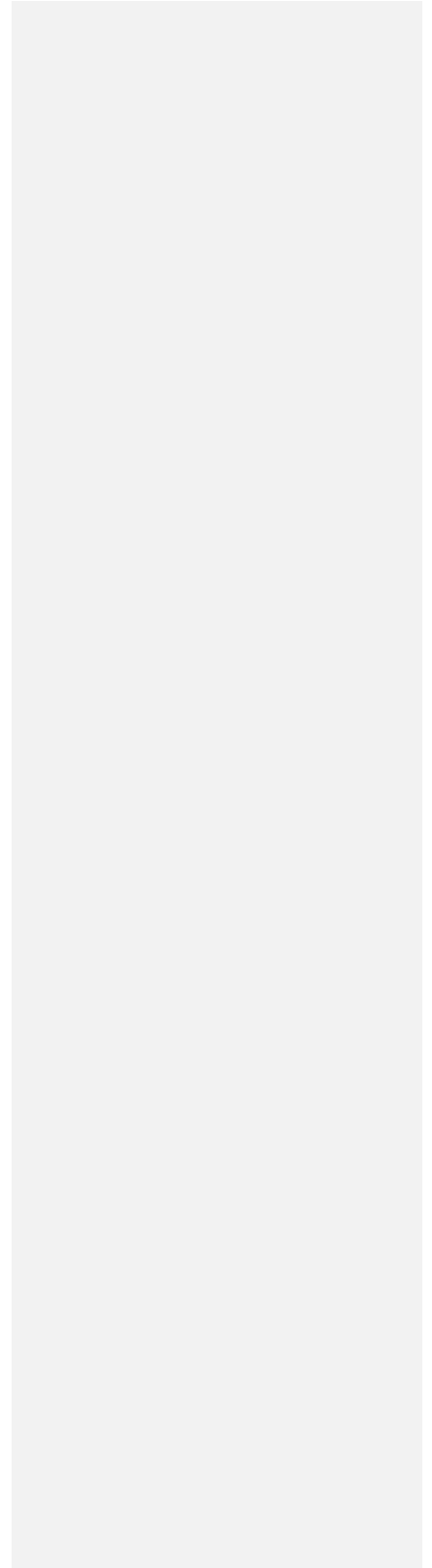


AGREEMENT  
Between  
UNION THEOLOGICAL SEMINARY  
And  
LOCAL 2110, T.O.P., U.A.W.



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AGREEMENT

This Agreement is made and entered into as of the ~~2<sup>nd</sup> 4<sup>th</sup>~~ day of ~~July,~~  
~~1999~~October, 2007, by and between UNION THEOLOGICAL SEMINARY in the City  
of New York (hereinafter called the “Employer” or the “Seminary”) and ~~The UTS~~  
~~Association of Administrative Support Personnel affiliated with District 65, U.A.W. Local~~  
~~2110, UAW~~ (hereinafter called the “Union”) acting herein on behalf of the employees as  
hereinafter defined, now employed and hereafter to be employed and collectively  
designated as the “employees.”

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WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining  
representative for the employees covered by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and  
agreements herein contained, the parties do hereby agree as follows:

1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining  
representative of the employees in the following bargaining unit:

(A) All regular full-time and regular part-time office and clerical employees defined  
by one of the following categories:

1. Regular Full-Time Employee: An employee who has a regularly assigned  
schedule of at least 35 hours per week in a position which, at the time of  
employment of the incumbent, is expected to continue for not less than  
twelve (12) months.

2. Regular Part-Time Employee: An employee who has a regularly assigned  
schedule of at least seventeen and one-half (17 ½) hours and less than thirty-  
five (35) hours per week in a position which, at the time of employment of  
the incumbent, is expected to continue for not less than twelve (12) months.

(B) Excluded from the bargaining unit are (1) Faculty; (2) Senior Officers; (3)  
Professional Personnel (Library Professional Staff); (4) Administrators; (5)  
Assistant Administrators; (6) Term Appointees (staff with letter of appointment to  
special positions for specified time) and temporary employees; (7) employees  
regularly scheduled for less than 17 ½ hours per week or who work “on-call”; and  
(8) supervisors and confidential employees as defined by the National Labor  
Relations Act.

- (C) An excluded temporary employee is one who is hired for a specified period of up to six months for a special project or to substitute for a regular employee who is on leave or vacation, or for the length of the special project or leave, but for not longer than twelve (12) months. With the consent of the Union, such periods of temporary employment may be extended in order to complete the special project or to cover a further period of a leave of absence. If a temporary employee is retained without interruption of service beyond the time limit agreed to, he or she will be considered a permanent employee and will become subject to the terms of this Agreement retroactive to the most recent date of hire.
- (D) The Employer agrees that it will not redesign or restructure positions covered by the bargaining unit as of July 1, 1987 for the purpose of converting them to part-time or casual positions that would be excluded from the bargaining unit. Whenever new positions are created to accomplish work comparable to that done by employees covered by this agreement, if permissible under law the new positions will be so classified and will be covered by this Agreement. The Employer also agrees that it will not employ students for the purpose of displacing employees.

## 2. UNION SECURITY

- (A) It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing.
- (B) All employees covered by this Agreement who have been continuously employed since July 1, 1981 and who were not members of the Union on July 1, 1981 shall not be required to join the Union.
- (C) All other employees shall become members of the Union not later than the thirtieth (30<sup>th</sup>) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- (D) For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.
- (E) An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his or her discharge, be discharged, if, during such period, the required dues and initiation fee have not been tendered.

- (F) The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and/or costs and expenses sustained by reason of any action taken under this Article.
- (G) The Employer agrees that upon receipt from the Union of individual authorization from members, in the form below, periodic union dues, initiation fees and assessments shall be deducted by the Employer from the members' pay each pay period and forwarded to the Union within seven (7) days after the last pay period of each month.

“I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union on notice from the Union such amounts including initiation fees and assessments (if any owing by me) as my membership dues in said Union as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner.”

The Employer shall promptly notify the Union of any revocation of such authorization which it receives.

### 3. RIGHTS AND RESPONSIBILITIES

#### (A) Management Rights

The Union recognizes the right of the Employer to manage its operations and to direct and control the policies and conditions of employment insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer from time to time may make or revise such rules or regulations as it may deem necessary and proper for effective operations, provided such rules and regulations shall not be inconsistent with the express provisions of this Agreement. None of these rights shall be exercised in a capricious or arbitrary manner.

#### (B) Union Rights

For the purpose of providing a means of expressing Union opinions in policy determination, and for the purpose of strengthening communication, goodwill, mutual respect and cooperation between the Employer and the Union, the Union shall reserve the right to meet with the Employer on matters which may be involved in deliberations of concern to the Union.

#### 4. CIVIL RIGHTS

The Employer will not discriminate against any employee in regard to any term or condition of employment because of race, creed, color, national origin, sex, handicap, political belief, sexual preference, marital status, age, citizenship or Union membership. The Union will not discriminate against any employee for any of the above reasons.

Comment [ES1]: 1992 MOA

#### 5. PROBATIONARY PERIOD

The first three (3) months of employment shall be a probationary period. The services of a probationary employee may be terminated at any time, at the sole discretion of the Employer. If so terminated, the employee may make no claims nor file any grievance except for payment for days worked and for statutory benefits. All employees retained beyond the probationary period shall be considered as regular employees of the Employer retroactive to his/her date of employment.

The Employer will request the concurrence of the Union in the event that extension of probation time is desired by the Employer. Such requests shall be in writing and shall include a summary statement of the general reason for the requested extension. Extensions may be for a period of one (1) month, and the Union's concurrence shall not be denied, provided that a reasonable reason is given.

The probationary period shall be automatically extended for any unpaid work days.

#### 6. SENIORITY

- (A) Definitions – Seniority is defined as the length of time an employee has been continuously employed in any capacity in the bargaining unit.
- (B) Accrual of Seniority – Seniority shall begin to accrue upon the completion of the probationary period and shall be retroactive to the last date of hire. Seniority will accrue without interruption during any period of duly authorized leave of absence, with or without pay, provided such period does not exceed six months, except in cases of leave for military service the limit shall be three (3) years. Any employee returning from an authorized leave of absence will suffer no loss of previously accrued seniority.
- (C) Application of Seniority – Seniority shall apply in determining eligibility for all benefits or preferential consideration where seniority is a factor except as may be otherwise provided by the terms of this Agreement. A part-time

employee asserting seniority rights over a full-time employee in order to avoid layoff, shall be obligated to fulfill the full-time work schedule.

- (D) Loss of Seniority –Loss of Seniority occurs when an employee: voluntarily terminates his or her employment; is terminated for cause by the Employer; willfully exceeds an official leave of absence, or is on layoff past the recall period.

#### 7. LAYOFF AND RECALL AND SEVERANCE PAY

In the event economic circumstances or reorganization result in a decision to reduce the number of employees, it is the Employer's desire to accomplish such reduction through attrition rather than layoffs to the extent it is reasonable to do so. Should the Employer nevertheless determine that layoffs are necessary, the following shall apply.

(A) Layoff

1. In the event of a layoff within a job classification in a department, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off.
2. With the exception noted below, employees shall be selected for layoff from among those in the classification in reverse seniority order. Notwithstanding the above, the Employer may vary from reverse seniority order where merit and ability to perform the functions of the job after the layoffs have been implemented are not substantially equal.
3. Employees scheduled for layoff shall be considered for any vacant bargaining unit position. Any such employee who is qualified to perform the functions of the vacant position shall be offered such vacant position, in seniority order.
4. The Employer agrees to give a non-probationary employee and the Union four (4) weeks notice of layoff.

(B) Recall

Post-probationary employees who have been laid off with less than one (1) year of seniority shall have recall rights for the greater of six (6) months or the beginning of the next academic term. Employees who are laid off with one (1) or more years of seniority shall have recall rights for two (2) years. Whenever a vacancy occurs in a job classification, employees with recall rights who have been laid off from that classification shall be recalled to work in accordance with their seniority, beginning with the employee most recently laid off, so long as the employee has the ability to perform the functions of the job. If a vacancy occurs in a classification for which no employee has recall rights,



then the employee with the most seniority will be recalled to take the vacant position if, in the judgment of the Employer, the employee can fully perform the function of the vacant position. The recall rights of an employee will be deemed waived if the employee declines a job which is offered.

(C) Severance

A permanently laid off employee shall receive the following severance benefit:

Years of Seniority	Weeks of Pay
1 through 6	4 weeks
7 through 8	5 weeks
9 through 10	6 weeks
11 through 12	7 weeks
13 through 15	8 weeks
16 through 18	9 weeks
19 through 21	10 weeks
22 through 24	11 weeks
25 and over	12 weeks

An employee who is recalled after receiving severance pay shall have his or her seniority date adjusted to the date of recall for purposes of future severance pay entitlements, unless the employee refunds the severance pay received.

(D) The Employer will provide the Union with advance notice of retrenchment or reorganization affecting the bargaining unit.

8. JOB VACANCIES AND PROMOTIONS

It remains the Employer's policy to encourage employees to seek promotional opportunities within the Seminary and to promote from within. In fulfillment of that policy the following shall apply:

(A) When it is desired to fill a bargaining unit vacancy the following procedure will be observed.

All vacancies shall be posted on bulletin boards for five days with copies of such posting promptly forwarded to the Union. The posting shall include the job description, job requirements, classification and salary range.

All employees who apply shall be considered, based on their work records, ability, relevant experience and, in the case of competing employees and where the factors listed above are substantially equal, seniority. An employee applicant who is qualified for the position shall be awarded the vacancy unless an outside applicant is

more qualified. To be considered, an application shall be filed during the five day posting period.

The Employer may not hire an outside applicant or otherwise permanently fill the vacancy during the posting period and before all employee applicants are considered.

(B) (1) The employee, if any, awarded the job vacancy shall be placed in the new position within ten (10) work days from the time notification is received by the employee that the employee has been awarded the position. If the new position is in a higher pay grade, the employee's pay rate shall be adjusted by the difference between the minimum rates of the two classifications.

(2) The employee awarded the vacancy shall be probationary for thirty (30) days, excluding all work days lost. If the employee satisfactorily completes the probationary period, the employee shall remain in that position. However, an employee may request to be removed from the new position and returned to his or her prior position within ten (10) days. The period for such request may also be the length of time, up to thirty (30) days, that the employee's old job remains vacant.

#### 9. HOURS

(A) The regular work week shall be thirty-five (35) hours except for those positions for which a forty (40) hour week has been established. The work day for full-time employees with a thirty-five (35) hour week is normally from 9:00 a.m. to 5:00 p.m. with one (1) hour off for lunch, two (2) ten minute coffee breaks per day; one-half (1/2) hour off every two (2) weeks for the purpose of cashing payroll checks. It is recognized that starting times may reasonably vary for employees in the Library and for employees hired subsequent to October 20, 1984 in any department, depending on the needs of the particular department.

The regular work week shall consist of five (5) consecutive days, except as mutually acceptable arrangements are made between the department head and employee or as agreed at the time of hire. An employee who applies for a posted vacancy which provides for a reasonable, different work week shall be deemed to be agreeing to such schedule.

#### (B) Overtime

1. Employees, except where full-time schedules vary, shall receive compensatory time off at the rate of one and one-half (1 ½) times for authorized time worked in excess of the regular full time work week, up through forty (40) hours.

Compensatory time off must be scheduled and used within sixty (60) days from the time worked. Any authorized work after forty (40) hours per week shall be paid at time and one-half.

1. Paid absences, including compensatory time off, shall be considered as time worked for purposes of computing overtime. Unpaid absences shall not be considered as time worked.
3. There shall be no pyramiding of overtime.
4. The employer may assign employees to reasonable amounts of overtime but will first seek qualified volunteers. In emergency situations an employee shall be excused from an overtime assignment. Mandatory overtime shall be limited to peak periods or periods involving unusual short term workload problems. One week's advance notice of a mandatory overtime assignment shall be given, except in unforeseen circumstances. An employee mandated to work overtime shall have the option of receiving overtime pay or compensatory time for the hours between thirty-five and forty.

C) Flexibility

The Employer shall give good faith consideration to an employee's request for flexible hour arrangements and, if agreeable, will not be deemed to be in violation of the overtime or week provisions hereof.

10. HOLIDAYS

The following eleven (11) days shall be observed as holidays:

Independence Day	Day after Christmas
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

Any of the above holidays which occur during an employee's vacation or upon a day when the employee usually does not work shall be compensated by an additional day off, taken on the specified alternate to the holiday if one is designated or at a time mutually agreeable to the employee and the Employer.

Each employee shall be allowed, on an annual year basis, one (1) personal holiday. The personal holiday shall be taken during each calendar year or forfeited and must be scheduled with the supervisor at least one (1) week in advance.

In the event employees are required to work on any of the holidays specified above, they shall be paid for all hours worked on the holiday at the rate of one and one-half times

their regular rate, and shall, in addition, receive an additional day off with regular pay, or an extra day's pay in lieu thereof at the Employer's discretion.

Full-time employees shall be allowed two (2) hours paid time off to vote on Election Day.

### 11. VACATIONS

All regular full-time employees are entitled to a paid vacation each calendar year in accordance with the schedule below. Regular full-time employees and/or regular part-time employees who work less than a five day week are entitled to proportionately less vacation (e.g., a person who works a three-day week is entitled to a vacation of 3/5 of 20, or 12 working days a year).

Regular full-time employees employed prior to October 22, 1984 shall be entitled to paid vacation days accrued in accordance with the following schedule:

Years	Paid Days
1 through 4	25
5 through 7	26
8 through 10	27
11 through 13	28
14 through 16	29
17 or more	30

Regular full-time employees employed subsequent to October 21, 1984 shall be entitled to accrue twenty paid vacation days per year for the first five years of employment and to accrue twenty-five paid vacation days per year thereafter.

For purposes of computing vacation entitlement, the year shall be deemed to begin on each July 1<sup>st</sup>. The first year of employment shall be the date of starting work through June 30<sup>th</sup>. The first year's vacation entitlement for those employed effective October 24, 1984 shall be computed as follows: At the successful conclusion of probation the employee will be deemed to have accrued 5.0 vacation days. Each month thereafter until June 30<sup>th</sup>, the employee shall accrue an additional 1.66 vacation days to a total of twenty vacation days.

Employees shall be eligible to take accrued vacation and may carry over accrued vacation for three months, e.g., September 30, past the end of the vacation year in which it was earned. Vacation not taken within this three month carry-over period shall be deemed waived, except that persons employed on or after March 1 in any year may carry over their vacation accrued as of June 30<sup>th</sup> into the next vacation year and have such days treated as though they were earned in such second vacation year.

Although vacation may be scheduled for any time convenient to both the employee and the Department Head, whenever possible employees shall use the months of June, July and August for the principal portion of their vacation. In those departments in which it is not convenient for some or all employees to take summer vacations, a mutually convenient alternate vacation period shall be arranged.

Vacation entitlement shall be proportionately reduced for any period of unpaid leave.

Vacation shall be scheduled reasonably in advance.

All employees shall be required to take as vacation days three work days between Christmas Day and New Year's each year and shall have their vacation accounts charged for such days.

## 12. BENEFIT PROGRAMS

The following benefits are currently provided by the Employer. Should the Employer provide improved health insurance coverage for any other group of employees under its policies, such improved coverage shall be made available to the employees covered hereunder.

### (A) Health Insurance

~~All regular employees have the option of choosing health insurance after three (3) months of employment. Employees may choose among four plans: Blue Cross/Blue Shield hospitalization and major medical, Healthnet Health Maintenance Organization (HMO), U.S. Healthcare HMO, and HIP/HMO. The details of the coverage provided are described in the booklets furnished to each employee.~~

~~Effective January 1, 1991, the Employer shall contribute as follows towards the cost of health insurance: individual employee coverage up to \$150 per month, dependent coverage up to \$250 per month (e.g., an additional \$100 above the amount available for individual employee coverage). Premium increases in the second year shall be paid 75% by the Employer and 25% by the employee. Notwithstanding the above, the Employer shall provide 100% of the cost for individual employee coverage for those employees covered by HMOs. It is recognized that the Employer retains the right to add or drop HMOs, providing reasonable notice to the Union. Notwithstanding the prior sentence the Employer agrees not to drop any current HMO during the life of the agreement expiring June 30, 1992.<sup>1</sup> The Employer shall provide a choice between at least a basic HMO and a point of service plan. The selection of an/or decision to change a carrier shall remain within the sole discretion of the Employer. Unless otherwise agreed to by the Union, the benefits provided by any new carrier shall be substantially comparable to those provided by a prior carrier being replaced. No unilateral change may be made in the deductible, co-insurance percentage, prescription co-pay or doctor visit co-pay.~~

Comment [ES2]: 1995 MOA

2. Individual coverage shall be provided at the Seminary's expense.  
3. Family & Employee +1 coverage – the 20% contribution shall be continued, and the indexed salary floor shall be adjusted to reflect the increasing wages. Any employee who earns less than the salary floor shall make no contribution to their health care premiums:

2004: \$33,595  
2005: \$34,603  
2006: \$35,641

**Comment [ES3]:** 2004 MOA

4. Optical: Effective July 1, 1995 the contribution rate shall be .25%

**Comment [ES4]:** 1995 MOA

All full-time employees employed as of June 30, 2001 are exempt from premium contributions. The 2 incumbent employees currently not contributing towards the premium shall be "grandfathered" in that status.

**Comment [ES5]:** 2001 MOA

**Comment [ES6]:** 2007 MOA

#### (B) Group Life Insurance

After completing six (6) months of employment all regular full-time and regular part-time employees shall be covered, at the Employer's expense, by the Employer's group life insurance plan. The benefit shall be \$7,500 an amount equal to each employee's annual base salary, to a maximum of \$50,000 per covered employee. No employee's level of life insurance benefit shall be reduced as a result of this clause.

**Comment [ES7]:** 1992 MOA

C) The Employer reserves the right to change carriers from time to time as it may determine so long as generally equivalent coverage is provided. Although the Employer agrees to enter into contracts of insurance as described above, the employer's rights are all subject to the terms of the insurance policies and the Employer does not guarantee that any particular claim will be honored by the carrier.

#### (D) The Retirement Benefit Fund

After completing one (1) full year's employment, regular employees are entitled to participate in the TIAA-CREF Retirement Plan. The Employer shall contribute 7 1/4% 8.75% of the employee's salary. The detailed provisions of the Plan, including the terms of vesting of the employee's contribution are set forth in a manual given to each employee upon becoming eligible to enroll.

**Comment [ES8]:** 2007 MOA

#### (E) Statutory Benefit

The Employer will provide all employees the benefits prescribed by law in these following programs:

Unemployment Insurance  
Disability Insurance  
Worker's Compensation Insurance  
Social Security

(F) District 65/UAW Security Plan Dental Plan

Effective Nov 1, 1990, the Employer shall contribute 2% of gross earnings for bargaining unit employees to the District 65/UAW Security Plan for the purpose of providing dental and optical benefits. From July 1, 1990 to October 31, 1990 the Employer shall contribute 1.5% of gross earnings to the Plan.

Comment [ES9]: 1992 MOA

Comment [ES10]: 1992 MOA

Payments shall be made four (4) times per year on a quarterly basis on or before the 15<sup>th</sup> day of January, April, July and October. These quarterly payments shall be made in advance and any adjustments will take place at the end of the particular quarter.

(G) The Employer further agrees to submit with each Security Plan payment a list of all employees covered by this Agreement, showing quarterly earnings of each employee, and such information which may otherwise be reasonably required by District 65 Security Plan Office to guarantee the sound and efficient operation of the Plan. The District 65 Security Plan agrees to provide the Employer, semi-annually upon request, a report of receipts and disbursements including benefits paid out.

(H) An employee whose job requires at least 25 hours per week of work on a video display terminal shall be entitled once each year to an eye examination to determine whether prescription lenses are required or require modification. The Seminary shall make the appropriate arrangements with a provider of such services located above 96<sup>th</sup> Street. The Seminary shall either contribute the required per month contribution for single and dependent coverage, respectively, to the currently-available GHI plan or, at the employee's election, shall pay the same amount being paid at the time of conversion towards the premium for coverage under the Seminary's contributory Cigna plan or any successor thereto.

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### 13. LEAVES

(A) Sick

Each regular employee who works a five (5) day week will be paid for absence due to personal illness according to the following schedule:

<u>Years</u>	<u>Days</u>
1 through 3	12
4 through 5	13
6 through 7	14
more than 7	15

An employee who works less than a five (5) day week is entitled to a prorated amount of sick days.

Up to five days each year may be used for the employee to care for an ill or injured dependent child of the employee.

In the case of an employee's first and/or last calendar year of employment, the number of paid sick days will be prorated. Upon satisfactory completion of probation a new employee shall be credited with three months accrual.

Unused sick days will accumulate, to the credit of the employee, to a maximum of sixty (60) days accumulation. The accumulated time may be used only for absence due to personal illness or injury.

Upon retirement at age 65 or more or upon voluntary termination after twenty-five years or more of service, an employee will receive a day's pay for each of the first thirty sick days accumulated and one-half day's pay for each accumulated sick day between thirty-one and sixty.

It is the responsibility of the employee to notify the department head as early as possible, but not later than 9:30 a.m., when illness or any other cause prevents the employee from coming to work. Unless other arrangements are approved by the Department Head or the absence is expected to be for a specified duration which is communicated to the Department Head, employees shall call in each day of expected absence.

After three (3) successive days of illness, the Employer may request from the employee proof of illness.

(B) Bereavement Leave

In the event an employee suffers a death in the immediate family (spouse, spouse equivalent and/or domestic partner, parent, parent-in-law, child, grandparent, grandchild, brother or sister) up to three (3) days of bereavement leave with full pay will be allowed.

When an employee suffers a death in the non-immediate family (e.g., aunt, uncle or brother/sister-in-law), one (1) day's absence with full pay will be allowed.

In cases where an employee must travel great distances to be with the family because of a death in the family, consideration will be given to a request for additional travel time.

(C) Military Service

All rights afforded by law shall be granted.

(D) Disability Leaves

An employee shall be entitled to a disability leave of absence for the lesser of one (1) year or the length of the employee's seniority. The Employer, in its sole discretion, may extend the leave period. The Employer shall continue to provide medical coverage



during the first nine months of such leave. During the first two months of such leave, vacation and sick leave benefits shall continue to accrue. Pregnancy disability shall be treated the same as any other temporary disability.

An employee with knowledge that he or she will require a disability leave shall provide as much advance notice as possible, up to two (2) months, of the expected beginning date and duration of the required leave. If the leave will not be for a certain duration, the employee shall provide at least one (1) month's notice, or as close thereto as possible, of intended return to employment.

The Employer reserves the right to require satisfactory medical certification of good health and ability to perform all job functions prior to the employee's return to employment.

After the employee's current and accumulated sick leave is exhausted, the employee will be entitled to up to twenty-six (26) weeks of disability benefits, as provided by law. However, the employee on a disability leave may elect instead to use his or her accumulated sick leave at the rate of one-half (1/2) day's sick pay for each day of absence for disability after the current year's accrual is exhausted.

An employee with at least nine (9) full years of seniority may elect to use his or her accumulated sick days at the rate of one-quarter (1/4) day's sick pay for each day of absence for disability, after the current year's accrual is exhausted.

The Employer will provide supplementary payments to an employee with at least nine (9) full years of seniority and who has fully used his/her sick leave accumulation, if necessary, to ensure that the employee receives seventy-five (75%) percent of salary, during the period the employee is receiving statutory disability benefits.

(E) Child Care Leave

A leave of up to seven (7) months shall be available for the sole purpose of remaining at home to care for the employee's new-born natural child or newly adopted child of pre-school age. Such leaves shall be requested at least two (2) months in advance, if possible.

Benefits shall not accrue during child care leave, except that seniority shall accrue as provided in Article 7. Insurance coverage shall be available at the employee's expense.

When possible, the Employer shall place an employee returning from disability or child care leave in a job in the same pay grade as held by the employee prior to the leave. In the event the employee requests a leave of four (4) months or less and returns as scheduled he or she shall be returned to the same job as filled prior to the leave.

(F) Unpaid Leave

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The Employer shall give good faith consideration to requests for unpaid leaves of absence of up to six months. The Employer shall retain the option to deny said leave request based on staffing considerations. Such leave shall not be for the purpose of taking alternative employment.

Comment [ES11]: 1998 MOA

#### 14. JURY DUTY

An employee who is called for jury duty will be paid his or her regular salary for up to fifteen (15) days of jury service. Whenever an employee receives the above mentioned regular pay during absences for jury service, the employee will turn over to the Employer payments received for jury duty, less the amounts paid for travel expenses. If jury duty is required beyond fifteen days, the employee may charge such time against vacation time or take leave without pay.

#### 15. COURSE PRIVILEGES

Subject to work schedules so permitting and satisfactory arrangements being made in advance for lost work time to be made up, a regular full-time employee may audit courses and/or take up to three credits per semester at UTS without tuition being charged. Approval must be secured in advance from the Department Head, Registrar's Office and, if taking courses for credit, the appropriate admissions committee.

#### 16. RETIREMENT

Normal retirement age under the pension plan is sixty-five (65).

Employees who retire at or after age sixty-five (65), or who voluntarily terminate after twenty-five or more years of service shall receive an additional retirement payment of (1) month's pay (e.g., four and one-third (4 1/3) week's pay) plus accumulated sick leave as provided for in Article 13, Section A. An employee with at least ten (10) years of seniority at the time of retirement who had either been involuntarily reduced in hours of employment within four (4) years of his or her retirement, or who had worked more years at the greater number of hours than at the involuntarily reduced number of hours, shall receive the month's pay based on the number of hours regularly worked prior to the reduction.

The termination date of a retiring employee with accrued vacation shall be the date such vacation would end assuming it were taken immediately after the employee's last day of work. The employee shall not be entitled to any holiday falling during such terminal vacation period.

## 17. DISCHARGE

After completion of the probationary period an employee may only be discharged or disciplined for cause. Cause shall include, without limitation, insubordination, continued tardiness or excessive absence, failure to perform duties satisfactorily and misconduct.

It is recognized that, generally, discipline is only appropriate after the employee has been advised of the problem area(s) or behavior requiring correction, and of the need for improvement. Generally, an employee must be given an appropriate time period in which to attempt to achieve such improvement or correction.

Generally, discharge is only appropriate after a written disciplinary warning has been given to the employee. The circumstances in which written warnings are normally required include minor behavioral problems, unsatisfactory job performance, and excessive absenteeism or tardiness. The circumstances in which written warnings are not normally required include serious misconduct and gross insubordination.

Whenever an employee is given a written warning, a copy shall be forwarded within twenty-four hours to the Local President unless the employee, in writing, requests the Employer not to do so. The Employer will not give any written warnings or discharge any employee without first notifying the Personnel Officer and the employee's department head.

The Employer shall notify the Union and the Local President within twenty-four hours of any discharge for cause.

## 18. GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute between the Employer and the Union concerning the interpretation or application or alleged breach by one of the parties of any of the terms of this Agreement. Grievances shall be processed in the following manner:

STEP 1. Any employee feeling him or herself aggrieved shall within five (5) working days from the time the grievance arose, or when the employee should have become aware of it, discuss the issue with the immediate supervisor either alone or, at the employee's option, accompanied by a local representative of the Union. The immediate supervisor shall give an answer to said grievance within five (5) working days.

STEP 2. If the grievance is not settled satisfactorily in the Step 1, then within five (5) working days after receipt of the immediate supervisor's answer referred to in Step 1, the employee shall file a written grievance with the grievant's Department Head or his or her designee. A grievance so presented shall be answered by the Department Head or that person's designee within five (5) working days after its presentation. Whenever possible, a written grievance shall specify the contractual provision, if any, allegedly breached and the facts asserted in support of the grievance.

STEP 3. If the grievance is not satisfactorily settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented to the Personnel Officer or his or her designee who shall, within five (5) working days of the receipt of said grievance, discuss the matter together with the Union representative, the supervisor, and the aggrieved employee, unless the employee waives the right to be present. The Personnel Officer or his or her designee shall render a written decision within ten (10) working days after the meeting.

STEP 4. The aggrieved employee accompanied by the Union representative may submit the issue in writing the Vice President, Finance and Administration, or his or her designee within five (5) working days of the written decision reached in Step 3. The Vice President or the designee shall render his or her decision in writing within ten (10) working days after full presentation of the grievance.

STEP 5. A grievance which has not been resolved may, within fifteen (15) working days after completion of Step 4 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing.

The fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the parties.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning discharge for cause shall be presented initially at Step 3 within five (5) working days from the time of the discharge.

Without waiving their statutory rights, a grievance either on behalf of the Employer or the Union may be presented initially at Step 3 by notice in writing delivered to the President of the Union or to the Personnel Officer, respectively.

All grievance meetings shall occur at the Employer's facility.

Any disposition of a grievance from which no appeal is taken within the mandatory time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. The time limits specified herein may only be extended by written agreement.

A grievance which affects a substantial number or class of employees, and which the Employer representatives designated in Step 1 and 2 lack authority to settle, with the consent of the Personnel Officer may initially be presented at Step 3 by the Union representative.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and he or she shall have no power to add to, subtract from, modify, alter or amend in any way the terms of this Agreement.

It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

#### 19. HEALTH AND SAFETY

The Employer agrees to use its best efforts to provide and maintain a safe and healthful workplace. A joint Health and Safety Committee shall be established. This Committee shall discuss matters of mutual concern affecting employee health and safety and may make recommendations to the Vice President, Finance and Administration. The Employer will examine workstation design and, where appropriate, make reasonable efforts to prevent eyestrain and/or physical strain caused by workstation design.

- (A) No employee shall be assigned to work in a hazardous area.
- (B) The Seminary recognizes its obligations to comply with the law with regard to asbestos removal. The Seminary shall provide the Union with copies of all notices, testing results and clearance reports related to asbestos work. Such notices shall be provided in a timely manner.
- (C) The Seminary shall comply with ASHPAE standards on heating and ventilation.
- (D) The Seminary shall make available a list of any known harmful or toxic substances present in the facilities.
- (E) The Health & Safety Committee shall meet as often as necessary, but at least twice a semester during the 1992-93 school year and at least once each semester thereafter.
- (F) The Seminary will take into account the best available information concerning safety and ergonomic design to prevent eyestrain and musculoskeletal problems with computer work stations and will bear in mind possible hazards arising from exposure to low frequency electro-magnetic fields.

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Comment [ES12]: 1992 MOA

#### 20. NEW TECHNOLOGY

The Employer shall notify the Union reasonably in advance of any introduction of automation or equipment that is expected to result in either a reduction or displacement of bargaining unit employees or changes in one or more job classifications. In the case of layoff or displacement of employees due to technological change, the employer will endeavor to provide reasonable training to enable employees to learn to use the new equipment or to acquire the necessary skills.

In the event the employee fails to complete the training to the satisfaction of and within reasonable time limits established by the Employer, the layoff provisions of this Agreement shall apply.

The Seminary shall provide adequate training on work time, for employees required to operate new technology, including new computer software programs.

Comment [ES13]: 1992 MOA

## 21. UNION ACTIVITY

- (A) All employees shall be permitted to take one hour of work time, with pay, four times per year to attend Union meetings. Such meetings shall be scheduled in consultation with the Personnel Director.
- (B) A Union representative and an aggrieved employee shall have paid time off for the meetings specified in the grievance procedure, as is the current practice.
- (C) Union representatives may apply for leave without pay to do Union business. Such application shall not be unreasonably denied.
- (D) The Employer shall provide bulletin board space for the Union to use in a place of reasonable access to the employees.
- (E) The Local President and two stewards may take off two hours early, with pay, once every other month for the purpose of attending the Union's General Council meetings.

## 22. MISCELLANEOUS

- (A) Whenever notice is required or permitted to be given from one of the parties of this Agreement to the other, it shall be deemed to be given if mailed by registered mail or delivered, if to the Employer, to UNION THEOLOGICAL SEMINARY, Attention of the Personnel Officer, 3041 Broadway, New York, NY 10027, and if mailed or delivered to the Union to ~~UTS ASSOCIATION OF ADMINISTRATIVE SUPPORT PERSONNEL DISTRICT 65/UAW, in care of the then current President of the Association, at his or her Seminary office. Another copy shall be mailed to District 65-Local 2110 UAW, 256 West 38<sup>th</sup> Street, Suite 704, New York, NY 10018.~~
- (B) The Employer shall provide the shop steward and the ~~District Office~~Union with written notice of all new hires, terminations and reclassifications of employees within two weeks thereof.
- (C) The Employer shall, before 6:00 a.m. on an appropriate day, notify radio stations to make public announcements if it should become

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necessary to close UTS because of dangerous weather conditions or local disaster.

**23. NO-STRIKE, NO-LOCKOUT**

The Employer agrees that during the term of this Agreement there shall be no lockout of any kind.

The Union, on behalf of itself and its members, agrees that during the term of this Agreement there shall be no strike action of any kind. The Union shall not be held liable for a breach of this provision if, immediately upon receiving notice of an alleged breach by employees, it takes all reasonable steps to bring such breach to an end, including advising the employees orally and in writing that their action is in violation of this Agreement.

**24. WAGES AND MINIMUMS**

Employees employed on the effective dates specified below shall receive the specified percentage increase in their base salary:

~~July 1, 1990 - September 1, 2007 - 5% or \$20 per week, whichever is greater~~ ~~3.5%~~  
~~July 1, 1991 - September 1, 2008 - 4%~~ ~~3%~~  
 September 1, 2009 - 3%

**Comment [ES14]:** 2007 MOA

The minimum hiring rates for the duration of this Agreement shall be as follows:

	<del>July 1, 1990</del>	<del>July 1, 1991</del>	
<del>Grade I</del>	<del>\$13,755</del>	<del>\$14,305</del>	
<del>Grade II</del>	<del>\$14,904</del>	<del>\$15,550</del>	
<del>Grade III</del>	<del>\$16,500</del>	<del>\$17,160</del>	
<del>Grade IV</del>	<del>\$19,250</del>	<del>\$20,020</del>	
<del>Grade V</del>	<del>\$21,210</del>	<del>\$22,058</del>	
<del>Grade VI</del>	<del>\$22,354</del>	<del>\$23,248</del>	
	<del>September 1, 2007</del>	<del>September 1, 2008</del>	<del>September 1, 2009</del>
Grade II	\$27,485	\$28,310	\$29,159
Grade III	\$28,932	\$29,780	\$30,694
Grade IV	\$33,554	\$34,561	\$35,598
Grade V	\$36,970	\$38,079	\$39,221
Grade VI	\$38,964	\$40,133	\$41,337

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**Comment [ES15]:** Please see attached Excel document of wage increases from July 1, 1992 - 2006.

Incumbent employees who will not receive the appropriate minimum by the application of the general wage increase shall receive such additional amount as is necessary to bring their salaries to the appropriate minimums.

25. CLASSIFICATIONS AND CLASSIFICATION COMMITTEE

(A) There shall be ~~six~~ five wage classifications. All employees shall be classified and titled as follows:

<u>Classification</u>	<u>Title Examples</u>
<del>I</del>	
II	Desk Attendant
III	Library Assistant
	Office Service Assistant
	Clerk (e.g., Accounting Mailroom, Shipping & Receiving)
IV	Secretary
	Gift Information Assistant
	Book Service Assistant
	Recruiting & Admissions Computing
	Services Assistant
	Mailroom Assistant
V	Library Associate
	Administrative Assistant V
VI	Administrative Assistant VI

**Comment [ES16]:** 1995 MOA: Grade I was eliminated

(B) An employee shall only be reclassified if it can be established that since the effective date of the Agreement there has been a substantial and meaningful change in job content which justifies reclassification to either another existing title in another classification or to a new title at the level of another existing classification.

Step One - An employee who believes he or she is entitled to be reclassified shall file a Request for Reclassification (the "Request") with the Personnel Director. Such Request shall specify the classification and a description of the change in job content upon which he or she is relying.

The Personnel Director, after investigation, which may include appropriate interviews, shall issue a written response within twenty work days.

Step Two - An employee whose Request has been denied by the Personnel Director may appeal the decision to the Reclassification Committee (the "Committee") within ten work days of the denial by the Personnel Director.



The Committee shall consist of five members, two designated by the Union, two designated by the Employer and one designated by the first four. The Committee shall adhere to such rules of procedure as have been agreed upon in advance and in writing by the Employer and the Union. The Committee shall be required to issue any decision within 60 days of hearing the matter.

Comment [ES17]: 1995 MOA

Step Three - Either the Union or the Employer may appeal an adverse decision of the Committee by filing a demand for arbitration with the American Arbitration Association within fifteen work days of the decision of the Committee.

C) (1) The sole issue for decision at each of the above steps shall be whether the employee has established that since the effective date of the Agreement he or she has had a substantial and meaningful change in job content which justifies reclassification, as described in paragraph B above.

(2) If the issue is decided affirmatively it shall be within the Employer's discretion to either upgrade the employee or reduce the duties or responsibilities which were added and which formed the basis for the affirmative decision.

(3) If the issue is decided affirmatively, the employee shall receive the appropriate salary differential from the date of the decision at Step One. If the Employer opts to remove the additional duties or responsibilities referred to in paragraph c) (2), the differential shall nevertheless be paid from the date of the decision in Step One to the date of the removal of such duties or responsibilities.

(D) An employee reclassified to a higher classification shall receive an increase in salary equal to the difference between the minimum of the old and new classification.

(E) The Employer shall advise the Union of the classification in which it proposes to place newly created titles prior to posting such positions. Should the Union not agree with the Employer's decision it may grieve the issue directly at Step Four of the grievance procedure in Article 18 hereof.

## 26. LABOR-MANAGEMENT COMMITTEE

The parties shall create a committee with four Union designated representatives, one each from Development, Academic Affairs, Library and Finance and Administration, and an appropriate number of management-designated representatives not to exceed four. The purpose of the committee is to provide a communications vehicle to and from the bargaining unit. Co-Chairs shall be appointed.

When either party wishes to schedule a meeting, it shall put its request in writing, describing the items for discussion. The committee shall not discuss subjects which are the subject of grievances or are more appropriate for collective bargaining. Conversely,

the fact that a subject has been discussed by the committee shall not limit a party's right with regard to the filing of a grievance or making a proposal in bargaining.

27. TERM OF AGREEMENT

1. This Agreement shall be in full force and effect for the period commencing | ~~July 1, 1990-September 1, 2007~~ through and including ~~June 30, 1992~~August 30, 2010.

2. The Employer and the Union agree to enter into discussion relative to a renewal or termination of this Agreement no later than the sixtieth (60<sup>th</sup>) day immediately preceding the termination of this Agreement.