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COLLECTIVE BARGAINING AGREEMENT

Between

LOCAL 1102 RWDSU UFCW

And

ADELPHI UNIVERSITY

JULY 1, 2019

AGREEMENT

AGREEMENT made and entered into on this 18th day of June 2019, by and between Local 1102 RWDSU UFCW located at 311 Crossways Park Drive, Woodbury, New York 11797 KHUHLQDIWHU UHIHUUHG WR DV WKH ³8QLRQ´ RU ³(PSOR\HU´ RU ³3DUW\´ RU ³3DUWLHV´ located at 6RXWK $YHQXH *DUGHQ &LW\ 1HZ <RUN KHUHLQDIWHU UHIHUUHG WR DV WKH ³8QLYHUVLW\´ ZKHUHLQ LW LV PXWXDOO\ DJUHHG DV IR

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

ARTICLE 3 - CHECKOFF

The check-off system shall prevail and the Employer agrees to deduct from the salaries

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

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. Employees shall receive hourly wage increases as follows:

Effective:

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¶ 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 VKLIW FKDQJHV WKH 8QLYHUVLW\ VKDOO QRWLI\ WKH 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 8QLYHUVLW\¶V LPSOHPHQWDWLRQ RI DQ\ VXFK FKDQJH 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-SDLG GD\V EHFDXVH RI DQ HPSOR\HH¶V DEVHQFH LQ

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 REAS ON

A.

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. Reporting during inclement weather or when the University is closed, employees shall receive an additional ten (10%) percent differential on their base rate of pay.

ARTICLE 17 – HOLIDAYS

A. The following days are recognized as holidays:

1HZ <HEve¶V	The Day After Thanksgiving
1HZ <HDU¶V 'D\	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Martin Luther King Jr. Day
Labor Day	(PSOR\HH¶V ELUWKG
Thanksgiving Day	*9/11 Remembrance Day (Observed as a floating day)

*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) GD\¶V SD\ DW WKH KROLGD\ UDWH RI SD\ RI GRXEOH 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.

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 work days immediately preceding and immediately following the holiday, unless the illness is excused and is supported by a GRFWRU¶V QRWH 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 H P S O R \ P H Q W E \ W K H 8 Q L Y H U V L W \ Z L W K W K H H P S O determinative of the months or years of employment. The vacation year shall be from September 1st to the following August 31st ³ $ F D G H P L F < H D U ´ 9 D F D W L F 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 D Q H P S O R \ H H L V H Q W L W O H G W R L W L V D J U H H G W K D W 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:

Service	Accrual Rate Per Month
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 31st 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)

that they are to take vacation on or before August 31st of the academic year in which they are hired to avoid losing accrued vacation time).	
Five years but less than ten years	1.25 days (15 days per year)
Ten years and more	1.67 days (20 days per year)

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 E D V L V 7 K H ' H S D U W P H Q W + H D G Z L O O U H V S R Q G W R W K H 15th.

C. All vacation requests must be approved in writing in advance by the area supervisor. Employees may select any week or individual days of their choosing. If the University is closed for any period during the Christmas- 1 H Z < H D U ¶ V S H U L R G H P S O 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 8 Q L Y H U V L W \ ¶ V M X G J P H Q W Z R X O G L t Qe Wdepartmeu t H Pri tZ ity Wi K W K choice of vacation weeks shall be determined by seniority except as provided above.

E. During the two (2) week period prior to the start of the school semester; and one week of May (in the event commencement returns to campus [he U H L Q D I W H U Hexcess campu

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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. ,I D KROLGD\ IDOOV GXULQJ DQ HPSOR\HH¶V YDFDWLR
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-

academic year, they will only be paid for those sick days accrued, but unused, to that date.

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

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.

1. For dependent children of full-time employees who become employed after 9/1/94, the University will remit one-third (1/3) of the tuition charges for courses taken beginning with the first complete semester after the employee's third anniversary date; two-thirds (2/3) of the tuition charges for courses taken beginning with the first complete semester following the employee's fifth anniversary date. The remissions for courses taken beginning with the first complete semester after the employee's third anniversary date and the remissions for courses taken beginning with the first complete semester following the employee's fifth anniversary date. The child/student shall be responsible for payment of all fees charged by the University.

2. Dependent children of part-time employees who are employed as of 9/1/94 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 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 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.

3. For dependent children of part-time employees who become employed after 9/1/94, the University will remit one-third (1/3) of the tuition charges for up to two (2) courses taken beginning with the first complete semester following the employee's third anniversary date; two-thirds (2/3) of the tuition charges for up to two (2) courses taken beginning with the first complete semester following the employee's fifth anniversary date; and full tuition remission for up to two (2) courses taken beginning with the first complete semester following the employee's fifth anniversary date. The limitation contained in the second (2nd) sentence of the preceding paragraph is incorporated by reference herein.

4. 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

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

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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

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.

Uniform Allowance:

2019	$250.00
2020	$350.00
2021	$350.00
2022	$400.00
2023	$400.00

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.

2. The University may require that all personnel wear safety shoes. The University shall provide a shoe allowance applied as a credit against the purchase price of safety/work shoes each contract year in

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-

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 b

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 may provide training at no expense. Employees attending such training shall be compensated at their prevailing rate. Such training shall take place on the employees normally scheduled shift.

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 $60.00 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, 2019 and shall continue in full force and effect until June 30, 2024 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: _____	By: _____