addition to their accrued vacation credits, severance pay in the following amounts:
- over 2 years service: 2 weeks pay
  - over 5 years service: 4 weeks pay
  - over 10 years service: 5 weeks pay
- (5) At the laid-off employee's option he/she may receive severance pay either at the time of layoff or at the end of the one (1) year recall entitlement period. In either case the employee shall lose any further recall rights under the agreement upon acceptance of severance pay.
- (6) When recalls occur, employees will be recalled to their Seniority Group in the inverse order in which they were laid off by the Employer sending a written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting him to return to work. Each employee is responsible for maintaining on file with the Employer a listing of his correct address. An employee shall be deemed to have waived his right to return to work if he doesn't report for work within two (2) weeks of his/her receipt of a recall notice. Recall rights for employees on layoff shall be for one (1) year from the date of layoff, or until an employee has failed to return to work within two (2) weeks after receipt of notice of recall, whichever occurs first.

## **ARTICLE 22: MILITARY SERVICE**

Both parties agree that all statutes and valid regulations, relative to the reinstatement and employment of veterans, shall be observed with the same force and effect as if written into this agreement.

## **ARTICLE 23: NO DISCRIMINATION**

Adelphi University is committed to a policy of equal opportunity and nondiscrimination regarding all employment actions and further commits not to discriminate against any individual on the basis of an individual's race, creed, color, national origin, ethnicity, sex, sexual orientation, gender or gender identity, disability, genetic predisposition or carrier status, age, religion, marital status, veteran status, Union membership or any other basis protected by applicable local, state or federal laws.

## **ARTICLE 24: DISCIPLINE**

1. The University will not impose discipline which includes suspensions, demotions or discharges without the concurrence of the University's Office of Human Resources. Such discipline will not be imposed until the appropriate Office of Human Resources representative has discussed the action with the designated Union representative.
2. No non-probationary employee shall be discharged except for just cause. The Union reserves the right to dispute any such charge.
3. If the parties fail to agree, the matter shall be submitted through the regular channels of Grievance & Arbitration procedures as provided in this Agreement.
4. Following a motor vehicle accident involving an employee on work time, where bodily injury results, the University may require drug/alcohol testing be administered by a third party provider, with a split sample, paid for by the University. If a test result is positive for alcohol or unlawful drugs, and is confirmed by a split sample, the University must offer the employee a Last Chance Agreement which shall include a 30-60 day outpatient drug/alcohol treatment program (paid through the employee's medical plan), except in cases where the individual has prior related convictions or if the accident results in a felony conviction, in such cases the individual is not eligible for a Last Chance Agreement. Where an arrest is made and charges filed against the employee, the employee will be on unpaid suspension until the outcome of the case, and no Last Chance Agreement shall issue.

## **ARTICLE 25: GENERAL PROVISIONS**

- (1) Bulletin Board  
The Employer shall furnish a bulletin board exclusively for Union announcements and meeting notices.

(2) Sanitary Arrangements

Sanitary arrangements shall be maintained for employees, and individual locker and key thereto and rest room key shall be furnished by the Employer for the use of every employee. Soap, towels and washing facilities shall be supplied by the Employer for all employees.

(3) First Aid Kit

The Employer shall maintain, readily accessible, a complete first aid kit.

(4) Fire and Flood

Employees shall be reimbursed for loss of personal property (clothes and tools only), caused by fire or flood in the building.

(5) Uniforms and Other Apparel:

It is mandatory that all employees wear uniforms or overalls.

(a) Uniforms and overalls shall be supplied and maintained by the Employer provided that the said uniforms or overalls are returned by the employee for said maintenance. The University will enforce the repair/cleaning of uniforms in a timely manner.

(b) Effective September 1, 2017 4 pants, 4 long sleeve shirts and 4 short sleeve polo shirts will be provided per employee each year, and employees will be responsible for cleaning the uniforms. Replacement will be provided as needed. Uniforms shall be OSHA-approved and/or fire rated when necessary based on the employee's job duties. A jacket shall be provided as needed, and fire-rated when necessary, based on the employee's job duties.

(c) Employees doing outside work for a substantial part of their time or engaged in snow removal shall be furnished adequate wearing apparel for the purpose.

(d) It is mandatory that all personnel wear safety shoes. The University shall provide a shoe & uniform allowance each year of:

\$425 as of 1/1/17

\$450 as of 1/1/18

\$475 as of 1/1/19

\$500 as of 1/1/20

\$525 as of 1/1/21

Said payment is to be made simultaneously with payment of unused accrued sick leave in December of each year.

(6) The University shall maintain a safe workplace.

(7) Tool Replacement- An employee whose personal tool is damaged or destroyed while being used on University business while at work shall be entitled to a replacement tool free of charge from the University. Said replacement tool shall be substantially similar in quality to the tool that was damaged or destroyed. The employee must give the tool to be replaced to his supervisor who shall arrange for a replacement tool within 24 hours.

(8) Any Facilities Department employee covered by this contract who goes out on workers' compensation shall accrue personal and sick time for the first two months he/she is on workers' compensation as if actively working. Employees who are on leave due to an on-the-job injury

covered by Workers' Compensation shall return to their prior position if they are able to do so, with no loss in rate or benefits, any time prior to the expiration of twelve months of leave.

- (9) Whenever the Garden City campus is closed due to inclement weather, APPWLU workers actually working that same day on their regular shift that corresponds to the period of the closing will be given a differential rate of pay (10%) for the period of time they work while the University is closed. This differential will only be in effect for a maximum of 8 hours per shift. This does not apply while the four (4) hour call back rate is in effect. Article 25 (9) is only applicable if the campus is closed for more than one (1) hour of the employee's regular shift.

## **ARTICLE 26: NEW HIRES AND JOB POSTINGS**

1. Vacant and new positions will be posted for a period of five (5) working days before they are permanently filled. Incumbent employees will be given an opportunity to bid for such positions; in which case the determination shall be based primarily on seniority, but training, efficiency and other considerations pertaining to the particular job or classification may also be given weight by the Employer. The job postings shall include the shift. When job vacancies occur, the Employer shall notify the Union of such vacancies and offer the Union the opportunity to refer applicants for such vacancies before the employer resorts to other sources.
2. No employee shall be employed through fee-charging agencies unless the Employer pays the full fee.
3. The Union will be given equal opportunity with other sources, to refer applicants for employment; it being understood that the Employer reserves the right to accept or to reject persons so referred.

## **ARTICLE 27: SUCCESSOR CLAUSE AND CONTRACTING OUT CLAUSE**

- (1) All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Union its successors and assigns, and upon the Employer, its representatives, successors and assigns.
- (2) It is further understood that the University shall have the right to contract out any or all of the work covered by this Agreement provided that the contractor agrees to assume this contract. However, any contractor assuming this agreement shall have the right to offer, in place of the medical programs as set forth in Article 19, a comparable medical insurance benefit program. Any contractor assuming this agreement shall also have the right to offer, in place of the benefits associated with the defined contribution retirement plan set forth in Article 17, benefits associated with another defined retirement contribution, with the same employer contribution rates; or, in lieu of such benefits, the contractor shall pay each month to each employee an amount equivalent to the average of the last 24 months (or fewer in the case of employees with less than 24 months of service) of employer contributions, if any, to the defined contribution retirement plan referenced in Article 17.
- (3) Nothing in this contract, however, shall be deemed to preclude the Employer from contracting out work to employers who have not assumed this contract, such work as has heretofore been



contracted out by the University or its predecessors, or which the University does not have the equipment, skills, available staff, or facilities to perform.

- (4) The University shall notify the Union President or his/her designee in writing of all subcontracting as soon as practicable.

## **ARTICLE 28: ABSENCE AND LATENESS**

The University has a right to expect regular attendance and that employees will report to work at the times scheduled for them. Employees who fail to report to work on time, or whose attendance is not regular, will be subject to discipline, proceeding progressively up to and including discharge.

## **ARTICLE 29: SAFETY COMMITTEE**

The University and the Union agree to establish a committee to be known as the “Safety Committee”, which shall have two (2) representatives from the bargaining unit and two (2) representatives from management. The purpose of the Committee will be to identify and study issues relating to the safety of members of the bargaining unit and to report on same to the Assistant Vice President for Facilities Management.

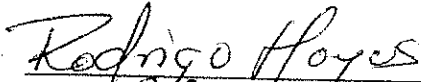
## **ARTICLE 30: FOREPERSON**

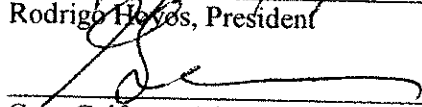
The University may designate Forepersons. Forepersons will: order materials and maintain storeroom inventory; coordinate work assignments with management; supervise workers in the field; and ensure overtime is distributed evenly and fairly. Forepersons will report to directly to Management. Openings for Foreperson positions shall be posted and assigned in accordance with the same procedure for all other positions. In addition to their regular compensation, Forepersons shall receive \$125 per week. The position of Foreperson will be offered to the most senior person in each area. Appointees shall serve a 60 day probationary period, at the end of which their performance will be evaluated by the University. If the University decides to change Forepersons at the end of the probationary period, representatives of Management and the Office of Human Resources will meet with the Union to discuss the reasons. Appointment of Forepersons shall be reviewed on an annual basis.


## **ARTICLE 31: DURATION**

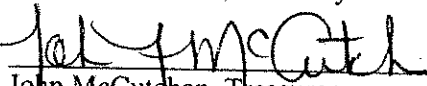
Unless otherwise specified, this Agreement shall remain in full force and effect until December 31, 2021 and shall be renewed automatically for yearly periods thereafter, unless either party, not less than sixty (60) days prior to December 31, 2021, notifies the other by certified mail, of its desire to modify or terminate this Agreement.

For Adelphi Physical Plant Worker's Labor Union:

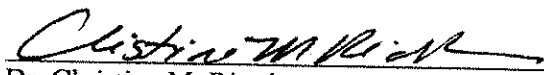
  
Rodrigo Hoyos, President

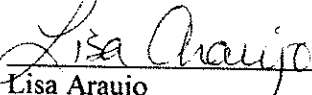
  
Gary Gelfman, Vice President

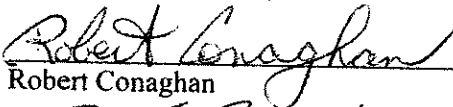
  
Bruce Needleman, Secretary

  
John McCutchen, Treasurer

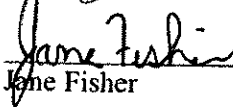
For Adelphi University

  
Dr. Christine M. Riordan

  
Lisa Araujo

  
Robert Conaghan

  
Robert Shipley

  
Jane Fisher

  
Anthony Maldonado

## ADELPHI UNIVERSITY VEHICLE USAGE AGREEMENT

**As a driver of a University vehicle owned, rented or leased for official University business and/or student activities, I agree to abide by the University policies and procedures, including the following:**

**I certify that:**

1. I have a driver's license that is valid in the United States.
2. I am at least 18 years old (or 25 years old if driving a 12-15 person passenger van on roads with designated speed limits that exceed 35 mph).
3. If I will be driving a 12-15 person passenger van, that I have read and signed the van safety memo.
4. I will not permit any unauthorized person to drive the vehicle.
5. I will not permit any unauthorized passengers in the vehicle (only AU employees, persons cooperating in AU projects or programs, and students participating in authorized trips are authorized).
6. I will use a seat belt or other available occupant restraint and require all passengers to also use occupant restraints in accordance with state law, and not operate the vehicle unless all occupants are wearing the appropriate restraints.
7. I will operate the vehicle in accordance with University policies and procedures and know and observe all applicable traffic laws, ordinances and regulations.
8. I understand that I may be responsible for all traffic violations and fines resulting from my use of a University vehicle.
9. I will not allow open containers of alcohol in the vehicle or drive under the influence of drugs or alcohol except any prescription medications as long as they do not impair my driving ability or cause drowsiness.
10. I will not use a cell phone while driving.
11. I will not exceed the speed limit or drive the vehicle at speeds that are unsafe for road conditions.
12. I will be well rested. I will not drive more than a total of 8 consecutive hours per day, and understand it is recommended that periods of uninterrupted driving not exceed 2 consecutive hours, separated by breaks of at least 15 minutes.
13. I will not drive the vehicle "off road" unless it is designed and intended for that use.
14. I will not smoke while in a University vehicle.
15. I will turn the vehicle off, remove the keys, and lock the vehicle when it is left unattended.

16. Before leaving the parking area, I will check the vehicle for observable safety concerns or defects. I will report any defects immediately to the appropriate authority to determine if the vehicle is safe to operate.

17. I will immediately report all accidents, property damage, or violations to the appropriate authority.

18. I will immediately report to my supervisor either of the two situations below:

- Accumulating on my driver's license record, 6 or more points within the past 18 months.

- Being convicted for an alcohol or drug-related offense while driving within the past 3 years or being convicted for these offenses more than once.

If either of these situations occurs, I will immediately report the occurrence to my supervisor and immediately stop driving a University vehicle.

19. As a University employee or student, I understand I am subject to all applicable University disciplinary procedures for violations of University policies and procedures.

20. If an employee abides by all policies and procedures included on this form and either:  
Accumulates on his/her driver's license record, 6 or more points within the past 18 months; or is convicted for an alcohol or drug-related offense while driving within the past 3 years or is convicted for these offenses more than once; the university will not seek to terminate or suspend employment due to his/her inability to drive a university utility vehicle.

By signing below, I certify the foregoing is true and correct. I understand that misrepresentations or omissions may be cause for disciplinary action, up to and including dismissal.

\_\_\_\_\_  
Name of Driver (Please Print)

\_\_\_\_\_  
Driver's License Number

\_\_\_\_\_  
Signature of Driver Department

## Schedule A

### APPWLU WAGE RATES

<b>JOB TITLE</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>
<b>TRADEHELPER</b>					
WEEKLY	\$ 1,096.33	\$ 1,121.00	\$ 1,149.03	\$ 1,177.75	\$ 1,210.14
HOURLY	\$ 27.41	\$ 28.03	\$ 28.73	\$ 29.45	\$ 30.26
YEARLY	\$ 57,009.49	\$ 58,292.20	\$ 59,749.51	\$ 61,243.24	\$ 62,927.43
<b>MAINTENANCE PERSON</b>					
WEEKLY	\$ 1,351.06	\$ 1,381.46	\$ 1,416.00	\$ 1,451.40	\$ 1,491.31
HOURLY	\$ 33.77	\$ 34.53	\$ 35.40	\$ 36.28	\$ 37.28
YEARLY	\$ 70,253.93	\$ 71,834.64	\$ 73,630.51	\$ 75,471.27	\$ 77,546.73
<b>MECHANIC</b>					
WEEKLY	\$ 1,434.59	\$ 1,466.87	\$ 1,503.54	\$ 1,541.13	\$ 1,583.51
HOURLY	\$ 35.87	\$ 36.68	\$ 37.59	\$ 38.53	\$ 39.59
YEARLY	\$ 74,598.53	\$ 76,277.00	\$ 78,183.92	\$ 80,138.52	\$ 82,342.33

## Schedule B

### Deductions for overpayments

- A. If an overpayment of wages has been made, the University shall provide the employee with notice of the intent to commence the deductions to recover the overpayment.
- B. If the entire overpayment is less than or equal to the net wages earned after other permissible deductions in the next wage payment, the University may recover the entire amount of such overpayment in that next wage payment. In such cases, notice shall be given at least three days prior to the deduction.
- C. Where the recovery of an overpayment exceeds the net wages after other permissible deductions in the immediately subsequent wage payment, the University may deduct up to 12.5% of the gross wages earned in future wage payments provided that such deduction no not reduce the effective hourly wage below the statutory state minimum hourly wage. In those cases, notice shall be given at least three weeks before the deductions may commence.
- D. Such notice shall contain the amount overpaid in total and per pay period, the total amount to be deducted and the date each deduction shall occur followed by the amount of each deduction. The notice shall also provide notice to the employee that he or she may contest the overpayment, provide the date by which the employee shall contest, and include the procedure by which the employee may contest the overpayment and/or terms of recovery, or provide a reference to where such procedure can be located.
- E. If the employee disputes the proposed deduction, the employee may dispute the deduction by responding in writing within one week of the notice. The University will reply to the employee within one week of the response, along with a notice of an opportunity to meet with the appropriate representative of the University. Within one week of such meeting, the University shall provide its final decision.
- F. If the employee commences the dispute resolution process described in paragraph (e) above, deductions will not be made until three weeks after the final decision is issued. Where the amount to be deducted is less than a full paycheck (as described in paragraph (b) above), the employee must submit a response within two days in order to delay the deduction.

## Schedule C

Plan Design 2017	Standard		EMBLEMHEALTH	
Out of Pocket Cost Share	In	Out	In	Out
Calendar Year Deductible (S/F)	\$350/\$700	\$1,500/\$3,000	None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$6,600/\$13,200	No OON
<b>Physician Services</b>				
PCP Copay	\$25 per visit	70% covered	\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Hospital Services</b>				
Inpatient Copay	80% Covered (subject to deductible)	70% covered	\$100 per admit	No OON
Inpatient Coinsurance		70% covered	100% covered	No OON
Emergency Room Copay	\$100 (wia)		\$75 (wia)	
Urgent Care	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Outpatient Services</b>				
Outpatient Surgery	80% Covered (subject to deductible)	70% covered	\$100 per procedure	No OON
Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	100% covered	No OO
<b>Prescription Drugs</b>				
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>				
Health Reimbursement Account	\$350/\$700		None	

Plan Design 2018	Standard		EMBLEMHEALTH	
Out of Pocket Cost Share	In	Out	In	Out
Calendar Year Deductible (S/F)	\$350/\$700	\$1,500/\$3,000	None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$6,600/\$13,200	No OON
<b>Physician Services</b>				
PCP Copay	\$25 per visit	70% covered	\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Hospital Services</b>				
Inpatient Copay	80% Covered (subject to deductible)	70% covered	\$100 per admit	No OON
Inpatient Coinsurance		70% covered	100% covered	No OON
Emergency Room Copay	\$100 (wia)		\$75 (wia)	
Urgent Care	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Outpatient Services</b>				
Outpatient Surgery	80% Covered (subject to deductible)	70% covered	\$100 per procedure	No OON
Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	100% covered	No OO
<b>Prescription Drugs</b>				
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>				
Health Reimbursement Account	\$350/\$700		None	



Plan Design 2019	Standard		EMBLEMHEALTH	
Out of Pocket Cost Share	In	Out	In	Out
Calendar Year Deductible (S/F)	\$400/\$800	\$1,500/\$3,000	None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$6,600/\$13,200	No OON
<b>Physician Services</b>				
PCP Copay	\$25 per visit	70% covered	\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Hospital Services</b>				
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Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	100% covered	No OO
<b>Prescription Drugs</b>				
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>				
Health Reimbursement Account	\$350/\$700		None	

Plan Design 2020	Standard		EMBLEMHEALTH	
Out of Pocket Cost Share	In	Out	In	Out
Calendar Year Deductible (S/F)	\$450/\$900	\$1,500/\$3,000	None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$6,600/\$13,200	No OON
<b>Physician Services</b>				
PCP Copay	\$25 per visit	70% covered	\$10 per visit	No OON
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<b>Prescription Drugs</b>				
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>				
Health Reimbursement Account	\$350/\$700		None	

Plan Design 2021	Standard		EMBLEMHEALTH	
Out of Pocket Cost Share	In	Out	In	Out
Calendar Year Deductible (S/F)	\$500/\$1,000	\$1,500/\$3,000	None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$6,600/\$13,200	No OON
<b>Physician Services</b>				
PCP Copay	\$25 per visit	70% covered	\$10 per visit	No OON
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Mail Order Copays	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>				
Health Reimbursement Account	\$350/\$700		None	