



COLLECTIVE BARGAINING AGREEMENT

Between

LOCAL 1102 RWDSU UFCW

And

ADELPHI UNIVERSITY

JULY 1, 2024 to JUNE 30, 2029

TABLE OF CONTENTS		
ARTICLE	SUBJECT	PAGE
1	Recognition	1
2	Union Security	1
3	Checkoff	2
4	RWDSU Committee on Political Education	2
5	Union Visitation	2
6	General Union Meetings	2
7	Shop Stewards Training/Seminars	2
8	Labor Management Conferences	3
9	Management Rights	3
10	No Strikes - No Lockouts	3
11	Probationary Period	4
12	Grievance And Arbitration Procedure	4
13	Wages	5
14	Hours/Differentials/Changes/Breaks/Work Assignments	6
15	Overtime	7
16	Snow Removal or Other Call Back Reason	8
17	Holidays	9
18	Vacations	9
19	Sick Leave	12
20	Personal Days	14
21	Jury Duty	14
22	Family and Medical Leave Act	14
23	Bereavement	14
24	Defined Contribution Retirement Plan	15
25	Life Insurance Benefits	15
26	Local 1102 Health & Benefit Fund	16
27	University Health and Benefit Fund Audit	18
28	Disability Benefits Law - Unemployment Insurance Law	18
29	Short Term Disability	18
30	Long Term Disability	18
31	Tuition Remission	19
32	Seniority	20
33	Severance Pay	21
34	Military Service	21
35	No Discrimination	21
36	Discipline	22
37	General Provisions	22
38	New Hires And Job Postings	23
39	Performance Evaluations	24
40	Temporary Employees	24
41	Successor Clause And Contracting Out Clause	25
42	Absence And Lateness	25
43	Safety Committee	25
44	Training	26
45	Lead Person	26
46	Separability	26
47	Duration	26

AGREEMENT

AGREEMENT made and entered into on this 17th day of June 2024, by and between Local 1102 RWDSU UFCW located at 311 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as the "Union"), and ADELPHI UNIVERSITY located at South Avenue, Garden City, New York (hereinafter referred to as the "Employer" or "University") wherein it is mutually agreed as follows:

ARTICLE 1 - RECOGNITION

This Agreement shall apply to all full-time and regularly-scheduled part-time custodial employees of the Employer excluding all maintenance persons, mechanics, fire persons, grounds persons, trades helpers and all office clerical, watchman, guards and supervisors as defined in Section 2(11) of the Act.

ARTICLE 2 - UNION SECURITY

- A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution or effective date of this Agreement, whichever is later, shall remain members in good standing for the term of this Agreement, and those who are not members in good standing on the execution or effective date of this Agreement, whichever is later, shall on the thirtieth (30th) day following the execution or effective date of this Agreement, whichever is later, become and remain members in good standing in the Union for the term of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution or effective date, shall after thirty (30) days from the beginning of such employment and for the term of this Agreement, become and remain members in good standing in the Union. The requirement of membership in good standing under this section is satisfied by the payment of the financial obligation of the Union's initiation fee and periodic dues uniformly required.
- B. The Employer shall on the first (1st) of every month, notify the Union, in writing, of the employment of such employee covered by this Agreement giving the employee's name, address, date of hire, social security number, wages, position and shift. Upon notice from the Union to the Employer that any employee is delinquent in payment of, or has failed to tender the initiation fee and periodic dues uniformly required as a condition of acquiring and/or retaining membership in good standing, the Employer shall immediately discharge such employee and advise the Union thereof in writing by certified mail, return receipt requested, of its action taken.
- C. The Union agrees to hold the Employer harmless from any liability arising from a discharge of any employee at the request of the Union pursuant to the provisions of this Article.

ARTICLE 3 - CHECKOFF

The check-off system shall prevail and the Employer agrees to deduct from the salaries of the employees union dues and initiation fees as directed by the Union, and remit such moneys directly to the Union on or before the fifteenth (15th) day of each month following such deductions provided said deductions are authorized in writing by the affected employees in a form that complies with applicable law. The provisions of this Article shall survive the expiration of this agreement.

ARTICLE 4 – RWDSU COMMITTEE ON POLITICAL EDUCATION

- A. The Employer agrees to deduct and transmit to the RWDSU Committee on Political Education or other such PAC, the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the RWDSU Committee on Political Education, or other such PAC. These transmittals shall occur quarterly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.
- B. The Union agrees to indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues, initiation fees, or other contributions specified in this Agreement made pursuant to the provisions of Articles 3 and 4, except the failure of the University to forward to the Union, checkoff dues, initiation fees, or other contributions as provided in Articles 3 and 4.

ARTICLE 5 - UNION VISITATION

The Union representative or designee shall have admission to all properties covered by this agreement to discharge their duties as representatives of the Union. Prior to or upon its arrival, the Union shall notify the University accordingly.

ARTICLE 6 - GENERAL UNION MEETINGS

- A. The Union representative or designee may conduct meetings during the employees non-work time in the employees break room or other mutually acceptable area.
- B. In addition, the Union shall conduct up to four (4) meetings per year during employee work time of up to one-half (1/2) hour in duration.
- C. The Union shall provide prior notice to the University of such meetings.

ARTICLE 7 – SHOP STEWARDS TRAINING/SEMINARS

- A. No more than two (2) stewards will be given paid time off to attend Union training seminars up to two (2) days per year.

- B. The Union shall provide advance notice to the Employer of its intention to conduct such training seminars.

ARTICLE 8 - LABOR MANAGEMENT CONFERENCES

The Employer and the Union, as evidence of attitude and intent, agree that during the life of this Agreement individuals from both parties (not to exceed three from each) be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the university and the workforce, in an effort to promote a better understanding between the parties. The meetings shall be on work time. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings.

ARTICLE 9 - MANAGEMENT RIGHTS

- A. It is recognized by the Union that all management rights and functions, including but not limited to exclusive control, direction, and supervision of operations and personnel are vested solely in the University, except as otherwise provided in this Agreement.
- B. The Union specifically recognizes the University's right to exercise flexibility in the direction and supervision of employees covered hereunder. The term "flexibility" as used herein is understood to mean the University's right to make work assignments, to schedule employee work times, to schedule overtime, and to transfer employees from shifts or stations except as otherwise provided in this Agreement.

ARTICLE 10 - NO STRIKES – NO LOCKOUTS

- A. During the term of this Agreement, the University shall not engage in any lockout, and neither the Union nor any employee shall authorize, condone, or engage in any strike, sympathy strike, slow-down, picketing, cessation of work, or other interference with the business of the University.
- B. It is understood and agreed that, as set forth in this Article, the term "sympathy strike" includes any work stoppage, discontinuance, demonstration on University owned or rented property (including the adjacent sidewalks), or failure to perform any duty, at the assigned time or place, by employees covered by this Agreement (whether acting singly or in concert with others) because of picket line, strike, or boycott activity by individuals, employees, or groups not covered by this Agreement and whether or not directed against the University. Nothing in this article precludes or prohibits a bargaining unit member from showing support for any work stoppage by off-duty/off premises conduct.

ARTICLE 11 - PROBATIONARY PERIOD

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

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1 A grievance under this Agreement shall be handled in the first instance by the employee involved and the Shop Steward or the Union representative together with the Assistant Vice President of Facilities. A grievance submitted to the Assistant Vice President of Facilities in writing shall be answered in writing by the Assistant Vice President of Facilities within one (1) week from the time the grievance was received by the Assistant Vice President of Facilities.

Step 2 If the grievance is not adjusted under Step 1, the employee, Shop Steward or the Union representative must within two (2) weeks from receipt of the Step 1 answer, take up such grievance with the Office of Human Resources and its designated representative. The Office of Human Resources must answer in writing within two (2) weeks of the meeting.

Step 3 Grievances involving the interpretation or application of one or more specific provisions of this Agreement, and which is not adjusted under Step 2 must, at the request of the Union, be submitted to arbitration within thirty (30) days of receipt of the Step 2 determination.

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

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

- C. The Union and the Employer shall bear equally the fees and other expenses, exclusive of attorney's fees, incidental to the arbitration proceedings.
- D. The decision of the Arbitrator shall be final and binding.
- E. Time frames herein may be extended by mutual agreement by the parties.

ARTICLE 13 - WAGES

- A. Non-probationary employees shall receive hourly wage increases as follows:

Effective:	Increase
July 1, 2024	\$1.25 per hour
July 1, 2025	\$1.10 per hour
July 1, 2026	\$1.25 per hour
July 1, 2027	\$1.00 per hour
July 1, 2028	\$1.00 per hour

- B. New Hire Rate: Full and part time employees shall receive the following hourly rates:

Effective	Hourly Rate
July 1, 2024	\$21.00
July 1, 2025	\$22.00
July 1, 2026	\$23.00
July 1, 2027	\$23.00
July 1, 2028	\$23.00

- C. Any employee currently below the newly established minimum hire rate will immediately be increased to the new rate.
- D. During the life of this Agreement no provision hereof shall be construed as to lower the weekly, daily, hourly, or part-time wage rate of any full or part-time employee as specified herein.
- E. Wages, including overtime, shall be paid bi-weekly unless the University changes to a weekly payroll. Payday shall be every other Friday. All employees shall be paid by direct deposit.
- F. When a custodial employee is regularly assigned to do work that is regularly performed on a solo basis by an employee in a higher paying classification, either within or outside the bargaining unit, he or she shall be paid the rate of the higher classification for all hours of work performed in the higher classification.
- G. Temporary Employees: Effective July 1, 2024, temporary employees shall be hired at the minimum hourly rate of \$20.00 (increased as needed by the University). In the event Adelphi hires a temporary employee at a rate above the current minimum, then that rate

shall become the new temporary employee minimum rate and anyone below the new rate will automatically be increased to the higher rate.

ARTICLE 14 - HOURS/DIFFERENTIALS/CHANGES/BREAKS/WORK ASSIGNMENTS

- A. Hours - The regular full-time workweek shall be thirty-seven and one half (37½) hours per week consisting of five (5) consecutive days with two (2) consecutive days off. The workday shall consist of seven and one half (7½) hours per day, excluding a thirty (30) minute lunch break. The regular part time workweek shall be twenty-five (25) hours per week, excluding a thirty (30) minute lunch break.
- B. If the University decides to hire more than fifteen (15%) percent of the bargaining unit to work part time, the University will first discuss that decision with the Union. This discussion shall not prevent the University from moving forward with its decision, which shall not be used to erode the existing Bargaining Unit.
- C. Weekend/ Differential Assignments - A differential of twenty (20%) percent of weekly wages shall be paid to employees assigned to work shifts on Saturdays-Sundays. This applies when an employee's work assignment/shift includes either Saturday or Sunday, except that employees hired on or after January 1, 1998, shall only be paid this 20% differential for hours actually worked on Saturday and Sunday. Employees hired on or after January 1, 2001, shall be paid five (5%) percent differential for hours actually worked on Saturdays and Sundays. It is understood, however, that the number of employees regularly assigned to work on any such shifts shall not exceed thirty (30%) per cent of the total number of full-time employees covered by this Agreement at the time such assignments are made. It is further understood that the assignment of full-time employees to work on Saturday-Sunday shall be made on a volunteer basis by seniority. In the event there are not enough employees to work said assignments/shifts after employees have been offered such option based on seniority, employees may be required to work in the reverse order of their seniority.
- D. Shift Differential - Any employee who works between the hours of 8:00 PM and 4:00 AM shall receive a twenty (20%) percent shift differential for the hours worked during that period except those employees hired on or after January 1, 2001 shall receive five (5%) percent shift differential for the hours worked during that period.
 - a. There shall be no compounding of shift differentials. No person's current weekly pay shall be reduced as a result of this provision.
- E. Temporary Changes - Temporary shift/day/hours changes – It is understood that a temporary change of work and shift assignments may be necessary to meet the needs of the University in unusual circumstances. Such temporary shift changes shall not extend beyond two (2) weeks, except by mutual agreement between the University and the Union. The temporary shift change shall be scheduled on a voluntary basis based on seniority. In the event there are not enough volunteers, involuntary shift changes may be made in inverse order of seniority of qualified personnel, but no employee shall be

required to have more than two (2) changes of shift assignments in any one academic year except by mutual agreement between the University and the Union. Any employee whose shift is temporarily changed shall receive a differential of twenty percent (20%) for the duration of the temporary change.

- F. Management reserves the right to routinely change building assignments however, it shall not be punitive in nature.
- G. Permanent Shift Changes - Where material changes in operations require permanent shift changes, the University shall notify the Union. Upon the Union's request the University will meet with the Union as to the manner and extent of the changes. If the parties are unable to agree after good faith discussions the university may implement those planned shift changes which it has discussed with the Union, provided that the Union shall have the right to challenge the reasonableness of the manner and or extent of the changes by way of arbitration without prior resort to the grievance procedure. The University's implementation of any such changes shall be made by using volunteers based on seniority.
 - i. Employees hired on or after January 1, 2001 may be required to change shifts in reverse order of seniority.
- H. The University will attempt to assign work to the employees who normally perform same. Where the assignment of work on such a basis is not practicable, work should be assigned on an equitable basis among the employees qualified to perform it. The Union Shop Steward shall keep records to insure that the assignment of work to employees other than those who normally perform same is made on an equitable basis.
- I. Breaks - Ten (10) minutes wash up time will be provided for prior to the end of the shift, it being understood that employees will not abuse this privilege.
- J. Employees are not entitled to a coffee break away from their specific work areas. However, employees may drink coffee (which they previously brought to work) at their specific work area, provided they do not disrupt their work any longer than necessary to drink their coffee promptly.

ARTICLE 15 - OVERTIME

- A. Overtime shall be computed on a weekly basis. However, overtime shall not be pyramided. Overtime may be performed only upon authorization from the Employer. The Employer shall provide for all employees on a monthly basis, weekly overtime records. Such records shall be provided to the Shop Steward. Overtime (except in the case of emergencies or where employees are completing an assignment/task that they started) shall be assigned on a rotating, non-discriminatory basis within the Department to qualified employees in accordance with the following procedure:
 - 1. As of each January, all employees will have zero overtime credited to their records.

2. Thereafter, overtime will be given out based on turns worked or charged. Those employees with the least turns, worked or charged, will be asked first.
3. Refusals to work will be charged as if worked provided that, except in the case of emergencies, reasonable notice is given by the Employer. For weekend work, except in emergencies, employees will be offered overtime by 3:00 PM on the immediately preceding Thursday, otherwise the employees will not be charged with refusals.
4. Temporary employees are not to work overtime if a regular employee qualified to do the job is willing to do the work.
5. The University will make the best efforts to provide as much advance notice of overtime as possible.
6. Employees shall receive time and one-half (1½) for all hours paid over seven and one-half (7½) hours per day or thirty seven and one-half (37½) hours per week or on their sixth consecutive day of work in a regular work week and double time (2x) for their seventh consecutive day of work in a regular work week. Notwithstanding the above, in order for the employee to receive such overtime pay there shall be no non-paid days because of an employee's absence in that workweek.
7. Schedules shall be arranged so that overtime work shall be evenly distributed so far as is compatible with efficient operation.

ARTICLE 16 - SNOW REMOVAL OR OTHER CALL BACK REASON

- A. The Employer will pay for such work in accordance with the following schedule:
 - During regular work hours – straight time.
 - On early report where notice has been given prior to leaving the job-regular overtime.
 - Call-back after leaving work at two times (2x) the regular rate.
- B. The Employer further agrees to pay one (1) hour straight time travel pay for all employees reporting for any call-back reason.
- C. It is further understood that employees reporting for any call-back reason shall receive a minimum of four (4) hours pay at the call-back rate specified above, and during such four (4) hours the call-back employees shall not be required to do any work other than snow removal. Should the snow removal work continue after four (4) hours into regular work hours, straight time will be paid.
- D. Employees reporting to work when the University is closed, shall receive an additional ten (10%) percent differential on their base rate of pay for the hours they are scheduled to work when the University is closed.

ARTICLE 17 – HOLIDAYS

A. The following days are recognized as holidays:

New Year's Eve	The Day After Thanksgiving
New Year's Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Martin Luther King Jr. Day
Labor Day	Employee's birthday
Thanksgiving Day	*9/11 Remembrance Day (Observed as a floating day)
Juneteenth	

*If this day becomes a nationally recognized holiday, the date selected shall be the date of observation.

- B. Employees shall receive their straight time pay for contractual holidays. Everyone required to work on a holiday prescribed in this Agreement shall receive at least one (1) day's pay at the holiday rate of pay of double time (in addition to a day's pay the employee received for such holiday as such) even though he is not required to work four (4) hours.
- C. If any holiday as above set forth falls on a Sunday, and is generally observed on the following Monday, said Monday shall be deemed to be the holiday for the purpose of this Agreement.
- D. Any regular full-time employee whose regular days off, or one of whose regular days off falls on a holiday, shall receive an additional day off. The employee may request a particular day for such day off and is subject to the Employer's approval.
- E. Any regular full-time employee who shall be ill in any payroll week in which a holiday falls shall be entitled to holiday pay, if the employee has sick time available.
- F. In order to receive holiday pay as provided herein, an employee must work his/her complete scheduled workdays immediately preceding and immediately following the holiday, unless the illness is excused and is supported by a doctor's note and not abused.
- G. Employees shall provide at least 48 hours' notice if they are requesting to take off a day which is not their actual birth date. Such notice shall not be unreasonably denied and such notice shall not be required where an employee is taking off on the day of their actual birth date.

ARTICLE 18 - VACATIONS

A. Full-time employees covered by this Agreement shall receive paid vacations computed at straight time base rates. The length of vacations shall be based on continuous

employment by the University, with the employee's most recent date of hire determinative of the months or years of employment. The vacation year shall be from September 1st to the following August 31st ("Academic Year"). Vacation time shall be accrued from the date of hire to August 31st for the first year. Each employee shall accrue and use his vacation in each Academic Year. In determining how much vacation an employee is entitled to, it is agreed that an employee has "more than" a specified period of employment on the day of his employment anniversary date which marks his completion of the period in question, (i.e., An employee has more than five years on his fifth anniversary of employment with the University). Vacations shall be accrued in accordance with the following schedule:

For Employees hired prior to July 1, 2011:

<u>Service</u>	<u>Accrual Rate Per Month</u>
One month, but less than five years (newly hired employees may not take vacation time off until they have worked 6 consecutive months except that they are to take vacation on or before August 31 st of the academic year in which they are hired to avoid losing accrued vacation time).	.83 days (10 days per year)
Five years but less than ten years	1.25 days (15 days per year)
Ten years but less than eleven years	1.67 days (20 days per year)
Eleven years but less than twelve years	1.75 days (21 days per year)
Twelve years but less than thirteen years	1.83 days (22 days per year)
Thirteen years but less than fourteen years	1.92 days (23 days per year)
Fourteen years but less than fifteen year	2.00 days (24 days per year)
Fifteen years and more	2.08 days (25 days per year)

Employees hired on or after July 1, 2011:

<u>Service</u>	<u>Accrual Rate Per Month</u>
One month, but less than five years (newly hired employees may not take vacation time off until they have worked 6 consecutive months except that they are to take vacation on or before August 31 st of the academic year in which they are hired to avoid losing accrued vacation time).	.83 days (10 days per year)
Five years but less than ten years	1.25 days (15 days per year)
Ten years and more	1.67 days (20 days per year)

- B. All vacations are compulsory and must be taken within the vacation year in which earned unless an employee has scheduled his/her vacation time and due to business reasons is requested by the University to work during that scheduled time, and is unable to complete his/her vacation entitlement before August 31st. The employee, with prior

written approval of the Office of Human Resources and his/her Department Head, may take the vacation after August 31st, provided that at the latest, it is completed by September 30th. Vacation requests for the period beginning the day after commencement through two (2) weeks prior to the beginning of the fall semester, must be submitted no later than the preceding April 1st if an employee wishes to exercise his/her seniority for selecting vacation time, after that it shall be granted on a first come basis. The Department Head will respond to the employee's request no later than April 15th.

- C. All vacation requests must be approved in writing in advance by the area supervisor. Employees may select any week or individual day of their choosing. If the University is closed for any period during the Christmas-New Year's period, employees may be required to take part of their vacation time during those periods.
- D. In the event the employees desiring the same vacation week exceeds twenty (20%) percent of the total number of employees, the Employer may limit the number of employees to be absent in excess of twenty (20%) percent if such excess in the University's judgment would interfere with the operation of the department. Priority in choice of vacation weeks shall be determined by seniority except as provided above.
- E. During the two (2) weeks at the end of May ("move out" week designated by the University and the week of Memorial Day) up to twenty (20%) percent of the employees will be allowed to take vacation. During the week of early move-ins (typically the second week of August) up to ten (10%) percent of the employees will be allowed to take vacation. During the week of move-in through Welcome Weekend and the week that classes start, as per the academic calendar (hereinafter referred to as "Blackout" periods), employees may not take vacation.
- F. Upon termination of employment, an employee will receive the amount of vacation pay accrued during the current year as provided in section (1), above, at the employee's effective rate of pay for such vacation as of the date of termination.
- G. For purposes of determining the number of vacation weeks or days to which an employee may be entitled hereunder, a month of employment is defined as any calendar month in which an employee has been given vacation credit.
 - 1. Vacation credit shall be given for:
 - a. Days worked.
 - b. Holidays and vacation days and sick days.
 - c. Absence due to workmen's compensation or illness, which results in a continuous absence of less than thirty (30) days.
 - 2. Vacation credit shall not be given for a period of:
 - a. Disciplinary suspension.
 - b. Lay-offs.
 - c. Any illness, injury (compensable or otherwise) or other state of facts, which results in a continuous absence of thirty (30) days or more.

- H. If a holiday falls during an employee's vacation period, the employee shall receive an extra day.
- I. The parties acknowledge that vacation time is for the purpose of rest and relaxation. Under no circumstances may any employee elect to work and receive pay in lieu of taking vacation time. Vacation pay shall be paid according to the regular bi-weekly payroll.
- J. Part-time employees who are regularly scheduled to work twenty-five (25) hours per week shall be entitled to vacation on the same basis as full-time employees except that it will be on a pro-rata basis.

ARTICLE 19 - SICK LEAVE

- A. Full-time employees, hired prior to February 24, 2004, with one or more years of employment at the beginning of the Academic Year will be credited at that time with twelve (12) paid sick leave days that Academic Year. Full-time employees, hired prior to February 24, 2004, with less than one year of employment at the beginning of the Academic Year will accrue sick days until the anniversary date of their employment at the rate of one day for each completed month of employment to a maximum of twelve (12) days per Academic Year. Full time Employees hired on or after February 24, 2004 shall be entitled to a maximum of ten (10) sick days per academic year (accrued at .83 days for each completed month of service).
- B. Part-time employees who are regularly scheduled to work 25 hours per week (1300 hours per year) with greater than one (1) year of service shall be credited with 44 hours of sick time at the beginning of the academic year. Part-time employees who work in excess of 1300 hours per year will accrue sick leave accordingly, up to a maximum of fifty-six (56) hours per year. Part-time employees who are regularly scheduled to work 25 hours per week with less than one (1) year of service shall accrue sick leave at the rate of one (1) hour of sick time for every thirty (30) hours of time worked up to a maximum of fifty-six (56) hours per year.
- C. Full-time and part-time employees may carry over up to fifty-six (56) hours of sick time into the following contract year.
- D. Total sick time taken may not exceed 56 hours in an academic year.
- E. Accrued but unused sick leave days in each year will be paid before Christmas, or at the option of the employee, up to a maximum of eight (8) unused sick days carried over to the next academic year and the remaining paid out. Employees must notify the appropriate supervisor in writing by August 1st in each year of their intention to carry over sick days or they will automatically be paid for unused sick time. Employees who leave the employ of the University will only be paid for those sick days accrued, but unused, to that date.

- F. Upon termination of employment, employees shall be paid for accrued and unused sick days up to a maximum of up to fifty-six (56) hours at the employee's prevailing rate of pay.
- G. Part-time employees who are regularly scheduled to work 25 hours per week shall be entitled to sick leave on the same basis as full-time employees (based upon hire date) except that it will be on pro-rata basis. Unused sick leave days in each year will be paid before Christmas, added to vacation or used as a floating holiday or floating holidays at the option of the employee. Upon termination of employment, employees shall be paid for accrued and unused sick days at the employee's prevailing rate of pay.
- H. In order for the employee to be entitled to sick leave he/she must give the employer at least one (1) hour notice prior to the beginning of the working period of that day.
- I. Full time active employees with one (1) or more years of employment at the beginning of the academic year will be credited at that time with their full allotment of sick time for that year. However, if the employee leaves employment prior to the end of that academic year, they will only be paid for those sick days accrued, but unused, to that date.
- J. Sick time can be utilized for the following reasons:
- Employee's mental or physical illness, or injury, or diagnosis, care, treatment, or preventative care for employee's mental or physical illness or injury;
 - Covered family member's mental or physical illness or injury or diagnosis, care, treatment, or preventative care for a covered family member's mental or physical illness or injury;
 - Absences related to employee's status as a victim of domestic violence, family offense, sexual offense, stalking, or human trafficking; or
 - Absences related to a covered family member's status as a victim of domestic violence, family offense, sexual offense, stalking, or human trafficking.
- K. The term "Family Member" includes an employee's child (biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian, or person who stood in loco parentis when the employee was a minor child), sibling, grandchild, or grandparents, and the child or parent of an employee's spouse or domestic partner.
- L. The term "Parent" is defined as a biological, foster, step, or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.
- M. The term "Child" is defined as a biological, foster, step, or adopted child, a legal ward, or a child of an employee standing in loco parentis.
- N. The minimum amount of sick time that can be utilized is either one-half (1/2) day for full time employees or for part-time employees, the scheduled shift for that day.

- O. Acknowledgment and waiver of labor law section 196-b: it is specifically acknowledged that the benefits/paid days off provided under this Agreement are at least comparable to or exceeds, and therefore in lieu of, paid sick leave provided under the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law, as amended) and the provisions of the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law, as amended) are waived.

ARTICLE 20 - PERSONAL DAYS

All personnel shall be entitled to five (5) paid personal business days per Academic Year on the following conditions: they must provide at least twenty-four (24) hours advance notice of their intent to take the same, unless the absence is the result of an emergency, in which case they must notify the University as soon after the absence has begun as is practicable. Acceptable notice shall be via written, electronic e-mail or text. Part-time employees who are regularly scheduled to work twenty-five (25) hours per week shall be entitled to personal days on the same basis as full-time employees except that it will be on a pro-rata basis.

In the event that ten (10) percent of the total number of employees are out or scheduled for paid time off (exclusive of sick time), the employer may deny the request for a personal day based on operational and staffing needs. In the months of June, July and August, personal days may not be taken except with prior approval.

ARTICLE 21 - JURY DUTY

Up to two (2) weeks leave with pay shall be granted each contract year when an employee is assigned to jury duty. The Employer shall pay the full amount of the employee's salary while the employee is on jury duty, up to two (2) weeks. Travel allowance, if any, will not be treated as jury duty pay.

ARTICLE 22 - FAMILY AND MEDICAL LEAVE ACT

The University shall comply with the Family and Medical Leave Act.

ARTICLE 23 - BEREAVEMENT

Five (5) days funeral leave (with pay) will be granted for funeral observance in case of death of an employee's spouse, child, grandparent, grandparent in-law, parent, step-parents, parent in-law, brother, sister, or "other member" of the family residing in the employee's household. Proof of residence may be requested for "other members" of the family. One day of funeral leave will be granted for funeral observance in case of the death of an employee's aunt, uncle, brother in-law or sister in-law who does not reside in the employee's household.

ARTICLE 24 - DEFINED CONTRIBUTION RETIREMENT PLAN

- A. The University shall provide all full time and regularly scheduled part time employees covered under this Agreement with the option to participate in the Adelphi University Defined Contribution Retirement Plan ("Plan") under section 403(b) of the Internal Revenue Code ("IRC"), subject to any requirements or changes in any relevant provisions of the IRC, the Employee Retirement Income Security Act of 1974, ("ERISA") or any other applicable federal or state law regulation.
- B. Information about the Plan, the options available and the terms and conditions of the Plan including eligibility provisions, are available in the Office of Human Resources.
- C. Upon the first of the month following the date of hire, all full time employees covered under this agreement may participate in the University sponsored 403(b) plan ("The Plan") with no University contributions.
- D. After two (2) years of employment, those participating in the plan shall be eligible to receive University contributions on their regular rate of pay as follows:
 - 1. First two (2) years of contributing – If employee contributes a minimum of 4.5%, employee will receive a University contribution of 7.5%.
 - 2. Commencement of third (3rd) year until end of sixth (6th) year: If employee contributes a minimum of 3.5%, employee will receive a University contribution of 8.5%.
 - 3. Commencement of seventh (7th) year until the end of the twentieth (20th) year: if employee contributes a minimum of 2.5%, the employee will receive a University contribution of 9.5%.
 - 4. Commencement of twenty first (21st) year and greater: if employee contributes a minimum of 3.5%, employee will receive a University contribution of 11.5%.

ARTICLE 25 - LIFE INSURANCE BENEFITS

The University, at its own expense, will maintain for all full-time employees covered by the Agreement a group life insurance policy for death benefit in the amount of \$50,000 subject to all the terms, conditions, restrictions, and limitations imposed by the company issuing such policy.

ARTICLE 26 - LOCAL 1102 HEALTH & BENEFIT FUND

- A. The Employer shall contribute to the Local 1102 Health & Benefit Fund for each full-time employee covered by this agreement employed at least thirty (30) days who elect such coverage. Employer contributions shall increase as follows:

Effective Date:	Family Coverage:	Individual Coverage:
July 1, 2024	\$2,158.82	\$839.17
July 1, 2025	\$2,331.53	\$906.30
July 1, 2026	\$2,518.05	\$978.81
July 1, 2027	\$2,719.49	\$1,057.11
July 1, 2028	\$2,937.05	\$1,141.68

* Any additional increases beyond this amount shall be paid by the employees.

- B. Employees must be regularly scheduled to work thirty (30) hours or more per week to be eligible for coverage. Eligibility begins after ninety (90) days of employment.
- C. In addition to the Employer’s contribution, such employees electing family coverage or individual coverage, shall pay a co pay per month (pre-tax dollars as permitted by law) in the amounts set forth below. However, the Union and the Fund reserve the right to change the employee contribution (co pay) provided thirty (30) days’ notice is given to affected employees and the Employer.
- D. If a member is terminated and thereafter return to employment within ninety (90) days from the date of termination, the Employer shall continue to make healthcare plan contributions on their behalf for the month that they return.

Effective Date:	Family Coverage Co-Pay	Individual Coverage Co-Pay
July 1, 2024	\$243.00	\$95.00
July 1, 2025	\$251.00	\$99.00
July 1, 2026	\$259.00	\$103.00
July 1, 2027	\$267.00	\$107.00
July 1, 2028	\$275.00	\$111.00

- E. If a member is on paid medical leave or worker’s compensation, they shall have medical contributions continued to be made on their behalf for a period of up to six (6) months.
- F. If a member was eligible for the University Defined Contribution Retirement Plan 403(b) and is terminated and returned to work within ninety (90) days from the date of the termination, the Employer shall reinstate university contributions at the same level the member was at when they terminated as of the first of the month following their rehire date.
- G. Effective January 1, 2019, to the extent allowed by law, the University shall offer each full-time member the option to participate in and make contributions to a healthcare

and/or dependent care and/or transit/parking account program (up to the annual limits in each program) subject to the terms and conditions of the program. The cost of administering the programs shall be borne fully by the University.

- H. The full amount of the above contributions shall be remitted by the Employer for all covered employees by the fifteenth (15th) day of the current month for which it is due. Together with such payments there shall be remitted to the Fund statements showing the name of each employee and social security number for whom contributions are made. The Employer shall be bound by and agrees to comply with all rules, regulations and decisions issued, made or promulgated by the Fund including any and all amendments and changes therein. The parties hereto confirm and approve the composition and membership of the Board of Trustees of the Fund as now and hereafter constituted. The Union and the Fund shall have the right to examine the Employer's applicable books and records for the purpose of determining whether the Employer has complied with the provisions of this Article.
- I. Insofar as payments by the Employer are concerned, time is of the essence. The regular and prompt payment of contributions due to the Fund is essential to the stability of the Fund and to the prompt payment of benefits and it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund which would result in the failure of the Employer to make payments in full within the time provided.
- J. In the event a dispute arises in connection with the failure of the Employer to make the required payments provided for in this Article, and in the event the Union submits the matter to arbitration, the Arbitrator's decision shall contain a directive that the non-prevailing party pay all collection expenses including all court costs, if any, the full cost of the arbitration and reasonable attorney fees for any attorney representing the prevailing party in connection with the arbitration and court proceedings. If the Union is the prevailing party, the Employer will also pay interest at the rate of one (1%) percent per month on such arrears with such interest being calculated beginning thirty (30) days after the current month due.
- K. In order to comply with the Affordable Care Act ("ACA"), Adelphi will offer group health plan coverage to part-time Local 1102 members if they meet the definition under the ACA of a "Full-time Employee." Under the current ACA, a Full-time Employee is an employee who works an average of at least thirty (30) hours per week. This "full-time status" only applies to medical benefit eligibility.
- L. The parties recognize that during the term of the CBA, new federal legislation or regulations not in existence as of July 1, 2019, may require changes in the method of implementation, scope, or cost of healthcare provided to employees. The changes may have an impact on the parties' ability or willingness to continue to offer or to participate in the current arrangement described in Article 26. Accordingly, in the event that either party claims to the other that such new legislation or regulations have such an impact, such party shall, on forty (45) days' written notice to the other, request reopening Article 26 and the parties shall promptly meet to bargain thereto, including regarding the terms of the Employer's participation in the Fund, or replacement of such participation with an

alternative plan. The terms of the CBA shall continue to apply during these negotiations and the Employer agrees to not engage a lockout or other economic pressure or activities as defined by Article 10 of the CBA, and the Union agrees to not engage in a strike or other economic pressure or activities as defined in Article 10 of the CBA, and the Union agrees to not engage in a strike or other economic pressure or activities as defined in Article 10 of the CBA in connection with such negotiations.

ARTICLE 27 – UNIVERSITY HEALTH & BENEFIT FUND AUDIT

Parties agree that the University and the Fund may take appropriate steps that only eligible dependents of employees are covered under the Plan and may conduct compliance audits which would include documentation to establish eligibility consistent with University policies and procedures. Local 1102 will provide the Employer with the names of spouses and dependent children covered by the Local 1102 Health and Benefit Fund. Employees who wish to continue or establish family coverage must complete a dependent eligibility affidavit and submit the required documentation regarding dependents to the Union and the Employer. If there is a change in an employee(s) eligible dependent's status, the Employer must be notified within thirty (30) days of such change. The Employer agrees to make such personal information confidential as may be required by law.

ARTICLE 28 - DISABILITY BENEFITS LAW - UNEMPLOYMENT INSURANCE LAW

- A. The Employer agrees to cover the employees under the New York State Disability Benefits Law on a non-contributory basis, whether or not such coverage is mandatory.
- B. The Employer will cooperate with employees in the processing of their claims.
- C. The Employer agrees to cover the employees under the New York State Unemployment Insurance Law, whether or not such coverage is mandatory.

ARTICLE 29 - SHORT TERM DISABILITY

The University will provide short-term disability benefits for employees covered by this Agreement. The amount will be the greater of the amount required under the applicable law or one-half (1/2) of the employee's base salary for a period of up to twenty-six (26) weeks upon presentation of appropriate medical evidence for such disability.

ARTICLE 30 – LONG TERM DISABILITY

The University will provide long term disability benefits for full time employees covered by this Agreement. This will be provided to the employee at no individual cost. However, an employee may elect to take a tax free benefit under this plan that will be paid by the employee. The University reserves the right to select and change the insurance carrier.

ARTICLE 31 - TUITION REMISSION

- A. Full-time employees who are academically qualified to matriculate may register for two (2) undergraduate or two (2) graduate courses per semester (including summer session), beginning with the first complete semester following their date of employment, without any charge for tuition. The employee shall be responsible for the payment of all fees charged by the University. The spouse of a full-time employee may register for two (2) undergraduate or three (3) graduate courses each semester, subject to the same terms, conditions, and limitations as the employee.
- B. 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.
- C. 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 their dependent child/student shall be responsible for payment of all fees charged by the University.
- D. 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 their spouse are receiving tuition remission benefits under section B, above, the number of courses for which the dependent child may register, without any tuition charges, shall be reduced one-for-one by the numbers of courses that the employee and/or their spouse are registered in the same semester as their dependent child. The employee and/or their dependent child/student shall be responsible for payment of all fees charged by the University.
- E. Benefits provided under this Article are expressly conditioned on the student's successful application for financial aid under the Tuition Assistant Program (TAP) or PELL or any other requirements of the financial aid office.
- F. Employees may only register for courses scheduled outside their normal working hours.
- G. Tuition remission for study abroad covers any Adelphi faculty- led study abroad which occurs in intersession when the student is registered for an Adelphi course; Study Abroad at Exchange Program schools in the fall and spring semesters.

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).

- H. 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.
 - 4) 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.

- I. If the child of an employee is age 24 or older but cannot prove dependency and residency, the child will not be eligible for remission. Examples of written proof are the dependent's license with the home address and the parent's most recent tax return (wages and other confidential information can be blacked out).

ARTICLE 32 - SENIORITY

- A. Seniority for all unit employees shall be computed from the date of commencement of employment. Where seniority has been broken, it shall be computed from the date of rehire. Shop Stewards shall have super-seniority with regard to layoff.

- B. There shall be no layoffs without at least two (2) weeks notification to the Union except in cases of events beyond the control of the University.

- C. If layoffs become necessary, all probationary and part-time employees shall be laid off before any non-probationary full-time employees shall be laid off. If further reductions in the work force are necessary, the Employer shall lay off in accordance with seniority: the least senior employee shall be the first employee to be laid off.

- D. Any employee who is selected for layoff pursuant to the provisions above and would otherwise be laid off, may displace a less senior employee if he/she has the qualifications and ability to perform the job.

- E. An employee's seniority shall be terminated:
 - 1. By discharge for just cause.
 - 2. By voluntarily quitting.
 - 3. by failure to return to work on a recall from layoff within five (5) business days or failure to notify the Employer within three (3) business days after the Employer has sent notice to return, by letter or telegram to the last known address furnished to the employer by the employee, unless the employee is unable to do so due to an emergency or situation beyond the employee's control.

4. If laid off for a period of twelve (12) consecutive months.

ARTICLE 33 - SEVERANCE PAY

A. Employees laid off because of force reduction shall receive in addition to their accrued vacation credits, severance pay in the following amounts:

- *Less than 2 years of service- 2 weeks at regular base rate
- *Greater than 2 years but less than 5- four (4) weeks at regular base rate
- *Greater than 5 years but less than 10- six (6) weeks at regular base rate
- *Greater than 10 years- ten (10) weeks at regular base rate

At the laid-off employee's option he/she may receive severance pay either at the time of layoff or at the end of the one (1) year recall entitlement period.

B. When recalls occur, employees will be recalled in the inverse order in which they were laid off by the Employer sending a written notice to the employee by certified mail, return receipt requested, requesting him/her to return to work. Each employee is responsible for maintaining on file with the Employer a listing of his/her correct address. An employee shall be deemed to have waived his/her right to return to work if he/she doesn't report for work within two (2) weeks of his/her receipt of a recall notice. Recall rights for employees on layoff shall be for one (1) year from the date of layoff, or until an employee has failed to return to work within two (2) weeks after receipt of notice of recall, whichever occurs first.

ARTICLE 34 - MILITARY SERVICE

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

ARTICLE 35 - NO DISCRIMINATION

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

B. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

ARTICLE 36 - DISCIPLINE

- A. The University will not impose discipline (written warnings, reprimands, suspensions, demotions or discharges) without the concurrence of the University's Human Resources Department. Such discipline will not be imposed until the appropriate Human Resources Department representative has discussed the action with the designated Union representative. Loss of master keys must be reported immediately (within eight (8) hours) to the employees' supervisor and Public Safety. Failure to do so will result in an automatic verbal warning.
- B. Warning Letters shall be deemed stale and shall be physically removed from an employee's file two (2) years after the issuance, provided however, the employee does not commit the same infraction within two (2) years from the date of the original issuance.
- C. No non-probationary employee shall be discharged except for just cause. The Union reserves the right to dispute any such charge.
- D. If the parties fail to agree, the matter shall be submitted through the regular channels of Grievance & Arbitration procedures as provided in this Agreement.

ARTICLE 37- GENERAL PROVISIONS

- A. Bulletin Board - The Employer shall furnish a locked, glass enclosed bulletin board exclusively for Union announcements and meeting notices.
- B. Sanitary Arrangements - Sanitary arrangements shall be maintained for employees, and individual locker and key thereto and rest room key shall be furnished by the Employer for the use of every employee. Soap, towels and washing facilities shall be supplied by the Employer for all employees.
- C. First Aid Kit - The Employer shall maintain a readily accessible first aid kit in all custodial closets or other appropriate locations.
- D. Fire and Flood - Employees shall be reimbursed for loss of personal property (clothes and tools only), caused by fire or flood in the building.
- E. Uniforms and Other Apparel - It is mandatory that all employees wear uniforms or overalls. The Employer shall provide all employees with two (2) sets of uniforms each year of this Agreement. Uniforms shall be maintained by the Employer provided that the said uniform and overalls are returned by the employee for said maintenance. The University may require that all personnel wear safety shoes. The University shall provide a shoe and uniform allowance each contract year in the amount of \$525.00. Such allowance shall be paid simultaneously with payment of unused, accrued sick leave in December of each year provided that it is dispersed before the Christmas holiday. Part-time employees shall be entitled to the same allowance as the full-time employees.

1. All employees who normally do outside work for a substantial part of their time or engaged in snow removal or work in other inclement weather conditions shall be furnished adequate wearing apparel for the purpose.
- F. Furniture Moving - To the extent possible the University shall utilize students and/or temporary employees as defined in Articles 13 & 37 to move furniture not related to cleaning responsibilities.
- G. E- Campus Training – The University shall provide e-campus training to all employees, for record viewing, employee specific accrued time and direct deposit history.
- H. Pre-Employment Physical- At the Employer’s discretion, a physical may be performed at the Employer’s expense prior to employment.
- I. Employment Criminal Background Check- The University may conduct criminal background checks on all employees hired prior to the implementation of the current policy (employees hired prior to June, 2008). Any action taken by Adelphi based on the results of the background check will be in accordance with the provisions of New York State law, and will be subject to the grievance and arbitration provisions of the collective bargaining agreement. The Union reserves all rights to challenge any findings through the grievance and arbitration procedure.

ARTICLE 38 - NEW HIRES AND JOB POSTINGS

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

ARTICLE 39- PERFORMANCE EVALUATIONS

The Performance Review shall be jointly designed by Local 1102 representatives and management for the purposes of:

- informing individuals of their performance against standards;
- identifying possible areas for development (e.g. training, etc.); and
- shall not be used for purposes of disciplinary actions

Performance reviews shall be designed and approved by both parties in ninety (90) days' time from the execution of the CBA.

ARTICLE 40 - TEMPORARY EMPLOYEES

- A. The University shall notify the Union by April 15th of its intent to hire temporary employees for the period of May 1st through August 31st under the following conditions:
1. Temporary employees shall be paid the current custodial prevailing hiring rate.
 2. Temporary employees may be hired for vacation relief and to assist in the preparation of dorms/classrooms for the new semester.
 3. Temporary employees shall not be hired unless all employees who are on layoff are called back.
 4. Temporary employees shall not work beyond the scheduled shift currently being worked by employees in the bargaining unit unless such work is offered to bargaining unit employees first.
 5. Temporary employees shall not be subject to the provisions of this Agreement unless employed beyond August 31st.
 6. Temporary employees who are employed after August 31st shall receive seniority from their original date of hire except for accrual of benefits, which will be effective September 1st unless the employee receives a regular position prior to September 1st.
 7. Temporary employees have their length of service from their original hire date credited towards their probationary period.
 8. Temporary employees shall be limited to no more than ten (10) employees at any one time. Additional temporary employees shall be discussed with the Union.
- B. In addition to "summer" temporaries, the University shall be permitted to utilize temporary employees for the purpose of replacement for employees out on disability, PFL and/or worker's compensation and during the months of high use paid time off

(10% of the workforce). The University shall immediately notify the Union and Shop Steward, in writing, of the name, date of hire, shift and duration of anticipated employment of such temporary employee and the worker who is out on such leave that the temporary employee is replacing. Temporaries will be terminated after six (6) months of continuous employment.

ARTICLE 41 - SUCCESSOR CLAUSE AND CONTRACTING OUT CLAUSE

- A. All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Union its successors and assigns, and upon the employer, its representatives, successors and assigns.
- B. It is further understood that the University shall have the right to contract out any or all of the work covered by this Agreement provided that the contractor agrees to assume this contract.
- C. Nothing in this Agreement, however, shall be deemed to preclude the Employer from the contracting out of work to employers who have not assumed this Agreement, such work as has heretofore been contracted out by the University or its predecessors, or which the University does not have the equipment, skills, available staff, or facilities to perform.
- D. Any contractor assuming this Agreement shall also have the right to offer, in place of benefits associated with the defined contribution benefit plan as set forth in Article 24, benefits associated with another defined contribution retirement plan or the RWDSU and Industry Pension Fund with the same total level of employer contribution rates as currently being paid on behalf of bargaining unit employees.
- E. The University shall notify the Union in writing of all subcontracting as soon as practicable.

ARTICLE 42 - ABSENCE AND LATENESS

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

ARTICLE 43 - SAFETY COMMITTEE

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

ARTICLE 44 - TRAINING

The University, at its discretion, may provide job related training at the University's expense. Employees attending such training shall be compensated at their prevailing rate. Such training shall take place on the employees' normally scheduled shift whenever possible.

Employees are required to attend all training requested by the Employer provided it occurs during regular work hours or the employee is compensated for additional hours if the training occurs outside of regular work hours, as long as it does not interfere with a scheduled day off.

ARTICLE 45 - LEAD PERSON

- A. The University may designate Lead persons. It is expressly understood and agreed that Lead persons shall in no manner, form or way perform or act, directly or indirectly, in a supervisory or managerial manner.
- B. Lead persons shall receive \$70.00 per week in addition to their regular compensation.
- C. Lead persons shall not receive any other compensation, benefits, extra overtime or favors on account of their Lead person status. Openings for Lead person positions shall be posted and assigned in accordance with same procedure for all other positions.

ARTICLE 46 - 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 47 - DURATION

This Agreement shall be effective July 1, 2024 and shall continue in full force and effect until June 30, 2029 and thereafter from year to year unless either party, not less than sixty (60) days prior to such termination date, by registered mail, signifies in writing its desire to negotiate a renewal agreement.

Local 1102 RWDSU UFCW

Adelphi University

By: _____
Eric Schwartz
Field Director

By: _____
Christine M. Riordan
President