

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**ADELPHI UNIVERSITY**

**And**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 153, AFL – CIO**

**SEPTEMBER 1, 2017**

**Through**

**AUGUST 31, 2022**

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AGREEMENT made this 1st day of September, 2017, between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 153, AFL-CIO, hereinafter referred to as the "Union," for and on behalf of itself, its successors and assigns, and the employees in the unit defined below, and ADELPHI UNIVERSITY, its successors and assigns, hereinafter referred to as the "University."

## ARTICLE I - RECOGNITION

Section 1 The University recognizes the Union as bargaining agent for all employees in the unit certified by the National Labor Relations Board in Case No. 29-RC-6961.

Section 2 Within thirty (30) days of the date of hire, the University will provide to the Union the name, sex, date of birth, social security number, address, salary, date of hire, and job classification with respect to all new employees to be covered by this agreement. Thereafter, the Union will be notified on a monthly basis of all salary changes (other than general or automatic increases), promotions, changes of address (if known to the University), resignations, retirements, deaths, dismissals, and leaves of absence.

## ARTICLE II - RIGHTS OF MANAGEMENT

Section 1 Nothing in this Agreement shall be construed to impair the University's exclusive right to manage its affairs and direct the work of its employees except as otherwise herein expressly and specifically provided.

## ARTICLE III - UNION SECURITY

Section 1 The University agrees that all employees covered under this Agreement who are employed as of the date of its ratification shall, as a condition of employment, thirty-one (31) days from the ratification date of this Agreement, become and remain members of the Union in good standing.

Section 2 The University further agrees that all new employees hired subsequent to the ratification date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing.

## ARTICLE IV - DUES CHECKOFF & VOLUNTARY AUTHORIZATION DEDUCTIONS

Section 1 The University agrees to deduct Union dues and initiation fees from the wages of each employee on a semi-monthly basis and remit such dues and initiation fees to the Union promptly after the last deduction each month summarized monthly.

Section 2 Dues will become due and payable in the first payroll period effective with the first week following thirty (30) days of employment. Initiation fees become due and payable according to the fee payment schedule approved by the Union's Secretary-Treasurer.

Section 3 Valid and authorized changes in the rate of dues and/or initiation fees will be put into effect in the deductions made by the Employer in the first week of the month following receipt by

the Employer of at least thirty (30) days' written notice of the change from the Union.

Section 4 The Union agrees to file proper check-off authorization cards for the check-off of initiation fees and dues and schedules with the University for each employee prior to such deductions.

Section 5 The Union hereby agrees to indemnify and hold the University harmless from any expense or liability that shall arise out of or in connection with the University's action in complying with this Article, or by reason of wrongful discharge of any employee by the University in accordance with a request or demand made by the Union or any of its authorized officials pursuant to Article III of this agreement.

Section 6 The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of the Electorate" (VOTE) fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU, Local 153, AFL-CIO, monthly, by check, payable to the "Voice of the Electorate" along with a listing of persons who donated such monies.

#### ARTICLE V - STRIKES AND LOCKOUTS

Section 1 The Union and any employee(s) in the bargaining unit, acting singly or in concert, shall not authorize, condone, or engage in any strike, sympathy strike, slowdown, picketing, cessation of work, or other interference with the operations of the University during the term of this Agreement.

Section 2 The University shall not engage in any lockout of employees covered by this Agreement during its term.

#### ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 A "grievance" shall be defined as any dispute or difference arising between the parties, during the term of this agreement as to the interpretation, application, or alleged violation of any of the terms hereof.

Section 2 Grievances shall be resolved in accordance with the following procedure:

Step 1: The grievance shall be reduced to a writing (containing a concise description of the dispute and specific references to all applicable provisions of this agreement) and presented by the area representative to the grievant's immediate supervisor (with a copy to the University's designated Human Resources representative), within twenty (20) calendar days after the act(s) or occurrence(s) that is (are) the basis of the grievance. The immediate supervisor or his/her designee will respond, in writing, to the area representative within ten (10) working days after it is received. If the grievance is not satisfactorily resolved, it shall be taken to Step 2, below, within five (5) working days after receipt of the University's written response at Step 1.

Step 2: The chief area representative (accompanied by the grievant and his/her area representative) shall discuss the grievance with the Human Resources Representative or his/her

designee. The Human Resources Representative or his/her designee will respond, in writing, within ten (10) working days after the discussion. If the grievance is not satisfactorily resolved, it shall be taken to Step 3, below, within five (5) working days after the chief area representative receives the University's written response at Step 2.

Step 3: The Union's Business Agent (accompanied by the grievant, his/her area representative, and the chief area representative) shall discuss the grievance with the Assistant Vice President for Human Resources and Labor Relations or his/her designee, who will respond, in writing, within ten (10) working days after the discussion. If the grievance is not satisfactorily resolved, the Union may demand arbitration thereof pursuant to the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association. The demand for arbitration must be filed with the American Arbitration Association and the other party to the dispute no later than thirty (30) working days after receipt of the Step 3 response denying the grievance.

Section 3 Grievances involving the discharge or suspension of employees shall be initiated at Step 2 of the procedure.

Section 4 A grievance involving a claim that either party has violated Article V (Strikes and Lockouts) of this Agreement shall be subject to expedited arbitration.

Section 5 Failure of the University to respond to a grievance at any step in the procedure shall not be deemed acquiescence thereto, and the Union shall proceed to the next step.

Section 6 Any disposition of the grievance from which no appeal is taken within the time limits specified herein shall be deemed final and the grievance shall not thereafter be subject to further processing under this procedure.

Section 7 All time limits specified herein (except when stated in calendar days) are exclusive of Saturdays, Sundays, and Holidays celebrated by the University, and may be extended only by written agreement between the University and the Union.

Section 8 The Arbitrator's decision and award shall be final, conclusive, and binding upon the parties hereto and the employees.

Section 9 The Arbitrator shall have no power or authority to add to, subtract from, alter, amend, or modify any of the terms of this Agreement.

Section 10 The fees and expenses of the American Arbitration Association and the Arbitrator shall be shared equally by the parties. Attorneys' fees and the cost of transcripts ordered by one party shall not be shared, nor shall the Arbitrator have the authority to award attorneys' fees to either party.

Section 11 The chief area representative will be granted a maximum of five (5) days of paid leave during each year of this Agreement to attend scheduled arbitration hearings. For the purpose of grievance handling and contract administration, the chief area representative will be granted one (1) hour of paid time off at the end of his/her normal workday on two (2) days each week, to be designated jointly by the University and the Union.

Section 12 The grievance procedure described herein is the sole and exclusive remedy of the Union and the employees covered hereby for any grievance as defined in Section I, above. However, nothing herein contained shall preclude a suit by the Union or the University to enforce the no-strike, no-lockout, or arbitration provisions of this Agreement.

#### ARTICLE VII - VISITATION

Section 1 Upon reasonable notice to, and with the permission of, the University's Designated Human Resources representative or her/his designee, which permission shall not be unreasonably withheld, an authorized representative of the Union will have access to University property during normal business hours for the purpose of investigating and adjusting grievances under this Agreement.

Section 2 The Union's representative shall not interfere with employees or cause them to neglect their work or responsibilities during visits to the University.

Section 3 Once each month, at a time jointly selected by the University and the Union, area representatives (including the chief area representative) will be granted two hours paid time off at the end of the workday for the purpose of meeting with the Union's representative to discuss matters relating to administration of this Agreement. Subject to availability and upon reasonable notice to the Designated Human Resources representative, appropriate facilities will be provided for such meetings on the University's Garden City campus.

Section 4 Subject to availability and upon reasonable notice to the Designated Human Resources representative, appropriate facilities will be provided to the Union on the University's Garden City Campus, at reasonable intervals, for the purpose of conducting general informational meetings open to all members of the bargaining unit.

Section 5 Upon request, the University agrees to make available for the Union's use an office with an available telephone.

Section 6 The University agrees to provide each area representative with up to three (3) days off with pay per academic year as educational leave. Such leave will be used to attend educational conferences by Local 153 O.P.E.I.U. or the AFL-CIO. The Union agrees to provide the University with sufficient notice prior to each conference. The names of the area representatives affected by this section shall be provided to the Office of Human Resources not later than September 1 of the applicable academic year.

#### ARTICLE VIII- BULLETIN BOARDS

Section 1 The University will provide a total of six (6) glass-enclosed bulletin boards (2' x 3') on the Garden City campus for the Union's use in posting notices concerning meetings, dues, entertainment, health and safety, and general Union activities. The location of such bulletin boards shall be determined jointly by the University and the Union with due regard for visibility and accessibility to the employees covered hereby. Adequacy and location of bulletin boards will be subject to review annually, no later than the anniversary date of this Agreement.

Section 2 All notices posted by the Union must be dated and be signed or contain other identification as to their source. The Union shall utilize its bulletin boards in a responsible manner. Copies of all posted notices shall be provided contemporaneously to the University's Designated Human Resources representative.

#### ARTICLE IX - PERSONNEL RECORDS

Section 1 Upon twenty-four (24) hours' notice to the Designated Human Resources representative, employees may review the contents of their own personnel file, except documents related to the pre-employment period, at such intervals as are reasonable in the circumstances.

Section 2 Upon request of the employee, the University will provide a copy of specifically identified documents contained in their own personnel file, except documents related to the pre-employment period.

#### ARTICLE X - DISCHARGE AND DISCIPLINE

Section 1 The University shall have the right to discharge, suspend, reprimand, or warn employees, other than probationary employees, only for "just cause."

Section 2 When practicable, the University will advise the Union of any discharge or suspension, and the reasons therefore, prior to taking such action. Copies of all written warnings and disciplinary notices will be furnished to the chief area representative by the University's Designated Human Resources representative within three (3) working days of their issuance.

Section 3 Upon request of an employee, the University will permit him/her to be accompanied by his/her area representative during any investigative interview that may result in disciplinary action.

Section 4 An employee who has received a disciplinary warning notice shall have such notice expunged from his/her personnel file provided that, for a period of two (2) years from the date of such notice, the employee has not received any other disciplinary warning notice, or been disciplined in any manner, for the same or a related charge.

#### ARTICLE XI - NO DISCRIMINATION

Neither the Union nor the University shall discriminate against any employee covered hereby with respect to any term or condition of employment because of race, creed, color, national origin, union membership, gender identity, sex, age, marital status, disability, ethnicity, sexual orientation, genetic predisposition or carrier status, religion, veteran status, or any other basis protected by applicable local, state or federal laws.



## ARTICLE XII - PROBATIONARY PERIOD

Section 1 All new employees covered hereby shall be required to serve a sixty (60) calendar day probationary period, during which they may be discharged or disciplined without recourse under the grievance procedure of this Agreement or otherwise. No days of absence from work on regularly scheduled workdays shall be credited toward completion of the probationary period.

Section 2 Upon written notice to the Union provided not less than ten (10) working days prior to the last day of an employee's probationary period, the University may seek up to a thirty (30) calendar day extension thereof. The Union's approval shall not be unreasonably withheld.

Section 3 During the probationary period and any extension thereof, probationary employees will receive only the benefits provided in this agreement.

## ARTICLE XIII - TEMPORARY EMPLOYEES

Section 1 The term "temporary employee" includes:

- (a) Employees hired for a definite duration, not to exceed ninety (90) calendar days (unless extended by agreement with the Union's business representative, whose approval shall not be unreasonably withheld) for a specific project or assignment, other than a project or assignment described in subsections (b) through (e), below;
- (b) Employees hired to replace members of the bargaining unit who have taken leaves of absence pursuant to Article XXIV of this Agreement;
- (c) Employees hired to replace members of the bargaining unit during vacation periods;
- (d) Employees hired on a temporary basis, not to exceed ninety (90) calendar days (unless extended by agreement with the Union's business representative, whose approval shall not be unreasonably withheld) to fill vacancies resulting from the disability, discharge, death, resignation, or retirement of members of the bargaining unit, provided that a replacement is unavailable; and
- (e) Any individual supplied to the University on a per diem basis by a temporary employee agency who is employed and paid by such agency.

Section 2 The terms of this Agreement shall not apply to temporary employees.

## ARTICLE XIV - SENIORITY

Section 1 Except as otherwise provided in this Agreement seniority is defined as an employee's length of continuous employment with the University in a position covered by this Agreement.

Section 2 An employee's seniority will commence upon completion of the probationary period, retroactive to date of employment (i.e., the date the employee actually commences work), and

shall accrue only during periods when the employee is actively employed by the University in a position covered by this Agreement or is on an approved leave of absence during which seniority accrues. If two (2) or more members of the bargaining unit have the same date of employment, the employee whose birthdate falls earliest in the calendar year will be deemed to have the greater seniority for purposes of this Agreement.

Section 3 An employee shall lose seniority and all rights derived therefrom in the event of any one or more of the following:

- (a) Voluntary resignation or quitting of employment;
- (b) Retirement;
- (c) Discharge (unless the employee subsequently is reinstated through arbitration or otherwise);
- (d) Leave of absence exceeding the allowable period under this Agreement;
- (e) Layoff for continuous period in excess of twelve months
- (f) Failure to return to work within five (5) days after being recalled to duty by certified mail, unless prevented from doing so by physical incapacity or other extenuating circumstances.

#### ARTICLE XV - JOB BIDDING PROCEDURE

Section 1 It being the intention of the University to fill vacancies in positions covered by this Agreement from within the bargaining unit, notice of all such vacancies (other than temporary vacancies) will be posted electronically by the University for a period of five (5) working days, except when a laid-off employee or an employee bumped to a lower grade has recall rights pursuant to Article XVI, or a full-time employee voluntarily goes to permanent part-time status in the same position and same department (based upon a verifiable need and approved in writing by the department), or a part-time employee voluntarily goes to full-time status in the same position and same department (based upon a verifiable need, budget approval and approved in writing by the department). The posting, including title, grade level, and a brief description of duties, qualifications, and necessary skills, will be posted via email to union members or by request, a hard copy, to a subset of members who do not have access to email. (Nothing herein contained will preclude the University from filling a vacancy on a temporary basis with a temporary employee pursuant to the provisions of this Agreement.)

Section 2 In the event that no laid-off employee or an employee bumped to a lower grade has recall rights and no eligible bargaining unit employee qualified to fill the vacancy applies (in writing) to the Designated Human Resources representative during the posting period, the University may at once fill the position from any source. For purposes of this and all other sections of this Article, the determination whether a Bargaining Unit member is "qualified" to fill a vacancy within the bargaining unit shall include, but not be limited to, an examination of his/her work history and prior performance as well as demonstrated ability to meet the requirements of the vacant position after a thirty (30) calendar day probationary period.

Section 3 (Promotions) (a) For purposes of this Agreement, a promotion is defined as a change in position from one grade to a higher grade within the bargaining unit.

(b) It being the intention of the parties to encourage the advancement of employees covered by this Agreement by promoting from within, before filling any vacancy from outside the bargaining unit, first consideration will be given to eligible, qualified unit employees who apply during the posting period. The most qualified of such applicants will be given the opportunity to fill the vacancy. If two or more eligible employees with substantially equal qualifications make application, the employee with the greatest seniority will be given the opportunity to fill the vacancy. For purposes of this section, an employee is "eligible" to fill a vacancy only if it arises in a position within a higher grade, and the employee has accrued at least six months seniority.

Section 4 (Lateral Transfers) An employee who has accrued at least six (6) months seniority may apply to fill a bargaining unit vacancy arising in the same grade (i.e., a lateral transfer). The University will attempt to select qualified Local 153 employees who request lateral transfers during the time that a position is posted for bid before filling vacancies with applicants who are not members of Local 153. However, nothing herein contained shall require the University to make any lateral transfer irrespective of seniority, qualifications, or any other factor(s).

Section 5 (a) An employee who fills a vacancy in a bargaining unit position within a higher grade (i.e., an employee who receives a promotion) will receive a \$2,000 increase in pay or the minimum rate for the higher grade, whichever is greater. If the employee returns to their former position (lower grade- see Section 6 (c)) during the applicable time period, they will return at the previous salary they held at that position.

(b) An employee who fills a vacancy in a position within the same grade (i.e., an employee who receives a lateral transfer) will maintain his/her same salary.

Section 6 (a) An employee who fills a vacancy pursuant to this Article shall serve a probationary period of thirty (30) calendar days in the new position, during which period he/she will be afforded an opportunity to demonstrate/develop the skills necessary to perform the duties of the new position.

(b) If the employee does not satisfactorily complete such probationary period (or any extension thereof), the employee will be returned to the former position at his/her former rate of pay, and the chief area rep will be so notified in writing.

(c) Within ten (10) working days after assuming the duties of the new position, an employee may elect to return to his/her former position. This option may be exercised only once every two (2) years. However, an employee who exercises his/her rights under this paragraph shall be precluded from bidding on any future vacancies within the bargaining unit for a twelve (12) month period.

Section 7 (a) Except as otherwise provided below, an employee who works in a position graded higher than the position to which he/she is regularly assigned will receive a fifteen (15) percent pay differential, provided that the employee is required to assume additional and different duties and/or responsibilities in the position that he/she is working.

(b) Notwithstanding the foregoing, the University shall not be liable for any additional compensation when an employee is temporarily assigned to cover for an employee in a higher

grade who is ill, absent, or on vacation, provided that such assignment does not exceed five (5) working days.

Section 8 – If an employee transfers from one campus to another, the Union and the University will agree on the appropriate salary for the new position. Pending agreement with the Union on a salary for a transferee to another campus, Adelphi shall set the employee's salary at a level comparable to the salary being received by similarly situated employees with the same seniority at the applicable campus.

## ARTICLE XVI - LAYOFF AND RECALL

Section 1 (a) In the absence of fire, flood, civil disorder, emergency, acts of God, or other occurrences of a similar nature beyond the University's control, the University will provide either two (2) weeks notice of a scheduled layoff to the affected employee (and to the Union) or two (2) weeks pay (to the employee) in lieu of such notice.

(b) However for the purpose of layoff and recall only, area representatives and the chief area representative shall have super seniority. There shall be one area representative for each 30 employees in the bargaining unit plus the chief area representative eligible for super seniority. During the term of this agreement, there shall be no less than five representatives eligible for super seniority, including the chief area representative, unless the University and the Union mutually agree to reduce the number.

Section 2 In the event of a layoff within a job classification (covered by this Agreement) in any department within the University, probationary and temporary employees (as well as any subcontractor's employees) in the affected department/ classification shall be laid off first, without regard to date of employment. Non-probationary employees in the affected department/classification shall be laid off next, beginning with the employee with the least seniority in the affected classification.

Section 3 Except as otherwise provided below, an employee designated to be laid off, either as a result of a general reduction of staff or the elimination of a specific position, must first take any open position provided it is at the same grade level with comparable hours and compensation and for which he/she is qualified. If there are no open positions at the same grade level as the affected employee or he/she is not qualified, he/she may displace the least senior employee in the same classification or a related classification in the same or lower grade, provided, however, that the employee is qualified for the position based on, among other things, work history, prior performance, and demonstrated ability to meet the requirements of the position after a reasonable period of time. It is understood that whenever the preceding sentence of this section becomes operative, layoffs shall be affected in the following manner: Within the department and/or school; and then University wide. An employee who is displaced by operation of this section may, in turn, displace the least senior employee in the next lower grade, subject to the same restrictions and limitations stated in the preceding sentences.

Section 4 Employees covered hereby whose compensation is dependent upon special or non-budgetary funds (i.e., employees employed pursuant to a grant obtained by the University) may be laid off when such funds have been exhausted and/or are no longer available to the University.

Employees designated for layoff pursuant to the preceding sentence shall not have the layoff or recall rights specified in any other section of this article.

Section 5 A permanent part-time employee who is laid off for any reason may not displace a full-time employee pursuant to Sections 3 and 4, above, regardless of seniority.

Section 6 An employee scheduled to be laid off who displaces an employee in the same or lower grade will not suffer any reduction in salary.

Section 7 An employee laid off shall be placed on a recall list for a period of one (1) year, after which his/her seniority and entitlement to recall ceases.

Section 8 Recall rights shall apply only to positions from which the employee was laid off or displaced and to positions to which the employee could have moved, pursuant to Section 3, above, had the position been available at the time he/she was laid off. Employees with recall rights will be rehired in the inverse order of seniority. The University will rehire the last employee laid off (or who elected to displace an employee pursuant to Section 3, above), provided, however, that such employee is qualified to fill the position for which the University is rehiring, based on, among other things, work history, prior performance, and demonstrated ability to meet the requirements of the position after a reasonable period of time.

Section 9 Notice of recall will be sent by certified mail to the employee's last known address. The employee is responsible for maintaining a correct current address on file with the University. An employee must accept recall within five (5) days after receipt of notice. Failure to do so will result in removal from the recall list and loss of seniority, unless the employee either (a) contacts the Designated Human Resources representative or his/her designee within the five (5) day period and establishes that he/she is prevented from reporting to work by physical incapacity or other extenuating circumstances, or (b) subsequently establishes that he/she was away from his/her principal residence at the time that notice was given by the University.

Section 10 No employee shall accrue seniority for any purpose while on layoff. Employees recalled from layoff shall retain seniority accrued prior to layoff.

Section 11 An employee recalled and reinstated to his/her former position will receive his/her former rate of pay plus any wage increases applied to his/her classification during the period he/she was on the recall list.

Section 12 Employees who are permanently laid off (i.e. employees laid off for more than 30 days) will receive the following severance benefit:

Years of Service

Greater than 1 year but less than 2  
Greater than 2 years but less than 5  
5 years but less than 10 years  
More than 10 years

Benefit

1 week at regular base rate  
2 weeks at regular base rate  
4 weeks at regular base rate  
8 weeks at regular base rate

## ARTICLE XVII - TECHNOLOGICAL CHANGES

Section 1 The University agrees to notify the Union within thirty (30) days of the introduction of technological changes, including automation, if such changes would displace any members of the bargaining unit or would result in more than minor modification of their regular duties.

Section 2 Upon request, the University will meet with the Union to discuss the impact of technological changes upon the affected employees, including whether and to what extent training may be appropriate.

Section 3 Any new bargaining unit positions created as a result of the introduction of automation or other technological changes will be posted and filled in accordance with the applicable provisions of this Agreement.

Section 4 In the event of a reduction of staff due to automation or the introduction of other technological changes, the provisions of this Agreement regarding layoff and recall will apply.

## ARTICLE XVIII - SUBCONTRACTING

Section 1 The University does not presently contemplate subcontracting work that normally or customarily has been performed by employees covered by this Agreement. In the event that any such subcontracting is contemplated in the future, the University will discuss same with the Union beforehand. However, nothing herein contained shall prohibit the University from subcontracting bargaining unit work.

Section 2 Except as provided in the final sentence of this section, during the term of this Agreement no bargaining unit employee will be laid off as a result of any subcontracting of work covered hereby. In the event that the University subcontracts work normally or customarily performed by members of the bargaining unit, employees affected thereby will be offered employment in open bargaining unit positions for which they are qualified, without loss of pay or status. An employee who refuses to accept such employment shall be laid off.

Section 3 Except as heretofore has existed; supervisors shall not regularly perform work normally or customarily performed by employees covered by this Agreement.

## ARTICLE XIX - HOURS OF WORK

Section 1 The regular workweek for full-time employees will be thirty-five (35) hours, Monday through Friday.

Section 2 Except as stated in Subsections (a)-(c) of this Section, the regular workday for full-time employees will be seven (7) hours, 8:30 a.m. to 4:30 p.m.

(a) For the ten week period of each contract year beginning on June 1, the regular workday for full-time employees will be six and one-half (6 1/2) hours, 8:30 a.m. to 4:00 p.m., with two (2) fifteen (15) minute rest periods.

(b) For ten (10) successive workdays before the first day of the Fall semester of each contract year, the regular workday for full-time employees will be seven and one-half (7 1/2) hours, 8:30 a.m. to 5:00 p.m.

(c) For five (5) successive workdays beginning with the first day of both the Fall and Spring semesters, the regular workday for full-time employees will be seven and one-half (7 1/2) hours, 8:30 a.m. to 5:00 p.m.

(d) If a Department Head/Dean decides that the department/school is not helped by "Summer hours", Sections 2 a, b, & c can be waived after informing the union and the affected employees. Employees may initiate a request to waive summer hours with their department head/Dean as appropriate.

(e) It is understood that the overtime pay rates set forth in Section 5 of this Article shall not be applicable to hours worked pursuant to the foregoing Subsections (b) and (c).

Section 3 Although the regular workday and workweek will be as provided for in Sections 1 and 2, above, the parties recognize that there will be occasions when, to meet operating requirements, the University may need to schedule employees to work other than the regular workweek and to assign hours that begin and/or end outside the regular workday. Further, variations in the starting and quitting times will be permitted in accordance with past practices; and where positions are created, the workday and workweek will be established in accordance with the University's operating requirements. The University will use its best efforts to locate qualified employees who are willing to work such schedule before assigning employees to do so in inverse order of seniority.

Employees who work Saturdays or Sundays as part of their regular schedule will receive two (2) consecutive days off.

Section 4 Permanent part-time employees are regularly scheduled to work at least twenty-five (25) hours but less than thirty-five (35) hours in each work week.

Section 5 Hours worked in excess of seven (7) in any workday or thirty-five (35) hours in any work week will be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate. In lieu of receiving such overtime pay, but subject to the needs of the department, employees may elect equivalent compensatory time off, provided that such time is taken during the same work week.

Section 6 Compensation for all hours worked in excess of seven (7) in any workday or thirty-five (35) hours during any workweek, not including any hours for which the employee has elected to take compensatory time off, will be paid for by the University in the pay period following the pay period in which such compensation is earned.

Section 7 Full-time employees who are required to work more than two (2) hours in any workday in excess of their normal hours will receive a \$6.50 meal allowance.

Section 8 The terms "regular rate" and "hours worked," as used in this Agreement, shall have the

meanings ascribed to them under the Fair Labor Standards Act, 29 U.S.C. & 201 et seq., and pertinent regulations promulgated thereunder.

Section 9 Except as stated in Section 2(a) of this Article, there will be a fifteen (15) minute rest period, scheduled in consultation with the department head, for each three and one-half (3-1/2) hours of work.

## ARTICLE XX - HOLIDAYS

Section 1 (a) Full-time employees will receive the following holidays, paid for at their regular rate, during each year of this Agreement:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	9/11 Remembrance Day*
President's Day*	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
New Year's Eve	Christmas Day

\* University does not close; see Sections 3 & 4, below.

(b) If any of the holidays listed above in subsection (a) is celebrated by the University on a regularly scheduled day of work for any permanent part-time employee covered by this Agreement, such employee will receive the holiday and will be compensated at his/her regular rate for all regularly scheduled hours.

(c) Permanent part-time employees who are not scheduled to work on a day that any of the holidays listed above is celebrated by the University will receive time off (calculated in the manner described in the following sentence) scheduled within thirty (30) calendar days thereafter, paid for at the employee's regular rate of pay. Paid time off under this subsection is calculated by dividing the number of hours that the permanent part-time employee is regularly scheduled to work each week, by 35 (the number of hours in a full-time employee's normal workweek), and then multiplying the quotient by 7 (the number of hours in a full-time employee's normal workday).

Section 2 If a holiday falls on a Saturday, it will be celebrated on the preceding Friday; if it falls on a Sunday, it will be celebrated on the following Monday.

Section 3 Subject to the needs of the department and the approval of the employee's supervisor, on President's Day and 9/11 Remembrance Day, employees entitled to be paid for the holiday may elect either to take the holiday or work and take a day in lieu thereof. Whenever possible, preferences will be granted based upon seniority.

Section 4 Employees entitled to paid holidays under this Agreement who work on any of the days listed in Section 1, above, other than President's Day and 9/11 Remembrance Day, will receive two (2) times his/her regular rate for all hours worked on the holiday, in addition to holiday pay.



## ARTICLE XXI - VACATIONS

Section 1 Full-time employees employed on or before August 31, 2010, will receive annual vacation time in accordance with the following schedule:

<u>Seniority (as of September 1)</u>	<u>Vacation Entitlement</u>
Less than 3 years	15 days earned at 1 1/4 days per completed month
3 years but less than 10 years	22 days
10 years but less than 15 years	24 days
15 years or more	25 days

Full-time employees employed on or after September 1, 2010, will receive annual vacation time in accordance with the following schedule:

<u>Seniority (as of September 1)</u>	<u>Vacation Entitlement</u>
Less than 3 years	15 days earned at 1 1/4 days per completed month
3 years or more	20 days

Section 2 Permanent part-time employees will receive vacation time, subject to all the same conditions, requirements, and limitations applicable to full-time employees, pro-rated on the basis of their regularly scheduled hours of work and date of hire. Vacation entitlement of a permanent part-time employee is calculated by dividing the number of days that such employee is regularly scheduled to work each week, by 5 (the number of days in a full-time employee's normal workweek), and then multiplying the quotient by the number of vacation days to which a full-time employee with equal seniority would be entitled pursuant to Section 1, above.

Section 3 If a holiday is celebrated by the University during an employee's scheduled vacation, he/she will be credited with an additional vacation day.

Section 4 The "vacation year" is September 1 through August 31. Vacation time earned during the vacation year must be used by August 31 of the same vacation year in which it is earned.

If, however, an employee has scheduled her/his vacation time and due to business reasons is required by the University to work during that scheduled time, and is unable to complete her/his vacation entitlement before August 31, the employee, with prior approval of the Office of Human Resources and her/his Department Head, may take the vacation after August 31, provided that at the latest, it is completed by September 30.

Section 5 The parties acknowledge that vacation time is for the purpose of rest and relaxation. Under no circumstances may any employee (other than employees assigned to work a nine (9) or ten (10) month schedule) elect to work and receive pay in lieu of taking vacation time.

Section 6 Upon termination of employment, an employee will be paid (at his/her regular rate of pay) for all vacation time earned to that point in the vacation year (calculated by dividing the

number of weeks of the vacation year that have passed, by 52, and then multiplying the quotient by the number of vacation days to which the employee would be entitled pursuant to Sections 1 or 2, above) less any vacation time that already has been used. If vacation time used exceeds vacation time earned, the difference shall be deemed advanced wages and deducted from the employee's final paycheck. Notwithstanding anything to the contrary stated above, employees who resign will be entitled to be paid for accrued and unused vacation time only if at least two (2) weeks' prior written notice of the resignation date is given to the University.

Section 7 Whenever an employee is on short term disability, he/she shall receive benefits pursuant to the University's Family and Medical Leave Act Policy. In accordance with that policy, in addition to the ½ day's pay received under the short term disability, the employee shall receive any available additional ½ day's pay coming first out of available sick leave, then out of available personal leave, and finally out of available accrued vacation leave. When vacation leave is utilized, and solely for purposes of this disability/FMLA purpose, it must be utilized on the following basis: the employee for this purpose will be deemed to earn ½ of his/her vacation time on the first day of the vacation year, and the second ½ will be deemed earned commencing after six months of the vacation year on a per month basis and the employee will only be able to use that much of the vacation benefits which he/she has earned to that point in the vacation year.

Section 8 Preference in the selection of vacation periods will be granted based upon seniority, subject to the needs of the department and the prior approval of the employee's supervisor, which shall not be unreasonably denied.

Section 9 Employees are not eligible to take vacation time prior to completion of the probationary period without written approval of the supervisor.

## ARTICLE XXII - SICK DAYS

Section 1 Sick days are a benefit to be accumulated and not used except in cases of actual illness.

Section 2 In addition to all other requirements and limitations stated herein, payment of sick days shall be conditioned, except in emergencies, upon the employee promptly notifying his/her immediate supervisor or department head, or, if unavailable, the University's Human Resources Department.

Section 3 (a) Full-time employees with one (1) or more years of employment at the beginning of the contract year will be credited at that time with ten (10) sick days for that year. Full-time employees with less than one (1) year of employment at the beginning of any contract year will accrue sick days, until the anniversary date of their employment, at the rate of one (1) day for each completed month of employment, to a maximum of ten (10) days during the contract year; upon completion of their first year of employment, such employees will be credited at that time with ten (10) sick days, less the number of days that they have already accrued and/or used.

(b) Permanent part-time employees with one (1) or more years of employment at the beginning of the contract year will be credited at that time with five (5) sick days for that year. Permanent part-time employees with less than one year of employment at the beginning of any contract year will

accrue sick days, until the anniversary date of their employment, at the rate of one-half (1/2) day for each completed month of employment, to a maximum of five (5) days during the contract year; upon completion of their first year of employment, such employees will be credited at that time with five (5) sick days, less the number of days that they have already accrued and/or used.

(c) Employees with less than one (1) year of employment who are accruing sick days pursuant to subsections (a) and (b), above, may apply to the Designated Human Resources representative for an advance of a maximum of two (2) sick days. For good cause shown, such applications will be granted; however, the Designated Human Resources representative may require the employee to produce proof of illness. In the event that an employee's employment terminates for any reason prior to accruing any advanced sick days, payment of such days shall be deducted from the employee's final paycheck.

(d) Employees are eligible to take sick days prior to the completion of the probationary period.

Section 4 Sick days may be carried over beyond the contract year.

The maximum sick day carryover for full-time employees shall be as follows :

thirty-four (34) days which shall be the maximum number of sick days a full-time employee may receive during each contract year. Subject to the same conditions and limitations above stated, permanent part-time employees may carry over up to seventeen (17) days which shall be the maximum number of sick days a permanent part-time employee may receive during each contract year. In no event, however, shall any full-time or permanent part-time employee receive more than the maximum for the contract year.

Section 5 An employee who has exhausted his/her accumulated sick days at any time during the contract year may elect to take vacation and/or personal days, if any, or a leave of absence without pay (which leave shall be subject to all applicable provisions of this Agreement).

Section 6 Under no circumstances is an employee entitled to payment in any amount for unused accrued sick days remaining at the end of the contract year, upon termination of employment, or at any other time.

Section 7 The University will require proof of illness after an absence of five (5) or more consecutive workdays, or where a pattern of absence suggesting abuse may appear to exist.

#### ARTICLE XXIII - PERSONAL DAYS

Section 1 At the beginning of each contract year, non-probationary employees will be credited with four (4) personal days. Employees who begin employment during the contract year will be credited, upon satisfactory completion of their probationary period, with one (1) personal day for each full quarter then remaining in the contract year after their date of employment. (For purposes of this section, the contract quarter during which the employee begins employment shall be deemed a "full quarter then remaining in the contract year" if the employee begins employment prior to its midpoint.)

Section 2 Except in the event of an emergency, personal days shall be requested and approved in writing and scheduled in advance. The scheduling of all personal days is subject to the needs

of the department and the prior approval of the employee's supervisor, which shall not be unreasonably denied.

Section 3 Except as expressly provided below, personal days must be taken during the contract year. Such days are paid at the employee's regular rate of pay for regularly scheduled hours only. Payment will not be made to any employee in lieu of time off or for unused personal days remaining at the end of the contract year or upon termination of employment. However, with the approval of the Designated Human Resources representative or her designee, which shall not be unreasonably denied, an employee may carry over up to four (4) personal days remaining at the end of the contract year, if the employee was denied permission to take such days by his/her supervisor.

#### ARTICLE XXIV - LEAVES OF ABSENCE

For purposes of Section 1 (Disability) and Section 2 (Child Care), Adelphi will designate any short-term disability leave and/or childcare leave as Family & Medical Leave, and the length of the leave will be counted towards the 12 weeks of FMLA leave that the eligible employee is entitled to in accordance with Adelphi's FMLA Policy.

For purposes of Section 1 (Disability), as of the sixth consecutive day out, the University will begin paying the employee ½ disability pay and supplement the pay with any available sick, available personal time and any accrued vacation time that the employee may have remaining. Once the time is exhausted, the employee will receive ½ of his/her salary as disability pay for the remainder of the short-term disability period.

Section 1 (Disability) A non-probationary employee will be granted an unpaid leave of absence for disability certified by a licensed physician (including disability resulting from pregnancy), which shall not exceed the lesser of the employee's length of continuous employment by the University or six months . During such leave of absence the employee will retain and accumulate seniority.

Section 2 (Child Care) Upon conclusion of a leave of absence caused by pregnancy or consummation of an adoption recognized under the laws of New York State, an employee who has been continuously employed by the University for at least one (1) year will be granted an unpaid leave of absence of up to six (6) months for the specific purpose of caring for a newborn or infant child (natural or adopted) for whom the employee is legally responsible. During such leave of absence, the employee will retain but not accumulate seniority.

Section 3 (Personal) For compelling personal reasons, an employee who has been continuously employed by the University for at least one (1) year may apply for one (1) unpaid leave of absence that shall not exceed six (6) months in a two (2) year period. Any such leave shall be subject to the needs of the University and the approval of the Designated Human Resources representative, or the Director's designee. During such leave of absence the employee will retain but not accumulate seniority.

Section 4 (Union Business) During the term of this Agreement, the Union may designate one (1) employee per contract year who will be granted an unpaid leave of absence not to exceed six (6) months for the purpose of performing service to the Union. The Union will provide the University

with at least two (2) weeks' notice of its designation(s). During such leave of absence the employee will retain and accumulate seniority. Only employees with at least one (1) year of continuous employment by the University may be designated by the Union.

Section 5 (Military Duty) An unpaid leave of absence for military duty will be granted by the University in accordance with applicable law.

Section 6 Applications for any unpaid leave of absence must be written and state both the specific reason for and the expected duration of such leave. Applications shall be made to the employee's immediate supervisor or Department Head, with a copy to the University's Designated Human Resources representative. In order for a leave to be considered approved, both the department supervisor and the Office of Human Resources must approve the request.

Section 7 An employee on any unpaid leave of absence approved by the University may continue, at his/her own expense, coverage under the University's basic hospitalization, medical and surgical, major medical and group life insurance policies, at the group rates, as provided by law and subject to all terms and conditions stated in the applicable insurance policies. No additional or other benefits shall accrue during any unpaid leave of absence.

Section 8 It is the employee's obligation to maintain contact with the University during any leave of absence. No later than ten (10) working days prior to the employee's expected date of return to work, the employee must contact the University's Designated Human Resources representative or his/her designee to either confirm his/her return date and make arrangements for resuming his/her duties in an orderly manner, or to apply for a discretionary extension of the leave of absence.

Section 9 (a) Except as otherwise provided below, upon return to work following any authorized leave of absence, an employee will be reinstated to his/her former position of employment, unless it has been eliminated (in which event the employee may exercise his/her rights, if any, under the layoff/recall provisions of this Agreement).

(b) Notwithstanding the foregoing, in the case of a leave of absence for disability that extends longer than six (6) months, the University may satisfy its obligations under this section by reinstating the employee to either his/her former position or to an equivalent one. In the event that such employee's former position has been eliminated or filled and no equivalent position is available, the employee may exercise his/her rights, if any, under the layoff/recall provisions of this Agreement.

Section 10 (a) An employee hired on a temporary basis to replace another employee who has taken an unpaid leave of absence pursuant to this Agreement will be terminated from that position when the other employee returns to work. None of the provisions of this Agreement relating to discharge, layoff, or recall shall apply to such terminations. Nor shall the employee so terminated have any rights or recourse under the grievance procedure described herein.

(b) In the event that an employee on leave of absence does not return to work, and the University elects to fill such employee's position with a full-time or permanent part-time employee, the vacancy will be posted in accordance with the applicable provisions of this Agreement, and any

temporary employee who replaced the employee on leave of absence shall be precluded from applying therefore until first consideration has been given to qualified eligible applicants from within the bargaining unit.

Section 11 The University's Family Medical Leave Act Policy, in effect February 6, 1994, shall remain in effect.

#### ARTICLE XXV - JURY DUTY PAY

Section 1 An employee summoned to appear as a juror in any court of law will be paid the regular rate of pay that the employee would have received for working his/her regularly scheduled hours.

Section 2 An employee who receives a summons to appear as a juror shall advise his/her immediate supervisor and the Designated Human Resources representative immediately. The employee will cooperate with the University's efforts to obtain deferments of jury service when the needs of the University require.

Section 3 Upon completion of the employee's service as a juror, the employee shall report to work on his/her next scheduled work day, unless the employee is serving on a jury in Nassau County and is excused prior to 12:00 o'clock, in which case the employee shall return to work that day.

Section 4 Employees are responsible for furnishing the University with proof of jury service as a condition of receiving jury duty pay.

#### ARTICLE XXVI - BEREAVEMENT PAY

Section 1 In the case of a death in an employee's immediate family, including parents, grandparents, in-laws (mother, father, sister, brother, son or daughter), spouse, child, grandchild or sibling, the employee shall be granted five (5) working days off, with pay, starting no later than the first working day following the date of death.

Section 2 In the case of the death of an employee's aunt, uncle, niece or nephew, an employee shall be granted one (1) day off with pay.

#### ARTICLE XXVII - INCLEMENT WEATHER AND ENERGY DAYS

Section 1 Except as otherwise provided below, in the event that the University officially closes due to inclement weather, employees who are scheduled to work will not be required to report for duty and will be paid for all regularly scheduled hours on the day of closing at their regular rate of pay.

Section 2 (a) In the event that the University officially closes due to inclement weather after the start of the normal work day, employees who have already reported to work will be excused from further duty (unless they agree, upon their supervisor's request, to remain at work), and will be

paid at their regular rate of pay for all remaining scheduled hours on the day of closing.

(b) Employees who have not reported to work prior to the official closing of the University will be paid at their regular rate only for those hours remaining in their scheduled day after the University closes, except that employees who have taken a vacation day, or a personal day shall not be entitled to any pay pursuant to this article.

(c) If an employee calls in sick on a day that the University is officially closed due to inclement weather, the employee will be charged a sick day only for that portion of his/her regularly scheduled day that the University is open, provided, however, that the day of closing is the first day of reported illness.

Section 3 Employees who agree, upon their supervisor's request, to work despite the official closing of the University will be paid at the rate of one-and-one-half (1 1/2) times their regular rate of pay for all hours worked after the University officially closes. In addition, such employees will receive equivalent compensatory time off taken during the same workweek.

Section 4 The days between Christmas and New Year's day shall be considered "Energy Days" and all employees shall have these days off with pay. However, in the event of operational requirements during this period which require the services of administrative, confidential, secretarial, clerical and technical staff, the University must notify the Union in writing 60 days prior to December 1, and affected members of the bargaining unit will be required to report to work as usual.

#### ARTICLE XXVIII - CREDIT UNION

During the term of this Agreement, the employees covered hereby will be entitled to participate in the Nassau Educators Federal Credit Union, on the same terms and conditions and subject to the same restrictions and limitations as all other employees of the University.

#### ARTICLE XXIX - UNIVERSITY SERVICES

During the term of this Agreement, the employees covered hereby will be granted access to University Services on the same terms and conditions and subject to the same restrictions and limitations as all other employees of the University.

#### ARTICLE XXX - RETIREMENT

Section 1 Employees 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, 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.

Section 2 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.

Section 3 After two years of employment at the University, full-time and permanent part-time employees covered under this agreement participating in the retirement plan shall be eligible to receive University matching contributions on their regular rate of pay as follows:

<u>Years Receiving University Contributions*</u>	<u>Minimum Employee Contribution</u>	<u>University Contribution</u>
First 2 years	4.5%	7.5%
Years 3 to 6	3.5%	8.5%
Years 7 to 20	2.5%	9.5%
Years greater than 20	3.5%	11.5%

\* calculated on a full month basis

The Employer agrees to take reasonable steps to educate employees as to the benefits of participation in the Plan.

Auto Enrollment: Notwithstanding the above, and solely for employees hired on or after January 1, 2014 who do not otherwise instruct during the first 60 days of employment, (the employees opt out period) such employees (effective with the first of the month following 60 days from the date of employment if hire date is not the first of the month) will be automatically enrolled in the 403(b) Plan at a first year contribution rate of 1% of his/her base pay. Subject to each employees' continuing right to prospectively instruct otherwise, such employee's contribution rate will be increased in each of the three years thereafter by 1% on the anniversary date of the employee's enrollment in the Plan (i.e., to 4% effective with the commencement of the employee's fourth year of Plan participation). Effective with the commencement of the employee's fifth year of Plan participation, and subject to the employee's continuing right to prospectively instruct otherwise, the employee's contribution rate shall be increased to 4.5%.

#### Section 4

##### The Local 153 Pension Plan

The parties acknowledge that Adelphi University withdrew from the Local 153 Pension Fund on August 31, 2011, resulting in a withdrawal liability. As of September, 2013, Adelphi University and Local 153 Pension Fund agreed to the following payment installments (per a certain "Withdrawal Liability Settlement Agreement" dated September 16, 2013 between Adelphi and the Local 153 Pension Fund).

Adelphi will make the following payments to the Local 153 Pension Fund: a lump sum payment of \$1,553,373.30; 6 quarterly payments of \$46,626.75 (on or about November 1, 2013, Feb. 1, 2014, May 1, 2014, August 1, 2014, November 1, 2014 and February 1, 2015, respectively);



and a final payment of \$30,278.65, or \$1,863,412.45 in total, in complete satisfaction of the remaining withdrawal liability.

The parties further agree that, commencing with the first paycheck following the final withdrawal liability payment, current Local 153 employees who had been employed at Adelphi University as Local 153 employees as of August 31, 2011 and who remained Adelphi Local 153 employees through to the time of the final withdrawal liability payment will receive an increase to their base pay of \$23.00 per week (the equivalent of an increase of \$1,196.00 to annual base pay). This \$1,196.00 increase to annual base pay will take place on or about February 1, 2015.

## ARTICLE XXXI - HEALTH AND WELFARE

### HEALTH INSURANCE

Section 1 (a) Full-time and permanent part-time employees will continue to be eligible to enroll in the University's health insurance plans. A brief summary is outlined below.

Detailed information is provided in the plan publication and documents which define plan benefits, deductibles and co-insurance are paid for by the participants.

PLAN	DEDUCTIBLE	CO-INSURANCE PER PERSON
Preferred Provider Organization (PPO) High Option  In Network	\$500/person/yr. \$1,000/family/yr.	\$25 office visit/service; \$35 specialty visit/service; \$10/1 <sup>st</sup> tier, \$30/2 <sup>nd</sup> tier, \$50/3 <sup>rd</sup> tier prescriptions  20% coinsurance up to limit of \$2,800/individual/yr. & \$6,000/family/yr
Out of Network	\$2,250/person/yr. \$4,500/family/yr.	30% coinsurance up to limit of \$3,000/individual/yr. & \$7,500/family/yr
Preferred Provider Organization (PPO) Standard Option  In Network	\$350/person/yr. \$700/family/yr.	\$25 office visit/service; \$35 specialist \$10/1 <sup>st</sup> tier, \$30/2 <sup>nd</sup> tier, \$50/3 <sup>rd</sup> tier prescriptions  20% coinsurance up to limit of \$2,800/individual/yr. & \$6,000/family/yr.
Out of Network	\$1,500/person/yr. \$3,000/family/yr.	30% coinsurance up to limit of \$7,500/individual/yr. &

		\$18,750/family/yr.
HMO In Network Only	None	\$10 office visit/service, \$10/1 <sup>st</sup> tier, \$25/2 <sup>nd</sup> tier, \$50/3 <sup>rd</sup> tier prescription

Deductible amounts will change in 2019, 2020 and 2021. See medical plan appendix for details. If Adelphi enters into a contract, agreement, or plan with another department or bargaining unit (other than Local 1102) 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. For 2022, the health plan for bargaining unit members shall be the same health plan as is offered to other bargaining units at Adelphi (other than Local 1102), with the same co-pays, contributions, benefits, etc.

1. The terms and conditions of the plans are provided in the plan documents available on our intranet site. <https://portal.adelphi.edu/group/hr/benefits> or, upon request from the employee, a hard copy will be provided.

(b) Full-time employees who enroll in any of the University's health insurance plans shall contribute toward the payment of premiums charged for such coverage, through periodic payroll deductions in accordance with the following schedule:

Effective September 1, 2010, the University shall make the following annual contributions for health (medical) coverage for full-time Local 153 members who elect one of the following plans:

<u>Percentage (%) Contribution</u>		<u>Plan</u>
<u>Adelphi</u>	<u>Employee</u>	
65%	35%	HIGH OPT - IND & FAMILY
75%	25%	STD OPT - IND
70%	30%	STD OPT - FAMILY
75%	25%	HMO IND
75%	25%	HMO - FAMILY

The University and Local 153 members will share all premium increases in the same proportion as in the contributions above.

Health Reimbursement Account – for full-time members who are enrolled in any of the self insured medical plans

\$350 Individual  
\$700 Family

A Health Reimbursement Account (HRA) is an arrangement funded solely by the employer. Amounts in the HRA can be used for qualified expenses. Balances in the HRA can be carried forward for a maximum of two (2) years. Rollover amounts would be capped at two times (2x) the

annual Adelphi contribution. Details of the HRA are described in the HRA Summary Plan Document (SPD).

(c) Permanent part-time employees who wish to enroll in any of the University's health insurance plans may do so at their own expense.

(d) Health Care Spending Account - The University shall offer each full-time Local 153 member the option to participate in and make contributions to a Healthcare Spending account program subject to the terms and conditions of the program. The cost of administering the program shall be borne fully by the University.

(e) Full-time employees will be eligible to participate in the University's dental and vision benefit programs as of October 1, 2010 subject to the terms and conditions of the Plan Provisions and at no cost to the University.

## LIFE INSURANCE

### Section 2

#### Non-Contributory Life Insurance

The University shall continue to pay 100% of the Life Insurance Premium for a policy of \$10,000 for full-time Local 153 members.

Effective October 1, 2010, the University shall pay 100% of the Life Insurance Premium for a policy of \$10,000 for permanent part-time members of the bargaining unit who have five (5) or more years of service with the University.

#### Contributory (Supplemental) Life Insurance:

Contributory Life Insurance coverage in the amount of one, (1), one and one-half (1 1/2), two (2), two and one-half (2 1/2), and three (3) times base annual salary to a maximum coverage of \$300,000 shall be available to full-time Local 153 members. The premiums for contributory life insurance (including any increases in premiums) shall be based upon the age of the Local 153 member and shall be borne fully by the Local 153 member. The rates will be published during the Annual Enrollment Period.

There are two (2) members who are "grandfathered" for contributory life insurance as follows. The employee premium for contributory life insurance will not exceed .50 per \$1,000 per month as long as the employee continues their contributory life insurance at two times (2) base annual salary.

#### Accidental Death and Dismemberment (AD&D) Insurance:

AD&D Insurance coverage shall be available to full-time Local 153 members who elect Contributory Life insurance, in an amount equal to the amount of contributory life insurance elected. The premiums (including any increases in premiums) shall be borne fully by the Local 153 member.

### Dependent Life Insurance:

Dependent life insurance, in the amount of \$5,000 for spouse and \$1,000 for each eligible dependent child, shall be available to full-time Local 153 members who elect contributory life insurance. The premiums (including any increases in premiums) shall be borne fully by the Local 153 member.

### Disability Insurance

#### Section 3

(a) Full-time Local 153 members may elect one (1) of two (2) Long Term Disability (LTD) 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 Local 153 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 Local 153 member, which under current law, will make any resulting benefit non-taxable to the Local 153 member.

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

(b) The University will provide short-term disability benefits for employees covered by this Agreement in accordance with applicable law.

### Accident Insurance

Section 4 The University shall pay the full premium for \$200,000 of travel and accident insurance coverage for each Local 153 member while traveling on approved University business.

Section 5 Participation in any of the health and welfare plans referred to above is expressly conditioned upon the employee/ participant's compliance with all existing requirements and conditions of participation imposed by the University and/or the provider, including, but not limited to, requirements and conditions applicable to employee eligibility and contributions.

Section 6 The University will provide written notice of, but shall not be required to bargain with respect to, changes in any of the health and welfare plans referred to above that are required by law, as well as changes that are applicable to all University employees covered by the plans and

which 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 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 attempt to continue insurance coverage under the original or an alternative plan, if any, with the current or an 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 upon request.

Section 7 The University will continue to make health insurance coverage available on the basis in effect on the ratification date of this Agreement, to full-time members of the bargaining unit who retire from the University with ten (10) or more years of service and are age 55 or more. It is expressly understood, however, that the University may terminate and/or modify in any manner the coverage; and it is further understood that retirees who elect such health insurance coverage shall themselves pay the entire premium cost.

Section 8 The University agrees that computer terminals will be adequately shielded and that employees working at such terminals will be provided with suitable and comfortable chairs.

## ARTICLE XXXII - TUITION REMISSION

Section 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/domestic partner 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.

Section 2 Permanent 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 permanent part-time employee may register for one (1) undergraduate or one (1) graduate course each semester, subject to the same terms, conditions and limitations as the employee.

Section 3 Effective September 1, 2010, dependent children of full-time employees 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. The employee and/or his/her dependent child/student shall be responsible for payment of all fees charged by the University.

Section 4 Effective September 1, 2010, dependent children of permanent part-time employees 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 Section 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 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.

Section 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 five (5) years prior to their death, retirement, or disability, are entitled to the same benefits under this article as are provided in Section 3, above, for the dependent children of full-time employees.

Section 6 Benefits provided under this article for dependent children enrolled as full-time 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.

Section 7 Employees may only register for courses scheduled outside their normal working hours.

Section 8 Tuition remission for study abroad covers: Any Adelphi faculty-led study abroad which occurs in Intercession when the student is registered for an Adelphi course; Study Abroad at Exchange Program schools in the fall and spring semesters.

#### Section 9

Beginning in the fall, 2015 semester, in order for an employee's dependent child who is age 24 or older to prove dependency for tuition remission purposes:

- 1) The child must not have a Bachelor's degree,
- 2) The child must reside with one of the parents during all of the semester(s) they receive remission (unless they live on Adelphi's campus) and
- 3) The employee must provide proof that the child is being claimed on one of the parent's most recently filed tax returns.

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.

If the child of an employee is age 24 or older and is currently receiving tuition remission but cannot prove dependency and/or residency, they will not be eligible for remission as of the fall semester of 2016.

Tuition remission for study abroad does not cover: Study abroad or exchange programs which

occur during the summer sessions; Program fees; Study abroad programs at host institutions during any semester, study abroad during the fall and spring semester with provider institutions (non-exchange programs).

#### Section 10

If Adelphi enters into an agreement with another bargaining unit (other than Local 153) during the life of this agreement which offers more favorable tuition remission terms to the employee, those terms shall replace the terms agreed upon in this collective bargaining agreement.

### ARTICLE XXXIII - WAGES

Section 1 September increase - Effective September 1, 2017, members of the bargaining unit (full-time employees and permanent part-time employees whose salary is at or below the maximum rate of \$48,000 as of September 1) will receive the following increases in their annual salaries:

<u>Effective Date</u>	<u>Increase</u>
9/1/17	2.25% for employees with salary at or below \$48,000
9/1/18	2.50% for employees with salary at or below \$48,000
9/1/19	2.75% for employees with salary at or below \$48,000
9/1/20	2.75% for employees with salary at or below \$48,000
9/1/21	2.50% for employees with salary at or below \$48,000

Employees whose salary is above the maximum rate of \$48,000 as of August 31, 2017 will receive a \$1,000 flat amount added to their base salary on September 1 of each year of this Agreement.

#### Section 2 - March increase

For 2018 only, the March increase pursuant to this section will be \$13.75/week (or part thereof to bring the employee's salary up to but not exceeding top salary). For 2019 only, the March increase pursuant to this section will be \$10.25 per week (or part thereof to bring the employee's salary up to but not exceeding top salary). Thereafter the amount of the March increase shall revert to \$6.25 per week (or part thereof to bring the employee's salary up to but not exceeding top salary); permanent part-time employees will receive a weekly salary increase prorated on the basis of their regularly scheduled hours provided their salary does not exceed the maximum rate stated below.

Employees hired before September 1 of the prior year will be eligible for the March 1 increase if they meet the requirements stated below.

3/1/14 and thereafter - \$44,130 except as noted above.

Employees whose salaries are between \$44,130 and \$48,000 as of August 31, 2017, will receive an increase of \$7.50 per week in March 2018 and an increase of \$4.00 per week in March 2019 only.

### Section 3 – Grade 7 & 8

Effective 8/31/17, any current employees who are in a grade 7 position will retain that grade as long as they remain in said position.

Effective September 1, 2017, reclassification of positions to grade 7 or grade 8 will follow the procedure as outlined in Appendix B.

Section 4 The University agrees to increase the minimum annual salaries by the percentage increases in Section 1 above, and to create maximum salaries ("top salary step"), and such minimum and maximum salaries of all employees in Grades 2/3 through 8 shall be increased by the base wage percentage increase (per Art. XXXIII, Section 1).

<u>Effective Date</u>			
<u>Grade</u>	<u>9/1/17</u>	<u>9/1/18</u>	<u>9/1/19</u>
2/3	\$32,132 - \$54,027	\$32,935 - \$55,378	\$33,841 - \$56,901
4	\$33,252 - \$55,543	\$34,083 - \$56,932	\$35,020 - \$58,498
5	\$34,374 - \$57,053	\$35,233 - \$58,479	\$36,202 - \$60,087
6	\$35,500 - \$58,583	\$36,388 - \$60,048	\$37,389 - \$61,699
7	\$37,545 - \$60,628	\$38,484 - \$62,144	\$39,542 - \$63,853
8	\$39,545 - \$62,628	\$40,534 - \$64,194	\$41,649 - \$65,959

  

<u>Grade</u>	<u>9/1/20</u>	<u>9/1/21</u>
2/3	\$34,772 - \$58,466	\$35,641 - \$59,928
4	\$35,983 - \$60,107	\$36,973 - \$61,760
5	\$37,198 - \$61,739	\$38,128 - \$63,282
6	\$38,417 - \$63,396	\$39,473 - \$64,981
7	\$40,629 - \$65,609	\$41,746 - \$67,249
8	\$42,794 - \$67,773	\$43,864 - \$69,467

Section 5 For security and identification reasons, the University will provide 3 summer and 3 winter T-shirts with the Adelphi logo to each mail room employee.



#### ARTICLE XXXIV - PAY DAY AND DIRECT DEPOSIT

All employees covered by this Agreement will be paid, by direct deposit, every other Friday. If a normal payday falls on a holiday celebrated by the University, employees will be paid on the last workday prior to such holiday.

#### ARTICLE XXXV - PARKING

The University will continue to make parking facilities available to employees covered by this Agreement on the same terms and conditions and subject to the same restrictions and limitations as all other employees of the University (other than University personnel with special parking privileges), provided, however, that before the University charges employees covered by this Agreement a fee for issuance of a parking permit, it will notify the Union and, upon request, discuss such fee.

#### ARTICLE XXXVI - GRANT EMPLOYEES - BENEFITS

Employees hired as the result of a Grant shall be entitled to benefits, including, but not limited to, health and welfare and tuition remission, only to the extent provided for in the grant.

#### ARTICLE XXXVII - PERFORMANCE EVALUATIONS

The University and the Union share a belief that the purposes of the performance evaluation system include the following: to clarify both management's goals for the position and the employee's goals; to monitor the employee's achievements and any areas of needed improvement; to facilitate communication between supervisors and employees about the employee's job duties and establish a framework for open, constructive feedback; and to encourage and develop plans for employee development and growth. This statement shall not be grievable.

Performance Evaluations for each employee shall be submitted each year beginning in 2018 using a standard University evaluation form which is completed and acknowledged online and submitted according to the timeline for non-union employees.

Employees shall be evaluated by their appropriate administrator/supervisor. Employees shall be given advance notice prior to the evaluation meeting. If a performance review meeting becomes disciplinary in nature in the employee's judgment, the employee shall have the right to adjourn the meeting and reschedule it with a union steward and Office of Human Resources representative present.

At the time of such evaluation, the employee's specific job description, job duties and performance, and performance evaluation standards, shall be reviewed by both the employee

and the supervisor to discuss the employee's performance for the past year and expectations for the upcoming year.

Each employee has the right to submit written comments separately regarding the performance evaluation which will be filed with the evaluation. The employee's signature on the performance evaluation form signifies that the performance evaluation has been reviewed with the employee, but does not signify that the employee agrees with the evaluation. The employee shall be provided access to the completed electronic performance evaluation.

The performance evaluation shall be placed in the employee's official personnel file. Evaluations will not be submitted or used in any disciplinary action. Employees have the right to review their official personnel files upon request per Article IX.

#### ARTICLE XXXVIII - SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### ARTICLE XXXIX - ADDITIONAL POSITIONS

The position of Executive Assistant at the Manhattan campus shall be added to the bargaining unit at such time as the position is vacant and filled by another employee. The position of Shelver in the library on the Garden City campus shall be added to the bargaining unit at such time as the position is vacant and filled by another employee.

#### ARTICLE XL - DURATION AND RENEWAL

Except as otherwise provided herein, this Agreement shall remain in full force and effect from September 1, 2017 through August 31, 2022 and shall continue in effect from year to year thereafter unless either party gives written notice not less than sixty (60) calendar days prior to any expiration date of its desire to terminate or modify such agreement.

IN WITNESS WHEREOF, the parties have set their hands this 28<sup>th</sup> day of November, 2017.

ADELPHI UNIVERSITY

Local 153, OPEIU, AFL-CIO

Christine M. Riordan  
Christine M. Riordan

Lisa S. Araujo  
Lisa S. Araujo

Jane Fisher  
Jane Fisher

Anthony Maldonado  
Anthony Maldonado

Lori Letzler  
Lori Letzler

Nick Galipeau  
Nick Galipeau

Rosemary Bradshaw  
Rosemary Bradshaw

Michael Chavis  
Michael Chavis

Gina McGovern  
Gina McGovern

# APPENDIX A

Plan Design 2017		Standard		High		Emblem Health	
Out of Pocket Cost Share		In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)		\$350/\$700	\$1,500/\$3,000	\$500/\$1,000	\$2,250/\$4,500	None	No OON
Out-of-Pocket Maximum (S/F)		\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$6,600/\$13,200	No OON
<b>Physician Services</b>							
PCP Copay		\$25 per visit	70% covered	\$25 per visit	70% covered	\$10 per visit	No OON
Specialist Copay		\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Hospital Services</b>							
Inpatient Copay		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per admit	No OON
Inpatient Coinsurance			70% covered		70% covered	100% covered	No OON
Emergency Room Copay		\$100 (wia)		\$100 (wia)		\$75 (wia)	
Urgent Care		\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Outpatient Services</b>							
Outpatient Surgery		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per procedure	No OON
Outpatient Services w/o Copay		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	100% covered	No OO
<b>Prescription Drugs</b>							
Retail Copays		\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays		2X Retail	Not covered	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>							
Health Reimbursement Account		\$350/\$700		\$350/\$700		None	

Plan Design 2018		Standard		High		Emblem Health	
Out of Pocket Cost Share		In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)		\$350/\$700	\$1,500/\$3,000	\$500/\$1,000	\$2,250/\$4,500	None	No OON
Out-of-Pocket Maximum (S/F)		\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$6,600/\$13,200	No OON
<b>Physician Services</b>							
PCP Copay		\$25 per visit	70% covered	\$25 per visit	70% covered	\$10 per visit	No OON
Specialist Copay		\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Hospital Services</b>							
Inpatient Copay		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per admit	No OON
Inpatient Coinsurance			70% covered		70% covered	100% covered	No OON
Emergency Room Copay			\$100 (wia)		\$100 (wia)	\$75 (wia)	
Urgent Care		\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Outpatient Services</b>							
Outpatient Surgery		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per procedure	No OON
Outpatient Services w/o Copay		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	100% covered	No OO
<b>Prescription Drugs</b>							
Retail Copays		\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays		2X Retail	Not covered	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>							
Health Reimbursement Account		\$350/\$700		\$350/\$700		None	

Plan Design 2019		Standard		High		Emblem Health	
Out of Pocket Cost Share		In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)		\$400/\$800	\$1,500/\$3,000	\$550/\$1,100	\$2,250/\$4,500	None	No OON
Out-of-Pocket Maximum (S/F)		\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$6,600/\$13,200	No OON
<b>Physician Services</b>							
PCP Copay		\$25 per visit	70% covered	\$25 per visit	70% covered	\$10 per visit	No OON
Specialist Copay		\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Hospital Services</b>							
Inpatient Copay		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per admit	No OON
Inpatient Coinsurance			70% covered		70% covered	100% covered	No OON
Emergency Room Copay			\$100 (wia)		\$100 (wia)	\$75 (wia)	
Urgent Care		\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Outpatient Services</b>							
Outpatient Surgery		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per procedure	No OON
Outpatient Services w/o Copay		80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	100% covered	No OO
<b>Prescription Drugs</b>							
Retail Copays		\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays		2X Retail	Not covered	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>							
Health Reimbursement Account			\$350/\$700		\$350/\$700	None	

Plan Design 2020		Standard				High		Emblem Health	
Out of Pocket Cost Share		In		Out		In		Out	
Calendar Year Deductible (S/F)		\$450/\$900		\$1,500/\$3,000		\$600/\$1,200		\$2,250/\$4,500	
Out-of-Pocket Maximum (S/F)		\$2,800/\$6,000		\$7,500/\$18,750		\$2,800/\$6,000		\$3,000/\$7,500	
Physician Services									
PCP Copay		\$25 per visit		70% covered		\$25 per visit		70% covered	
Specialist Copay		\$35 per visit		70% covered		\$35 per visit		70% covered	
Hospital Services									
Inpatient Copay		80% Covered (subject to deductible)		70% covered		80% Covered (subject to deductible)		70% covered	
Inpatient Coinsurance				70% covered				70% covered	
Emergency Room Copay				\$100 (wia)				\$100 (wia)	
Urgent Care		\$35 per visit		70% covered		\$35 per visit		70% covered	
Outpatient Services									
Outpatient Surgery		80% Covered (subject to deductible)		70% covered		80% Covered (subject to deductible)		70% covered	
Outpatient Services w/o Copay		80% Covered (subject to deductible)		70% covered		80% Covered (subject to deductible)		70% covered	
Prescription Drugs									
Retail Copays		\$10/\$30/\$50		Not covered		\$10/\$30/\$50		Not covered	
Mail Order Copays		2X Retail		Not covered		2X Retail		Not covered	
Health Reimbursement Account									
Health Reimbursement Account		\$350/\$700				\$350/\$700		None	



Plan Design 2021			Standard		High		Emblem Health	
Out of Pocket Cost Share			In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)			\$500/\$1,000	\$1,500/\$3,000	\$650/\$1,300	\$2,250/\$4,500	None	No OON
Out-of-Pocket Maximum (S/F)			\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$6,600/\$13,200	No OON
<b>Physician Services</b>								
PCP Copay			\$25 per visit	70% covered	\$25 per visit	70% covered	\$10 per visit	No OON
Specialist Copay			\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Hospital Services</b>								
Inpatient Copay			80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per admit	No OON
Inpatient Coinsurance				70% covered		70% covered	100% covered	No OON
Emergency Room Copay			\$100 (wia)		\$100 (wia)		\$75 (wia)	
Urgent Care			\$35 per visit	70% covered	\$35 per visit	70% covered	\$20 per visit	No OON
<b>Outpatient Services</b>								
Outpatient Surgery			80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	\$100 per procedure	No OON
Outpatient Services w/o Copay			80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	100% covered	No OO
<b>Prescription Drugs</b>								
Retail Copays			\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	\$10/\$25/\$50	No OON
Mail Order Copays			2X Retail	Not covered	2X Retail	Not covered	\$20/\$50/\$100	No OON
<b>Health Reimbursement Account</b>								
Health Reimbursement Account			\$350/\$700		\$350/\$700		None	



## **APPENDIX B**

### **ADELPHI UNIVERSITY** **OPEIU LOCAL 153**

#### **PROCEDURES FOR RECLASSIFICATION** **ADMINISTRATIVE ASSISTANTS**

1. A Labor/Management Committee will be formed consisting of up to three (3) University representatives and up to three (3) Local 153 representatives for purposes of final approval of reclassification requests. All current grade 7 employees as of August 31, 2017 shall retain their grade 7 status.
2. The Committee shall meet once per year, in January, for the purpose of reviewing applications for reclassification of Local 153 positions. Deadlines for the receipt of reclassification applications will be publicized in advance and agreed upon by Union and Management.
3. Commencing in January 2018, the Committee shall meet to consider approving up to three (3) Local 153 members each year for reclassification to a higher grade level. Employees employed under a grant will only be eligible for reclassification if the grant includes sufficient funding for the reclassification.
4. Commencing in January 2022, either Adelphi or Local 153 may notify the other party of its intent to reopen and renegotiate the terms of this procedure, including but not limited to whether it should be continued in any form.
5. The University and Local 153 agree to develop a rubric for the evaluation process prior to the January 2018 reclassification meeting.

#### **Process for Reclassification Consideration**

- A job description for the position must exist for any position to be considered for reclassification. The job description must be approved by the union and Human Resources.
- The employee under consideration must not have received a verbal or written warning in the previous two (2) years.
- The employee under consideration must have received a satisfactory performance review in the previous review period. Performance Reviews will be waived only for the January 2018 consideration and will be required for subsequent years.
- The employee should initiate a discussion on the employee's potential for reclassification with their immediate supervisor prior to applying for reclassification by reviewing the compensable factors and grade level descriptions with the Supervisor.

- For the purposes of being considered for reclassification, candidates must meet the following minimum eligibility requirements:
  - a. For reclassification to Grade 7 (from Grade 6): candidates must be in their current position for at least three (3) years.
  - b. For reclassification to Grade 8 (from Grade 7): candidates must be in their current position for at least three (3) years.
  - c. Candidates may only apply to the next consecutive higher grade level.
- If the employee meets the above criteria and wishes to be considered for reclassification after these steps, a Reclassification Package is prepared by the employee containing the following documents:
  - Employee Statement: A "cover letter" from the employee to the Union Representatives, noting among other things, new and existing skills, increased responsibilities, and professional goals achieved. The employee should cite, for example, how their job has changed since they were hired, how the skills they brought to their position enabled them to contribute beyond a level normally expected of their current position, etc. It should include specific examples that support the employee's capabilities and responsibilities and also include any training/workshops the employee has attended on campus.
  - Job description: Approved by department head/supervisor
  - Most recent performance evaluation: Except for 2018 consideration.
- The Reclassification Package is then forwarded to the Chief Area Representative of the Union.
- A Union Committee will meet to consider all reclassification application packages submitted by the deadline and bring forward not more than ten (10) packages for reclassification to the Office of Human Resources.
- The Office of Human Resources will consult with the supervisors of the submitted employees to ensure their support for the reclassification and whether the position has the compensable factors for the applicable grade and meets the standards based on the grade level descriptions.
- The Labor/Management Committee will meet to review all pending Reclassification Packages. A rubric to be developed by the Labor/Management Committee shall be used as a scoring guide to evaluate the quality of a candidate's Reclassification Package.
- Reclassification shall be made on the basis of qualifications and seniority. In the event that two or more candidates have equal qualifications, the employee with the greatest seniority shall be selected. The decision of the Committee will be binding and non-grievable. If two or more applicants have the same date of hire, the determination of the employee to reclassify shall be determined by the month and day of birth, whichever is earlier.

- Pay ranges shall be amended as follows:
  - A reclassification to grade 7 (from grade 6) shall result in a \$2,000 increase to base pay.
  - A reclassification to grade 8 (from grade 7) shall result in a \$2,000 increase to base pay.
- The Salary Cap shall be amended as follows:
  - For Grade 6: the maximum salary rate shall remain at \$48,000.
  - For Grade 7: the maximum salary rate shall be increased to \$50,000.
  - For Grade 8: the maximum salary rate shall be increased to \$52,000.

## **APPENDIX C**

### **LOCAL 153**

#### **ADMINISTRATIVE ASSISTANT JOB FAMILY**

##### **GRADE LEVEL DESCRIPTIONS**

The Adelphi University Local 153 Administrative Assistant job family includes three (3) grades of administrative assistant/support positions. Each higher level grade includes the duties of every preceding grade in the job family.

All positions in the job family require knowledge of and ability to use applicable computer software.

These duties do not constitute an all-inclusive list of duties. Other duties may be assigned as needed and appropriate.

##### **GRADE 6 – Administrative Assistant**

Under supervision, Grade 6 AA's regularly perform office functions and support services in various academic and administrative departments, following relevant departmental, School, and University procedures.

The typical duties of an AA may include, but are not limited to:

##### **Documentation and Information Management**

- Prepare and print materials such as letters, memoranda, forms, purchase orders and vouchers, using computers and relevant peripheral equipment.
- Compose and respond to routine correspondence.
- Proofread and edit documents for accuracy, formatting and completeness.
- Use office software packages in document preparation, file maintenance and report generation.
- Collect information or data from various sources; file and retrieve books, documents and/or data as needed. Update existing files.
- Create and/or maintain filing systems.
- Maintain departmental records; keep separate confidential records when instructed.
- Retrieve and format electronic data; compile and merge data from various media and sources.
- Prepare and process various forms, e.g., admissions forms and other forms.
- Prepare charts, graphs, or tables for presentations, reports, and/or interoffice communications.
- Maintain financial and/or student records and databases, and update them as necessary.

### Communications and Customer Service

- Provide information, as directed, to faculty, students, employees, and the general public.
- Interact with students, staff and administrators throughout the University to resolve problems.
- Respond to routine inquiries regarding departmental matters.
- Answer telephone calls; screen incoming calls and forwards/refers calls; assist in maintaining up-to-date mailing and telephone directories.
- Provide receptionist services; schedule appointments; maintain calendars; refer students, faculty, employees and general public to proper areas or persons.
- Furnish information on the department's rules and regulations, when authorized.
- Assist with arrangements for special events, such as conferences, seminars, guest lectures, fairs, community or fundraising events. Support responsibilities may involve reservation of rooms, travel arrangements, catering services, informing the relevant departments/units, preparation and dissemination of materials, etc.
- Perform administrative assistant/support services related to faculty and staff searches, student assignments, and conferences and meetings.
- Interview and/or supervise student employees, Interns, Volunteers, etc.
- Assist in training new employees in various office duties/use of office equipment.
- Communicate with other academic or administrative departments or outside agencies to expedite the processing of paperwork and departmental tasks or answer inquiries.

### Transaction Processing

- Prepare routine reports, including drafts, using information received from various sources.
- Receive and process financial transactions following prescribed procedures and best practices (e.g., tuition payments, library fines).
- Process purchase orders and supply orders; verify deliveries.
- Verify inventory and supplies reports on request. Order supplies as needed.
- Complete Time & Leave calculations and keep up-to-date records.
- Assist supervisors in specialized office functions.
- Prepare work orders, monitor expenditures and budgets.
- Calculate payroll figures; verify amounts on financial forms; prepare deposit records; refund authorizations, and similar documents; keep related records.
- Make travel arrangements for interviewees, employees and university guests.
- Make routine petty cash purchases and disbursements, and maintain petty cash account; keep necessary records.
- Receive and distribute mail for the unit/department/college.
- Prepare the department/unit/college mailings within the department or coordinating with outside vendors, arranging special mail services when authorized.
- Duplicate, collate and distribute materials. Coordinate the work of others to produce and distribute materials; confer with mailroom personnel as needed.
- Assist in preparing and distributing materials such as recruitment documents.

- Assist in registration activities within the department or as assigned; when authorized, process drop/add and over tally requests for course registration.

Other

- Perform routine upkeep of office equipment, e.g., photocopier, computer terminals, printers, fax machines.
- May serve on committees when authorized.

## **GRADE 7 – Title TBD**

Under supervision, a Grade 7 regularly performs a full range of advanced level, and complex administrative assistant/support duties.

In addition to the duties performed by a Grade 6 AA, the responsibilities of a Grade 7 may include:

1. Serve as an Administrative Assistant to senior level staff member(s) or group of professional, managerial or technical University personnel, regularly performing difficult and responsible administrative assistant/support work, such as:
  - a) Perform a variety of complex specialized higher-level administrative assistant/support tasks and make important administrative assistant/support decisions relating to office/department practices and procedures in accordance with University policies.
  - b) Draft reports and memoranda.
  - c) Prepare complex statistical reports and related charts and graphs.
  - d) Initiate and execute procedures on behalf of the department.
  - e) Administer a specialized area, requiring unique training and/or experience within a large office.
  - f) Prepare and compile complex reports, including simple research and analysis.

or

2. Provide not only office and related support services for a department, program or administrative unit, but also have responsibility (under supervision) for coordinating an important department or unit function;

or

3. Frequently utilize a unique job related skill or knowledge, e.g., ability to speak a foreign language; or familiarity with state and/or federal rules and compliance requirements as they relate to financial aid, student loans, grant applications, etc.

### **GRADE 8 – Title TBD**

Under supervision, a Grade 8 regularly performs complex administrative assistant/support work with a substantial level of responsibility or with significant expertise and masterly performance.

In addition to the duties performed by a Grade 7, the responsibilities of a Grade 8 may include:

1. Regularly perform a significant volume and complexity of work that requires a greater degree of expertise than the performance of the regular work of a Grade 7, e.g.:
  - a) Writing publications or brochures rather than simply editing them.
  - b) Creating rather than simply maintaining web sites.

**or**

2. Responsibility for organizing and coordinating the primary function or activity of an administrative department or unit, or of a special program, and that role requires acting as the department's, unit's or special program's liaison with college administrators, faculty members and/or external agencies.

### **UNUSUAL COMBINATION OF FACTORS**

Occasionally an employee may be assigned a higher grade based on a combination of factors that include the unusual complexity of the work performed and the highly specialized nature of the skills required. This combination of factors sometimes results from the longevity of the incumbent. These factors are present to some degree in all the positions described above; however, assignment of a higher grade based on these factors will be the exception rather than the rule.

## APPENDIX D

### ADELPHI UNIVERSITY LOCAL 153 ADMINISTRATIVE ASSISTANTS COMPENSABLE FACTORS FOR PROMOTION

COMPENSABLE FACTORS	DIMENSION	GRADE 6	GRADE 7	GRADE 8
<b>COLLABORATION</b>				
	<i>Group Problem Solving</i>	Actively participates in immediate work group by listening and commenting on suggested solutions.	Presents solutions to immediate and long-term problems.	Presents solutions to immediate and long-term problems.
	<i>Producing Results with Others</i>	Contributes opinions and supports group decisions.	Contributes opinions and supports group decisions. Participates in consensus building.	Solicits opinions and forges compromises.
	<i>Gaining Organizational Support</i>	Recognizes the need for and seeks input from others.	Effectively works with others inside and outside of the work group to achieve a goal.	Reviews ideas and drafts work products with appropriate parties.
<b>COMMUNICATION</b>				
	<i>Verbal and Written Skills</i>	Formats communication for others; effectively interacts with others.	Composes and edits complex communication for others; employs communication techniques appropriate to the person or audience.	Communicates independently internally and externally with appropriate approval; is proficient in terminology of the field being supported; has developed a high level of interpersonal skills.



	<i>Listening and Understanding</i>	Listens effectively and extracts information pertinent to the assigned task.	Understands and interprets other viewpoints and assimilates them.	Identifies common themes and draws appropriate conclusions; utilizes active listening skills (paraphrasing and reiteration).
	<i>Conflict Resolution</i>	Deals respectfully with others; attempts to resolve personal conflicts without intervention. Demonstrates a high degree of confidentiality and discretion	Identifies sources of conflict and seeks advice from appropriate person(s). Demonstrates a high degree of confidentiality and discretion	Demonstrates a high degree of confidentiality and discretion; attempts to resolve conflicts independently (or with an outside resource as appropriate) within work group.
	<i>Educating Others</i>	Informally communicates basic established processes and procedures.	Informally communicates established processes and procedures; may orient new employees to the work group and/or Institution.	Identifies training needs and recommends solutions.
<b>INFLUENCING AND LEADING</b>				
	<i>Managing, Mentoring and Coaching</i>	Acts as a role model and resource for other employees.	Informally trains employees in area regarding processes and procedures; acts as a role model for other employees	Has formal training responsibility in work group; may act as a mentor for new employees.
	<i>Standards and Goal Setting</i>	Complies with established deadlines and work standards.	Complies with established deadlines and work standards.	Establishes and monitors timelines or short-term goals for administrative assistant/support projects.
	<i>Influencing Others</i>	Encourages positive attitude in coworkers.	Actively supports a diverse working environment.	Provides guidance in routine tasks.

<b>CRITICAL THINKING AND PROBLEM SOLVING</b>				
	<i>Defining Problems and Implementing Solutions</i>	Breaks down simple problems into component parts and chooses from established alternative solutions.	Uses past experiences and available resources to identify issues and solutions.	Effectively employs triage and troubleshooting techniques to resolve situations.
	<i>Innovation and Continuous Improvement</i>	Adapts and improves established approaches to one's own work.	Evaluates established procedures and suggests possible improvements.	Adapts approaches to existing processes and procedures to improve the work of the group with appropriate approval.
<b>KNOWLEDGE, SKILLS AND EXPERTISE</b>				
	<i>Acquiring and Developing Knowledge, Expertise and Skills</i>	Remains technically current in one's discipline or area. Understands own area's purpose and organizational structure. Attends in-house training programs and utilizes Lynda.com as needed.	Explores the full potential of technological tools available. Understands own area's purpose and organizational structure and how it relates to the Institution as a whole. Attends in-house training programs and utilizes Lynda.com as a developmental tool.	Seeks external opportunities for professional development and training, and applies to current work. Increases knowledge of extra-Institutional environment. Attends in-house training programs and utilizes Lynda.com as a developmental tool. Completes Technology Competency Certification Program if applicable.
	<i>Depth and Breadth of Knowledge</i>	Has obtained practical experience and/or specialized training. Has	Has thorough knowledge of standard practices, procedures, software, and technologies	Has in-depth knowledge and expertise of practices, procedures, software, and

		intermediate skill level of standard software.	related to current position.	technologies in the field.
	<i>Specialized Skills</i>	Mastery of basic skill level or better in Word, Excel, PowerPoint, and internet search software relevant to the position.	Intermediate skill level in Word, PowerPoint, Excel, website update and internet search software relevant to the position. Working knowledge of database software.	Intermediate-to-high skill level in Word, Excel, PowerPoint, web update and internet search software relevant to the position. Proficiency in database software.
<b>RESPONSIBILITY AND ACCOUNTABILITY</b>				
	<i>Scope and Impact of Position</i>	Impact of actions and decisions generally limited to own job.	Impact of actions and decisions generally limited to immediate work group or program.	Actions and decisions typically have an impact on the success of the work group or program.
	<i>Level of Supervision/ Independence</i>	With minimal supervision performs tasks in support of the work group or program; prioritizes own work.	Without direct supervision performs complex and responsible tasks to coordinate and support the activities and functions of a work group or program.	Has latitude to contact high level outside people; authority and accountability for own actions.
	<i>Initiative</i>	Seeks better ways to accomplish assigned tasks.	Seeks out and undertakes new tasks; has good judgment about what needs to be done.	Anticipates and prepares for problems or special opportunities and communicates accordingly.

**APPENDIX E**

**ADELPHI UNIVERSITY**  
**OPEIU LOCAL 153**

**RECLASSIFICATION OF EMPLOYEE GRADE**

**APPROVAL FOR CONSIDERATION FORM**

Employee Name: \_\_\_\_\_

Current Title: \_\_\_\_\_

Current Department: \_\_\_\_\_

Current Supervisor: \_\_\_\_\_

Current Grade: \_\_\_\_\_

Proposed Grade: \_\_\_\_\_

**Documents Attached:**

- ☐ Employee Statement
- ☐ Job Description:
- ☐ Copy of most recent performance review

**Approved for further consideration (to be completed by Union Committee after review):**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

