

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ADELPHI UNIVERSITY

and

THE BENEVOLENT ASSOCIATION

OF SECURITY OFFICERS

OF ADELPHI UNIVERSITY

JULY 1, 2021

THROUGH

JUNE 30, 2026

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Section 3 Effective July 1, 2024 – June 30, 2025, the hourly rates of full time Public Safety Officers and Sergeants shall be increased by 2.0%

ARTICLE 3 DURATION

tour that extends past the normal workday will require additional meal periods as follows: An additional 30-minute meal period after 4 hours of overtime.

Section 6(b) - Meals will be assigned prior to the beginning of the tour. Meal assignment time will be strictly adhered to. No meal shall be given prior to the beginning of the third hour and no later than the beginning of the sixth hour.

Section 7 - The University will attempt to give as many Public Safety Officers as possible off on holidays. Full-time Public Safety Officers shall be offered the opportunity to work the holiday up to the minimum staffing level of three officers per tour. If staffing above the minimum level is needed to work on a holiday, part-time officers may be offered the opportunity to work. Full-time Public Safety Officers who work on a designated holiday will receive double time (2X) pay for all hours worked, including any shift differential to which they are entitled for all of the hours worked. For example: If an Officer works the entire 3:00 P.M. to 11:00 A.M. shift on a holiday, the Officer will receive the shift differential for fifteen (15) hours. Who will work on these holidays will be determined by the Executive Director of Public Safety or his designee on a fair and equitable basis in conjunction with a designated

Section 7 - All Public Safety Officers will be required to attend all training programs pertaining to the functions of the Public Safety Department as directed by the Executive Director of Public Safety or his representative. Provided that the University has sufficient notice, Public Safety Officers will be given 5 days' notice when advised of training programs they are required to attend. Failure to attend without bona fide reason to the Executive Director of Public Safety prior to the meeting will result in disciplinary action. Those Public Safety Officers attending training programs or meetings during their off-duty time will be compensated at the rate of time and one half. It is the responsibility of all Public Safety Officers to keep their NYS Security Guard License valid. No officer will be permitted to work with an expired license. The University will pay the cost of the license renewal. Public Safety Officers will be given 10 calendar days' notice, as far as reasonably practical, when advised of training programs they are required to attend.

Section 8 - The Employer will provide all necessary training at the Employer's cost and expense, for all required certifications and training including, but not limited to, NYS Security Guard training, First Aid, CPR, Narcan, Defensive Driving, and AED. All probationary Officers and Sergeants must successfully complete and remain certified in First Aid and CPR prior to the end of their probationary period, and be trained in automated external defibrillator (AED) and Narcan. All full-time and part-time Officers and Sergeants will be required to remain certified in First Aid, CPR, Narcan, Defensive Driving and AED as a condition of employment. It is the responsibility of Adelphi to maintain certification records and to send a yearly reminder to the Association members of expiration dates. During a lapse in certification, for good cause (which shall include the Employer's failure to provide timely training or the training being offered during an employee's leave of absence), the Employee may utilize paid time off at their discretion while on leave to become re-licensed. An Association member shall be permitted to work temporarily with a lapsed CPR or other certificate as long as it is not a lapsed public safety license, if the required course was offered during the employee's leave of absence. All Association members will be included as an additional insured with respect to Commercial General Liability Insurance maintained by the University with a limit of \$1,000,000 per occurrence. Employees are covered for actions taken during the course of carrying out the duties

Section 2 - Notwithstanding the above, should a Public Safety Officer hired prior to July 1, 2002 work a tour that encompasses both non-night differential hours and night differential hours, he will receive the applicable night differential rate for all hours worked provided that at least 50% of the hours worked fall under night differential rates. Any Public Safety Officer, hired after July 1, 2002, who works between the hours of 3:00 P.M. & 7:00 A.M. shall be paid a wage differential of 5% of his base hourly rate. When compensatory time is allowed to be earned (such as on Holidays, or compensatory time earned and taken in the same pay period), the applicable shift differential will

ARTICLE 13 ENERGY DAYS

During the Christmas and New Year's holiday season, if the University grants energy days, the University will grant all full-time Public Safety Officers the same amount of energy days as additional days off with regular pay including night differential. These days will be taken off during non-academic periods. Public Safety Officers who are asked to work during this period will be given additional days off at a future time so designated by the Executive Director of Public Safety or his representative.

ARTICLE 14 HOLIDAYS

Section 1 - Each full-time Public Safety officer shall receive 13 paid holidays: Juneteenth, Independence Day, Labor Day, 9/11 Remembrance Day, Thanksgiving Day and the day after (2 days), the day before Christmas and Christmas Day (2 days), the day before New Year's and New Year's Day (2 days), Martin Luther King Day, President's Day, and Memorial Day. Independence Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day will be observed as a holiday on the actual date on which the holiday falls. The 9/11 Remembrance holiday will be a floating holiday on the actual date on which the holiday falls.

Section 4 - While Adelphi University reserves its ultimate right to determine appropriate staffing, Adelphi shall endeavor to retain the approximate present ratio of full time to part time shifts (20%) or 1,352 part-time shifts per year. The University will consider such factors as any additional workload due to construction and the addition of new patrol assignments, areas, or buildings.

Section 5 - The number of part-

In the event that the University is unable to temporarily fill positions with full-time Officers who are subject to recall, nothing shall preclude the University from hiring Officers to fill these temporary vacancies.

Section 3 - Full-time Public Safety Officers that are laid off or who take voluntary layoff will receive, in addition to their accrued vacation and overtime compensation days' pay, severance pay as follows:

Years of Service

Outside contract security guards will be supervised and directed in the same manner as Adelphi Public Safety Officers and may be relieved of their duties by the Shift Supervisor or Sergeants after consultation with the Executive Director or designee.

ARTICLE 33 HEALTH & SAFETY

Section 1(a) - Adelphi University shall furnish as far as reasonably practical to each Public Safety Association member a workplace which is free from recognized hazards that are likely to cause physical harm.

Section 1(b) - The University and the Union agree to establish a safety committee, which shall have two (2) representatives from the Association 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 Executive Director of Public Safety.

Section 2 – The Director of Health Services will notify the Executive Director Executive Director of Public Safety of any cluster of cases that may signify an outbreak of an airborne communicable disease. The Executive Director shall promptly notify the Association.

Section 3 – All Association members must comply with

EXHIBIT I

FULL-TIME PUBLIC SAFETY OFFICER EMPLOYEE BENEFITS SUMMARY This Benefits Summary attached hereto is incorporated by reference into this Collective

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.

After two (2) years of employment, those pa

writing, from the Controller's Office. All requests must be submitted prior to the first day of classes.

Spouses

Employees whose spouses receive tuition remission for graduate level courses will be taxed for the full value of the remission received and the full amount of the remission will