

CONTRACT
BETWEEN
PRATT INSTITUTE
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153 AFL-CIO

July 1, 2018 - June 30, 2022

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	HIRING	1
ARTICLE III	NON-DISCRIMINATION	1
ARTICLE IV	UNION SECURITY	2
ARTICLE V	MAINTENANCE OF STANDARDS	2
ARTICLE VI	SUBCONTRACTING	3
ARTICLE VII	CHECK-OFF OF UNION DUES & INITIATION FEES.....	3
ARTICLE VIII	WORK SCHEDULE	4
ARTICLE IX	HOLIDAYS	5
ARTICLE X	VACATIONS	6
ARTICLE XI	SICK LEAVE - LEAVE OF ABSENCE.....	7
ARTICLE XII	PROBATIONARY EMPLOYEES - SENIORITY	9
ARTICLE XIII	PROMOTIONS, DEMOTIONS AND TRANSFERS.....	10
ARTICLE XIV	RATES OF PAY.....	10
ARTICLE XV	MINIMUM RATES.....	11
ARTICLE XVI	LONGEVITY	13
ARTICLE XVII	LAYOFFS AND RECALL	13
ARTICLE XVIII	SEVERANCE PAY	14
ARTICLE XIX	DISCHARGE	15
ARTICLE XX	HEALTH FUND.....	15
ARTICLE XXI	PENSION	17
ARTICLE XXII	TUITION REMISSION.....	17
ARTICLE XXIII	BULLETIN BOARDS.....	18
ARTICLE XXIV	TECHNOLOGICAL CHANGES	18
ARTICLE XXV	GRIEVANCE AND ARBITRATION.....	19

ARTICLE XXVI	PICKET LINES	20
ARTICLE XXVII	UNION VISITS	21
ARTICLE XXVIII	REVIEW OF PERSONNEL FILES	21
ARTICLE XXIX	SEPARABILITY	21
ARTICLE XXX	SUCCESSORS	21
ARTICLE XXXI	OFFICE TRANSFER	21
ARTICLE XXXII	SAFETY	22
ARTICLE XXXIII	NO STRIKES - NO LOCKOUTS	22
ARTICLE XXXIV	TERM OF AGREEMENT.....	23

AGREEMENT entered into this 17th day of September 2018, between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, hereinafter referred to as the "UNION", and the Administration of PRATT INSTITUTE, its successors or assigns, hereinafter referred to as the "Employer" or "Institute".

WHEREAS, on October 16, 1972 the Union was designated, pursuant to an election under the auspices of the NLRB, as the representative for the purpose of collective bargaining of the employees in the collective bargaining unit hereinafter set forth; and

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure the uninterrupted operation of the Institute.

WHEREAS, it is the intent and desire of the parties hereto to foster and promote sound, stable and harmonious cooperation between the Institute and its employees, free of harassment or bullying of any kind, and to establish a basic understanding relative to rates of pay, hours of work, a safe and healthy work environment and other conditions of employment, and to accomplish professional and respectful resolutions of any dispute which may arise.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE I **RECOGNITION**

The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and regular part-time office, clerical and technical employees located at all of its places of business within the City of New York, exclusive of supervisory employees, administrative assistants and confidential employees. Regular part-time employees are those whose normal work week is twenty (20) hours or more per week.

ARTICLE II **HIRING**

The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by this collective bargaining agreement, it shall notify the Union of and post electronically through its HR system the number and type of employees desired and the Union shall endeavor to supply such help. The Institute will notify the Union of all new bargaining unit hires in writing (which may be by e-mail or other electronic means) within fifteen (15) days of the start of employment.

ARTICLE III **NON-DISCRIMINATION**

Section 1. The Employer agrees that it will not discriminate against an employee because of his/her activity as a member of the Union.

Section 2. Neither the Institute nor the Union shall discriminate against or in favor of any employee on account of race, color, religion, creed, national origin, political belief, sex, sexual orientation, marital status, citizenship status, age, disability or membership in or non-membership in the Union or activity on behalf of the Union.

Section 3. The Union agrees to give its full support to the Human Rights policy as issued by the President of Pratt Institute.

ARTICLE IV **UNION SECURITY**

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

Section 2. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.

Section 3. The Employer may, by mutual agreement, hire temporary employees during periods of peak work loads. After sixty (60) days of employment such temporary employees shall either be severed from employment or shall become permanent employees and, as a condition of employment, on the sixty-first (61st) day become and remain members of the Union in good standing, with the exception of persons employed for specific periods for more than sixty (60) days and less than one (1) year under the terms of a Grant to the Institute. The Employer, in addition, may hire temporary employees for the purposes of replacing persons on leaves granted under this Agreement in Article XI where there are insufficient job applicants to fill openings posted in accordance with this Agreement, and for short-term projects or other needs not to exceed six (6) months with the advanced consultation of the Union and its agreement which will not be unreasonably denied. Such temporary employees will not be required to join the Union and will be severed when the person on leave returns or suitable applicants are located. If the person on leave does not return, the position shall be posted in accordance with this Agreement. The Institute further agrees that diligent efforts shall be made to attract permanent employees for all open positions.

Section 4. The Institute agrees to supply the Union with the name, sex, date of birth, social security number, address, salary, date of hiring, classification of employees covered by this Agreement within thirty (30) days of the date of execution. At the time a new employee to be covered by the Agreement becomes a member of the Union, this information will be supplied to the Union. Thereafter, the Union shall be notified of all salary changes, change of address, resignations, retirements, death, dismissals, leaves of absence, promotions and transfers as they occur. In addition, a compilation of how the amount due a separating employee was calculated shall be supplied prior to separation.

ARTICLE V **MAINTENANCE OF STANDARDS**

The terms and conditions of employment set forth in the Agreement shall govern the relationships between the Employer and the employees covered by it and no deviation from or modification of said terms and conditions of employment shall be permissible. However, if prior to this Collective Bargaining

Agreement there was a past practice generally in effect throughout the Institute which was still in effect at the date of this Agreement and not specifically modified by this Agreement which provided more favorable terms of employment for the employees in the bargaining unit, then such more favorable terms and conditions shall continue, provided further that any question as to whether a specific term or practice was in general effect shall be subject to the grievance and arbitration provisions hereof.

All benefits heretofore enjoyed by regular part-time employees, as herein above defined, on a full or pro-rated basis, shall continue.

ARTICLE VI **SUBCONTRACTING**

Section 1. No work which has been normally or customarily performed by employees within the job classification covered by this Collective Bargaining Agreement shall be subcontracted by the Employer to any outside source or agency, unless both parties agree. Nothing herein contained shall limit the Employer from continuing subcontracting work where heretofore done, such as computer service on payroll, audio visual and printing services, all of which are deemed to be past practices and authorized hereunder.

Section 2. No supervisor shall regularly perform any work normally or customarily assigned to employees covered by this Collective Bargaining Agreement.

ARTICLE VII **CHECK-OFF OF UNION DUES & INITIATION FEES**

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

Section 2. Dues will become due and payable in the first payroll period effective with the first week following thirty (30) days of employment, except as modified by Article IV, Section 3. Initiation fees become due and payable according to the fee payment schedule approved by the Union's Secretary-Treasurer. The Union will indemnify and hold the Institute harmless for any claims by employees against the Institute arising out of the Institute's withholding of union dues or initiation fees.

Section 3. The Employer will deduct unpaid Union dues and initiation fees from the final pay check of any eligible employee member.

Section 4. Any change in the rate of dues and/or initiation fees will be put into effect in the deductions made by the Employer in the first week of the month following receipt by the Employer of at least thirty (30) days' written notice of the change from the Union.

Section 5. The Union agrees to file an initiation fees and dues deduction assignment form with the Employer, prior to such deduction.

ARTICLE VIII
WORK SCHEDULE

Section 1a. From the beginning of the workweek that includes Freshman Orientation through the end of the workweek that includes Commencement, seven (7) hours shall constitute one full day's work, thirty-five (35) hours shall constitute one week's work, Monday through Friday, inclusive. From the Monday following Commencement through the Friday preceding Freshman Orientation, for a total number of days on summer hours of sixty-three (63), six (6) hours shall constitute one full day's work; thirty (30) hours shall constitute one full week's work, Monday through Friday inclusive. The parties will discuss alternative summer hours if Pratt does the same for Administrators and provides advance notice and an opportunity to discuss proposed changes to the union, including compensation for additional hours worked, if any.

1b. The Institute agrees in principle to flextime scheduling of the seven (7) hour work day/thirty-five (35) hour work week (six (6) hour work day/thirty (30) hour work week in summer) when practical. The Institute reserves the right to establish the work schedules and level of employee coverage in each institute operation.

1c. In the event the Heat Index (H.I.) reaches a level of 85 or above at any two (2) successive readings beginning at 10:00 a.m. and 11:00 a.m. on any work day, the employees shall be released at 12:00 p.m. The same sequence shall apply in regular 1-hour intervals throughout the shift. Measurements will be taken and verified on a local basis, with measurements taken within individual affected workspaces, with the designated spaces agreed to by the Institute and the Union. Employees will be released or receive compensatory time, if required to remain at work, if measurements in their work area exceed the relevant threshold. In the event that the actual internal office temperature for an employee is below 58 degrees Fahrenheit and remains below 58 degrees one (1) hour after the initial reading, employees in the impacted offices shall be released upon the second reading. Notwithstanding the above, an employee who would otherwise be released may be required to remain at work by his/her supervisor to maintain office operations. In that event the employee will receive compensatory time on a straight time basis to be taken at a later date, but not later than three (3) months after the compensatory time is incurred. The H.I. provisions of this paragraph do not apply to employees working in air conditioned offices or departments.

1d. In the event that the requirements of this paragraph would require the release of employees or the payment of compensatory time, the Institute may, in its sole discretion, relocate the impacted employees to a work space that is heated or air conditioned (as the case may be) rather than releasing or paying compensatory time.

1e. All releases for cold temperature or H.I. must be reviewed and approved by the Institute's Director of Environmental Health and Safety or another appropriate Pratt official designated by the Institute. The Institute will inform the Union of the designation of the official.

1f. All work performed in excess of thirty-five (35) hours per week shall be compensated for at the rate of time and one-half (1½) the regular rate of pay. Paid time shall be included in computing the thirty-five (35) hours.

1g. All work performed on Saturday shall be compensated for at one and one half (1 ½) times the regular rate of pay. All work performed on Sunday shall be compensated for at two (2) times the regular rate of pay. These premium rates shall not apply where Saturday and/or Sunday are a regularly scheduled work day.

1h. All work performed on holidays shall be compensated for at two (2) times the regular rate of pay plus a day off within thirty (30) days thereafter.

1i. There shall be no pyramiding of premium pay.

1j. All monies due for overtime shall be paid at the same time regular salaries are paid and no more than one week's accrual of overtime money shall be permitted at one time.

1k. Overtime shall be performed at the request of the Supervisor. The Employer agrees that he will not discharge or discriminate against an employee who has a legitimate excuse for refusing to work overtime.

Section 2. Employees shall be granted two (2) fifteen (15) minute coffee breaks per day; one in the morning and one in the afternoon. Such breaks shall not result in the closing of any office.

Section 3. The Institute agrees to pay a night differential of five percent (5%) for work performed on a regularly scheduled basis after 6:00 p.m. or before 6:00 a.m. This provision does not include persons who work occasional overtime beyond 6:00 p.m.

ARTICLE IX **HOLIDAYS**

Section 1. All employees shall receive the following holidays or days observed as such, with pay; provided that the employee works the scheduled work day before and after the holiday (unless the employee is on a regularly scheduled and authorized leave):

- New Year's Day
- Dr. Martin Luther King Day
- Presidents Day
- Good Friday*
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Friday After Thanksgiving
- Winter Break (6 days)
- Employee's Birthday

* Pratt may convert Good Friday to a floating holiday. Once so converted, any employee who requests Good Friday as a floating holiday with at least two (2) weeks notice will be given the day off.

Section 2. The six Winter Break days referred to in Section 1, above, shall be observed in December 2018 as December 24th through December 31st inclusive; December 2019 as December 24th through December 31st inclusive; December 2020 as December 24th through December 31st inclusive; and December 2021 as December 24th through December 31st inclusive.

Section 3. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

Section 4. In the event that any of the above enumerated holidays fall on a regular work day and employees are not required to work, such holiday shall be considered as a day worked for purpose of computing overtime.

Section 5. In addition to the above holidays, employees shall be granted four (4) discretionary or personal days off with pay for any reason whatsoever. Except in cases of emergency, prior notice shall be given. Discretionary days accrue on the basis of 1 day per quarter and may not be carried over from academic year to academic year. Employees are not compensated for unused discretionary days upon termination. Up to two (2) of these discretionary days may be used by employees in hourly increments.

ARTICLE X **VACATIONS**

Section 1. All full-time and regular part-time employees (on a pro-rata basis) shall be eligible for paid vacation. For the purpose of this article, individuals employed on or before the 15th of any month will receive credit for the entire month. Individuals employed on the 16th of the month or thereafter will begin to receive credit for vacation on the first day of the following month.

Section 2. The vacation year is defined as September 1st through August 31st. Vacation days earned during this period must be taken within the twelve month period following the end of the vacation year, e.g. vacation days earned during the vacation year September 1, 2018 to August 31, 2019, must be taken by August 31, 2020. Vacation days not taken in accordance with the above will be forfeited. In special cases, a waiver in writing may be authorized by the Director of Human Resources.

Section 3. In the event of termination for any reason, all accumulated vacation shall be paid to the employee in full, or his/her designated beneficiary in the event of death.

Section 4. Senior employees shall be given preference in selecting vacations.

Section 5. A vacation schedule shall be prepared by the Employer and presented to the employees by May 1st of each year.

Section 6. Rate of accrual.

6a. Employees who are hired on or before August 31, 1999, shall earn vacation as follows:

<u>Length of Service In the Unit</u>	<u>Accrual Rate</u>
1 to 12 months	1 day per month - maximum of 12 days
13 to 23 months	1.5 days per month - maximum of 18 days
24 to 60 months	1.83 days per month - maximum of 22 days
60 or more months	2.25 days per month - maximum of 27 days

6b. Employees hired on or after September 1, 1999, shall earn vacation as follows:

<u>Length of Service In the Unit</u>	<u>Accrual Rate</u>
0 - 6 months	None
7 - 12 months	5 days
1 - 3 years	10 days
3 - 5 years	15 days
5 - 25 years	20 days
after 25 years	25 days

Section 7. Vacation for regular full-time employees who work on a schedule of less than twelve months a year, shall be prorated, on the basis of months worked.

Section 8. Regular part-time employees shall receive proportionate vacation on the basis of the number of hours worked per week.

ARTICLE XI

SICK LEAVE - LEAVE OF ABSENCE

Section 1a. All employees hired on or after July 1, 1995, shall earn sick leave at the rate of 0.833 days for each continuous month of service, to a maximum of ten (10) days for the first full year of employment. Sick leave shall be computed based on the original date of hire in a permanent position in the bargaining unit. After successful completion of one (1) full year of service, employees shall earn sick leave at the rate of one (1) day per month for each continuous month of service, to a maximum of twelve (12) days for each subsequent year of full employment.

At the end of each academic year, unused sick leave shall be placed in a reserve bank. Employees shall be eligible to accumulate a maximum bank of sixty (60) days.

When an employee has reached the maximum bank of sixty (60) days, no additional days may be placed in the bank unless the bank is reduced due to illness. Further, during each fiscal year the employee shall temporarily accrue sick days as indicated in Section 1c, below. If at any time the employee earns more than the maximum bank of sixty (60) days, plus the current year's accrual, the excess shall be forfeited.

Section 1b. All employees hired prior to July 1, 1995, shall earn sick leave at the rate of one (1) day per month for each continuous month of service, to a maximum of twelve (12) days for each subsequent year of full employment.

At the end of each academic year, unused sick leave shall be placed in a reserve bank. Employees shall be eligible to accumulate a maximum bank of sixty (60) days.

When an employee has reached the maximum bank of sixty (60) days, no additional days may be placed in the bank unless the bank is reduced due to illness. Further, during each fiscal year the employee shall temporarily accrue sick days as indicated in Section 1c), below. If at any time the employee earns more than the maximum bank of sixty (60) days, plus the current year's accrual, the excess shall be forfeited.

Section 1c. An employee who retires from the Institute with fifteen (15) or more years of service and a minimum age of sixty-two (62), shall receive one (1) day's pay for each two (2) full days of

unused sick leave in their reserve bank, to a maximum of one-half (½) of sixty (60) days, plus one day of sick leave for each two (2) full days of sick leave in the current year's accrual, to a maximum of one-half (½) of twelve (12) days. This shall be based on the employee's reserve bank and current year's accrual on the effective date of retirement. The maximum payout shall be thirty-six (36) days.

Section 2. Sick Leave of Absence: An employee shall be granted an extended leave of absence without pay, not to exceed one (1) calendar year, during periods of lengthy illness or disability, which includes pregnancy related disabilities, subject to Family and Medical Leave Act guidelines and appropriate medical certification.

Section 2a. Other Unpaid Leave of Absence: An employee may be granted an extended unpaid leave of absence without benefits for a period not to exceed sixty (60) days for a legitimate purpose other than sickness or disability. Such a leave of absence may be granted at the discretion of the Institute.

Section 3. Seniority will accumulate during periods of sick leave. During periods of unpaid leave of absence, seniority shall be retained but will not accumulate.

Section 4. Bereavement Leave: In the case of death in the immediate family (spouse, sibling, parent, child, grandchild, grandparents, sister and brother-in-law, parents-in-law, step-parents, step-children, legal guardians, domestic partner or someone previously designated by the employer as the equivalent of a spouse, child, or parent) an employee shall be granted a leave of absence of five (5) working days with pay. Such leave shall be taken immediately after the death and with verification of the death. This leave of absence will not be charged to sick, discretionary or vacation leave time.

Section 5. Union Activity: The Employer agrees to grant leave of absence to a maximum of two employees selected to perform work for the Union for a period not to exceed six (6) months. Employees granted such leave of absence will retain and accumulate seniority during such leave.

Section 6. Jury Duty: The Employer agrees to pay the difference between Jury Duty pay and employee's normal rate of pay for employees who have been summoned (not volunteered) to serve as jurors and provide proof of days of service. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the employee's Supervisor. The Employer may at any time request that the employee be excused from such duty.

Section 7. Selective Service: The Employer agrees to abide by the provisions of the Uniformed Employment and Reemployment Rights Act and its judicial interpretations with respect to leaves of absence due to military service.

Section 8. Reserve Duty: The Employer agrees to allow leaves of absence as necessary to any employee called upon to perform duty with Military Reserve or National Guard contingents. The Employer further agrees to pay the differences between Military pay and the employee's regular salary during such leave. A two-week (2) maximum shall apply to the above stated clause.

Section 9. Reinstatement:

9a. An employee who requests an extended sick or disability leave (which includes pregnancy related disabilities) should give the Institute's Human Resources Director an expected date of return from sick or disability leave in writing with a copy to the Union prior to taking such leave. The employee should notify Employer in writing with a copy to the Union of any change in expected date of return to work as soon as possible. An employee on extended sick or disability leave who desires to return to work shall give the Institute no less than two (2) weeks notice in writing. Such notice will

contain a statement from the employee's physician stating that the employee is able to return to his/her normal work activity.

9b. An employee on leave of absence for ninety (90) calendar days or less may return to his/her regular job. If the employee's leave of absence extends beyond ninety (90) calendar days, except in the case of military leave, but is less than one year, the Employer guarantees him/her employment in a job the employee is qualified to perform at no less than his/her former rate of pay. The Employer has the right to utilize temporary employees during periods of disability. In the event the employee out on such leave does not return, then the position shall be posted in accordance with Article XIII. In the event that the temporary employee and a bargaining unit employee bid for the position and both applicants are equally qualified, preference will be given to the bargaining unit employee.

ARTICLE XII

PROBATIONARY EMPLOYEES - SENIORITY

Section 1. All newly hired employees in the unit shall be considered probationary and on a trial basis for a period of ninety (90) working days from the date of hiring. The Institute, at its sole discretion, may extend a new employee's probationary period for sixty (60) days. Notice of any such extension, including the reason for the extension, will be provided to the Union. Such extensions, however, will not be subject to the grievance and arbitration procedure. Employees hired into a position immediately after serving in the same position as a temporary employee shall be credited for time worked in the position (pro-rated for part-time employment) toward the probationary period but shall be in a probationary period for a minimum of thirty (30) days following hire into a regular position.

Section 2. During the term of the probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated at any time during their probationary period without any recourse whatsoever. After the completion of the probationary period, seniority shall be effective as of the original date of employment in the unit. Anything in this Agreement to the contrary notwithstanding, during the probationary period, the Employer shall have no obligation to contribute to the pension plan. Sick, discretionary, and vacation days will accrue but may not be used during the probationary period. During this period, the Employer shall grant one (1) discretionary day to the probationary employee in the case of an emergency, which, if used, will be deducted from the employee's post-probationary allotment.

Section 3. Seniority shall mean length of continuous service with the Employer in the unit and shall be cumulative on a unit wide basis.

Section 4. An employee shall lose all seniority rights for any one or more of the following reasons:

- a) Voluntary resignation.
- b) Discharge for just cause.
- c) Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident.
- d) Layoff for a continuous period of more than two (2) years.

ARTICLE XIII
PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1. Promotion is hereby defined as a move from a lower classification grade level to a higher classification grade level. It is the intention of the Employer to fill job vacancies from within the Institute before hiring new employees providing employees are available with the necessary qualifications to fill the vacant position.

Section 2. Notice of all job vacancies shall be posted electronically through the HR system and on the Pratt website. This notice will remain posted for three (3) working days and include Job Title, Classification Grade Level and brief description of Job Duties including qualifications and necessary skills. Only those employees who make applications during the three-day period will be considered for the job and will be permitted to file a grievance against the final selection.

Section 3. Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have equal qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted to a higher position shall receive a seven percent (7%) increase in the base pay or the minimum of the new grade whichever is higher. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his/her former position without any loss of seniority or former pay.

Section 4. In the event of a demotion as a result of bump back or other circumstances, an employee so demoted shall receive the maximum of the lower position or his/her present salary, whichever is lower.

Section 5. An employee may apply for and receive a transfer to a position of another classification within the same classification grade level. Such transfer shall be made at the discretion of the Employer, upon request of the employee. An employee so transferred shall receive the same salary as in his/her former position.

Section 6. Upon notification to his/her supervisor, an employee may send a copy of his/her request for promotion or transfer to the Union and the Human Resources Department.

Section 7. The Administration and Local 153 agree to form a joint labor/management sub-committee to develop general job descriptions for clerical and technical union grade levels.

ARTICLE XIV
RATES OF PAY

Section 1. Effective July 1, 2018, all employees in the bargaining unit and on staff as of the ratification of this Agreement, shall receive a three and a quarter percent (3.25%) salary increase based on the employee's June 30, 2018 salary.

Section 2. Effective July 1, 2019 all employees in the bargaining unit and on staff as of June 30, 2019, shall receive a three and a quarter percent (3.25%) salary increase based on the employee's June 30, 2019 salary.

Section 3. Effective July 1, 2020, all employees in the bargaining unit and on staff as of June 30, 2020, shall receive a three and a quarter percent (3.25%) salary increase based on the employee's June 30, 2020 salary.

Section 4. Effective July 1, 2021, all employees in the bargaining unit and on staff as of June 30, 2021, shall receive a three and a quarter percent (3.25%) salary increase based on the employee's June 30, 2021 salary.

ARTICLE XV
MINIMUM RATES

In 2018, no later than 60 days following ratification of this agreement, a joint labor-management committee will be established to review replacing the existing grade system with a new compensation system with salary ranges for groups of similar positions. The charge of the committee shall be a recommendation for creation of several (i.e. 3-5) "job families" with respective salary ranges and assignment of each position in the bargaining unit into the appropriate "job family". The committee shall consist of 3 representatives of management and 2 from the Union. The committee shall convene and make a recommendation within 180 days of ratification of this agreement. In no event will any employee have a decrease in salary or otherwise be negatively impacted as a result of implementing the new salary ranges.

Section 1. A new grade structure was agreed upon by the labor-management committee and will be effective November 1, 2019. The prior structure had six secretarial/clerical grades and two technician grades and the new structure has three secretarial/clerical grades and two technician grades. The new structure is based on current survey data and also has a midpoint and maximum to provide more flexibility in determining salaries.

Section 2. Beginning November 1, 2019, salaries for new employees must start at the minimum listed in Table I below but may go as high as the maximum. Beginning July 1st of the three subsequent years, the salary ranges increase according to tables II, III, and IV.

General guidelines and qualifications for each of the five grades are included as an addendum to this contract. For candidates who are new to the role or have less experience and fewer skills and abilities, the starting salary should be closer to the minimum. The midpoint is the target pay for a fully seasoned employee with the experience and competence needed to perform all duties and responsibilities expected of the job. For candidates with significantly more experience, skills, or expertise, the salary should be closer to the maximum.

TABLE I. Effective November 1, 2019

<u>Grades</u>	<u>Classification</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
SC101	Clerical/Secretarial I	\$31,200	\$39,000	\$46,800
SC102	Clerical/Secretarial II	\$35,100	\$46,800	\$58,500
SC103	Clerical/Secretarial III	\$42,100	\$56,200	\$70,200
TECH101	Technical I	\$39,300	\$49,100	\$58,900
TECH102	Technical II	\$47,100	\$58,900	\$70,700

TABLE II. Effective July 1, 2020

<u>Grades</u>	<u>Classification</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
SC101	Clerical/Secretarial I	\$32,214	\$40,268	\$48,321
SC102	Clerical/Secretarial II	\$36,241	\$48,321	\$60,401
SC103	Clerical/Secretarial III	\$43,468	\$58,027	\$72,482
TECH101	Technical I	\$40,577	\$50,696	\$60,814
TECH102	Technical II	\$48,631	\$60,814	\$72,998

TABLE III. Effective July 1, 2021

<u>Grades</u>	<u>Classification</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
SC101	Clerical/Secretarial I	\$33,261	\$41,576	\$49,891
SC102	Clerical/Secretarial II	\$37,419	\$49,891	\$62,364
SC103	Clerical/Secretarial III	\$44,881	\$59,912	\$74,837
TECH101	Technical I	\$41,896	\$52,343	\$62,791
TECH102	Technical II	\$50,211	\$62,791	\$75,370

TABLE IV. Effective July 1, 2022

<u>Grades</u>	<u>Classification</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
SC101	Clerical/Secretarial I	\$34,342	\$42,927	\$51,513
SC102	Clerical/Secretarial II	\$38,635	\$51,513	\$64,391
SC103	Clerical/Secretarial III	\$46,340	\$61,860	\$77,269
TECH101	Technical I	\$43,258	\$54,045	\$64,831
TECH102	Technical II	\$51,843	\$64,831	\$77,820

Section 3. Either the union or employer may submit a request for reclassification of a position at any time with supporting justification indicating a substantial increase in level and scope of responsibilities, justifying an increase per the new salary system. Both the union and employer acknowledge that denial of upgrade requests are not subject to the grievance-arbitration procedure.

Section 4. Tech Specialist Premium

Employees in the following Technician positions shall receive an annual payment in the amount of \$900 (paid bi-weekly) in addition to their regular annual salary, effective July 1, 2016 (pro-rated for part-time employees):

- a. Woodshop Tech(s)
- b. Math and Science Lab Tech(s)
- c. Design Tech(s)
- d. Photography Tech(s)
- e. Jewelry Tech(s)
- f. Sculpture Tech(s)
- g. Printmaking Tech(s)
- h. Ceramics Tech(s)
- i. Metal Tech(s)
- j. Form and Tech/RP Tech(s)
- k. Studio and Gallery Tech(s)
- l. Event Services Tech(s)

ARTICLE XVI
LONGEVITY

Effective May 24, 1999, the following will be provided to an employee upon attainment of:

Fifteen (15) years of service in the unit	\$175.00
Twenty (20) years of service in the unit	\$225.00
Twenty-five (25) years of service in the unit	\$300.00
Thirty (30) years of service in the unit	\$375.00

Payment will be made at the end of the month of the above anniversary dates. This amount will be made as a lump sum payment and will not be added to the employee's base salary.

In the event the Institute offers longevity/recognition payments to Administrator employees greater than provided for in the agreement for Union employees, the Union employees shall receive the higher payment. In no event will the payments to Union employees be less than stated in the agreement.

ARTICLE XVII
LAYOFFS AND RECALL

Section 1. If a reduction of staff is necessary due to restructuring or economic reasons, the Employer shall meet with the Union representative and the following procedure shall be followed:

The employee with the least amount of seniority in any classification will be the first laid off from the job. S/he, in turn, may replace an employee in the same or lower labor grade with the least seniority in that grade providing s/he has the qualifications to satisfactorily perform the job and

has greater seniority. Employees who are displaced from their jobs as a result of such bump back procedure may themselves move back and replace employees having the least seniority in any classification in the same or lower labor grade providing such employee has the necessary qualifications and seniority. Employees who have suffered one bump back shall be given credit for full office-wide seniority in the lower classification for purpose of any future downward moves.

Section 2. An employee to be laid off shall receive two (2) weeks notice or pay in lieu thereof.

Section 3. In the event of a layoff other than temporary (no temporary layoff shall exceed thirty (30) calendar days) the employee shall receive immediately pay for accumulated vacations as well as severance pay in accordance with Article XVIII.

Section 4. Any employee laid off shall be placed on the recall list for a period of two (2) years. The Institute shall make a good faith effort to hire employees, laid-off within the last 12 months, to fill vacant temporary positions.

Section 5. The Employer, upon re-hiring, shall do so in the inverse order of seniority. S/he shall hire the last employee laid off, providing, however, that such employee has the qualifications for the position to be filled.

Section 6. An employee recalled to the former position held shall receive his/her former rate of pay in addition to any wage increases which were applied to his/her job classification during the period s/he was on the recall list.

Section 7. Any notice of re-employment to any employee who has been laid off shall be made by registered mail to the last known address of such laid off employee.

ARTICLE XVIII **SEVERANCE PAY**

Section 1. A permanent employee who is laid off shall receive severance pay as follows:

<u>SERVICE IN THE UNIT</u>	<u>SEVERANCE PAY</u>
Less than three (3) months	None
Three (3) months to one (1) year	One (1) week
One (1) year to three (3) years	Two (2) weeks
Three (3) years to five (5) years	Five (5) weeks
Five (5) years to seven (7) years	Seven (7) weeks
Seven (7) years to ten (10) years	Ten (10) weeks

Plus one (1) week of pay for each additional year of service, to a maximum of sixteen weeks.

Section 2. An employee who is laid off and receives severance pay (including sick pay) and is recalled in less than two (2) years, shall have the option of repaying the severance and having future severance computed from the original date of hiring, or may use the rehiring date as the basis for computation of future severance pay. It is further understood that should the employee elect to use the rehiring date for computation of future severance pay, it shall in no way effect his/her seniority, pension rights, vacation rights, or any other rights provided for in this Agreement.

ARTICLE XIX
DISCHARGE

Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reason therefor.

Section 2. If, upon joint investigation by the Union and the Employer or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank and shall suffer no reduction in salary and the arbitrator shall have the authority if s/he deems it proper to compensate the employee for all the time lost retroactive to the date of discharge.

ARTICLE XX
HEALTH FUND

Section 1a. Employees may waive medical coverage for themselves and/or eligible dependents provided they can demonstrate proof of other medical coverage.

Effective January 1, 2013 the contribution rates for employees and retirees shall be as follows:

<u>Base Salary</u>	<u>Single & Family Coverage</u>
Less than \$32,000	6% of the applicable premium for the health insurance program in which they participate
\$32,000-\$50,000	11% of the applicable premium for the health insurance program in which they participate
Over \$50,000	15% of the applicable premium for the health insurance program in which they participate

Effective April 1, 1999, employees or retirees shall have the choice of Emblem Health/HMO health insurance coverage or the plans offered to administrators at Pratt. Employees or retirees who, prior to April 1, 1999, had health insurance coverage through the Blue Cross/TPA program shall no longer be able to participate in that program and may choose either the HIP/HMO or the plans offered to administrators at Pratt.

With respect to the current medical plan (the "Current Plan"), Pratt shall have the right to change, modify, or replace the Current Plan without the need to bargain over any change, modification, or replacement if (i) Pratt makes the same changes, modifications, or replacements for administrators at Pratt, and (ii) any new, revised, or modified health plan provides for substantially comparable benefits to the Current Plan. Pratt will give notice and discuss such changes with the Union prior to implementation. This provision shall apply to all benefits under the plan, including, but not limited to, health insurance and optical benefits. This provision shall apply equally to benefits for current employees and retirees. This provision shall not be applicable to Emblem Health.

1b. In the event that Pratt, at any time from the signing of this memorandum through June 30, 2001, enters into a collective bargaining agreement with any other labor organization which provides for employee contributions toward health insurance premiums which are lower than those set forth herein for

the period after January 1, 2000, for the same insurance coverage, then the Union may reopen this agreement solely on the issue of health insurance and employee contributions thereto.

Section 2. During the term of this Agreement coverage for eligible employees and their spouses shall continue after retirement. An eligible employee is one who has attained age 65 and retires after completing ten (10) years of continuous service with the Institute except that the age requirement for employees currently employed as of the date of the execution of this (2012-2015) agreement shall be 62 years of age and the age requirement for employees currently employed and currently 40 years of age or older as of the date of execution of this (2012-2015) agreement shall be 60 years of age. Spouses shall continue to be covered after the death of the retired employee unless the spouse remarries.

Section 3. Optical: Employees who enroll in the plans offered to administrators at Pratt shall be entitled to the optical benefit as defined under the plan. Employees who enroll in Emblem Health/HMO plan shall be eligible for a total \$155.00 reimbursement for prescription eyeglasses or lenses over and above benefits provided to them through Emblem Health which may be claimed at any time between July 1, 2018 and June 30, 2022.

Section 4. Life Insurance: Effective July 1, 1990 Term Life Insurance equal to one times salary, rounded up to the nearest thousand dollars, shall be provided by the Institute pursuant to a standard group policy plan for employees. Life insurance shall be without cost to the employees but subject to all of the terms and conditions of the group policy.

Section 5. Disability Insurance: Group long-term disability insurance shall be provided under the Institute's policy for which an employee is eligible after two (2) years of continuous service. Payments commence after six (6) consecutive months of consecutive disability and provide a benefit in conjunction with Social Security of sixty percent (60%) of the first three thousand (\$3000.00) dollars of monthly salary.

The Employer agrees to provide Long Term Disability Insurance as follows:

- a) With respect to disabilities which occur at age 60 or less, benefits will cease at age 65.
- b) With respect to disabilities which occur after age 60 but before age 65, benefits will cease four and one-half (4½) years after disablement.
- c) With respect to disabilities which occur at age 65 but before age 68½, benefits will cease at age 70.
- d) With respect to disabilities which occur after age 68½, benefits will cease after one (1) year.

Section 6. Workers' Compensation and Disability coverage shall be provided by the Institute, without cost to the employee. Short term disability shall be provided by the Institute in accordance with statutory requirements through an insurance carrier.

Section 7. Effective July 1, 1990, any employee injured in the line of duty or injured in an accident under which s/he is entitled to the benefits of the provisions of the New York State Workers' Compensation Law, is subject to a five (5) day waiting period before workers' compensation benefits are available. During the waiting period of up to five (5) days where an employee wishes to receive full pay, he/she must use available leave time (sick, discretionary, vacation). Where the employee complies with all workers' compensation filing requirements and the injury is recognized as a bona fide workers' compensation claim and qualified for workers' compensation benefits, then all leave days used for the injury's waiting period shall be credited back to the employee.

The Institute reserves the right (i) to file a claim for reimbursement of such pay for the waiting period so advanced to the employee and/or (ii) to be reimbursed therefore by the employee who shall pay

over to the Institute any compensation payment received by him from the insurance carrier in reimbursement of any payments made to him by the Institute.

ARTICLE XXI **PENSION**

Section 1. The Institute agrees to continue with its pension program plan under TIAA for the duration of this contract. Individual members of the bargaining unit shall have the option of either contributing or not contributing five percent (5%) on the first \$12,000 of his/her earnings in each year. In any event contributions shall continue to be made by all employees on earnings in excess of \$12,000 regardless of which option they elect.

For the term of this contract, the Institute's contribution to the pension plan shall be five percent (5%) of the employee's earnings, exclusive of the lump sum bonuses, per year.

In the event that the Institute increases its employer contribution to the retirement plan for Administrator employees during the term of the contract, it will provide the Union with an opportunity to bargain over the contribution for Union employees.

ARTICLE XXII **TUITION REMISSION**

Section 1. During the first registration period following completion of the probationary period, full time employees may enroll in up to nine credit hours of study per semester in either Undergraduate or Graduate courses, on a tuition-free basis. Such courses cannot be scheduled during hours that would be normally scheduled for work, unless (i) the course is work-related; (ii) it is approved by the employee's supervisor, and (iii) there is an appropriate adjustment of the employee's work schedule. Any change in work hours pursuant to this paragraph must have prior approval of the immediate supervisor and the Director of Human Resources.

Section 2. The maximum credit hours that can be taken on a tuition-free basis in any given year is twenty-four (24) and the maximum in any one semester is nine (9). Regular part time employees shall be eligible to take four credit hours of study per semester for a total of twelve credits per year. Such courses shall not be taken during their normal work schedule.

Tuition remission is a benefit subject to IRS regulations (e.g. currently taxable over \$5,250.00 for employee).

Employees are responsible for payment of student fees associated with enrollment in courses except for Health and Counseling and Student Activity fees.

Section 3. Tuition remission for Undergraduate courses for dependent children and spouses of full time employees only shall be granted according to the following conditions:

a) The student must be a spouse, or dependent unmarried son or daughter (including legally adopted). A dependent unmarried son or daughter must matriculate before age 21, and eligibility ceases upon reaching age 25.

b) Tuition remission for dependent children and spouses shall be limited to a maximum of eighteen undergraduate credits each in the fall semester, the spring semester and the full summer session.

c) The amount of tuition remission available should be in accordance with the following schedule:

Full-Time Employee Years of Service in the Unit	Maximum for Dependent Children	Maximum for Spouse
Less than one year completed	20%	0%
One year completed	40%	20%
Two years completed	100%	40%
Three years completed	100%	50%

Section 4. Effective August 15, 1993, employees shall be given the opportunity to participate in the Tuition Exchange Program on the same basis as administrators, security officers, and maintenance staff. A list of colleges and universities participating in the Tuition Exchange Program is available in the Human Resources office.

ARTICLE XXIII **BULLETIN BOARDS**

Section 1. A bulletin board will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general union activities. All Union notices shall be submitted to the Employer or its designated representative before being posted. Approval shall not be withheld unreasonably by the Employer. Job openings will be posted by the Employer. Current Union bulletin boards will be maintained for the life of the contract.

Section 2. The Employer shall provide office space to the Shop Steward and the Local 153 Business Representative at Pratt Institute for discussions.

Section 3. Reasonable time shall be granted to the stewards to perform Union work. Shop Stewards will be required to keep their supervisor informed as their location, where they can be reached, and expected length of time necessary for the particular Union work. The Union will notify the Employer in writing of all Shop Stewards and any changes therein.

Section 4. In the event of a layoff, all Stewards shall be entitled to super seniority, and shall be the last laid off, regardless of seniority.

ARTICLE XXIV **TECHNOLOGICAL CHANGES**

Section 1. In the event of proposed technological changes including, but not limited to, the introduction of Data Processing Equipment, Computers or Automated Equipment of any sort, the Employer agrees to meet with the Union to discuss such changes and negotiate new wage rates as outlined in Article XV. The Employer further agrees to give the Union as much notice as possible, but in no event less than thirty (30) days, prior to implementing such changes.

Section 2. Any new job classification created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit.

Section 3. In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those employees to be displaced who wish to accept employment in resultant positions. Employees to be displaced will be given the first opportunity to qualify for the new positions. Should no employee's current job be affected by the institution of such new equipment or process, the Employer agrees to offer training opportunities to members of the bargaining unit in accordance with Article XIII.

It is mutually agreed that present employees shall be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

ARTICLE XXV

GRIEVANCE AND ARBITRATION

Section 1. The administration and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances as herein defined within forty-eight (48) hours of the event constituting the grievance. In the informal settlement procedure, the employee shall present and discuss his/her grievance with his/her immediate supervisor. The procedure (formal) hereinafter set forth shall be used for the resolution of all grievances not settled informally.

Section 2. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties involving the interpretation or application or any provision of this Agreement.

Section 3. Grievance and any decision rendered in connection therewith shall be in writing at each formal step of the grievance procedure. It shall be a fundamental responsibility of supervisory and administrative personnel having function thereunder to carry out the purpose of these provisions commensurate with the authority delegated to them.

Section 4. The failure of an administrator or supervisor at any level to indicate his/her decision to the employee and/or the Union within the time limits provided shall permit the grievant to proceed to the next step of the grievance procedure. The failure of an employee and/or the Union to appeal a decision to the next step within the time limit provided shall constitute a withdrawal of and shall bar further action on the grievance.

Section 5. Formal Steps in the Grievance Procedure:

a. Step 1

A grievance must be submitted in writing no later than thirty (30) calendar days after the grievant has notice of the event constituting the alleged grievance. It shall set forth the basis of the complaint or dispute and the remedy requested and shall be filed with the employee's immediate supervisor, with copies to the Human Resources Office and the Union. The contract supervisor shall, within two (2) working days after the receipt of the grievance, meet with the grievant and a representative of the Union for the purpose of discussing the grievance and shall issue his/her decision with the reasons therefor in writing to the grievant and the Union within five (5) working days of the meeting.

b. Step 2

If the grievance has not been settled in Step 1, then within five (5) working days after the receipt of the written decisions of the supervisor, or the expiration of the time limits for making such decision, the grievant or the Union may submit the grievance in writing to the Human Resources Director with a statement of why the decision of the supervisor is not satisfactory. The Human Resources Director or his/her designated representative, shall meet with the grievant and a representative of the Union within three (3) working days after receipt of the notice of appeal, for the purpose of resolving the grievance. A grievance by the Institute or a Union grievance involving suspension or discharge may be initiated at this stage.

c. Step 3

If the grievance is not resolved at the meeting provided for in Step 2, the Human Resources Director or his/her designee, shall within five (5) working days after the grievance meeting, issue his/her decision with the reasons therefor in writing to the grievant and the Union. If the decision is not satisfactory to the Union, the Union may request arbitration by giving written notice to that effect within five (5) working days after receipt of the decision, by certified mail, return receipt requested, directed to the Human Resources Director and the American Arbitration Association, requesting the appointment of an Arbitrator under the Labor Arbitration Rules of the Association.

The parties agree it is to their mutual advantage to have the arbitrator selected and a decision rendered as quickly as possible. To that end, the parties agree that the selection of the arbitrator shall be made with no undue delay and that they will cooperate fully and completely in presenting the facts to the arbitrator as expeditiously as possible.

The fees and expenses of the American Arbitration Association and the Arbitrators shall be borne equally by the parties.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Administration, the Union and the employee and employees involved.

The Arbitrator shall have jurisdiction only over disputes over grievances arising as defined in this Article and in no event shall have the authority to add to, subtract from or modify or amend the provisions of this Agreement.

The parties agree that all arbitration awards shall be complied with fully and immediately. The parties further agree that in the event of a lockout or strike (see Article XXXIII) either party shall have the right to request expedited arbitration under the Voluntary Labor Association relating to expedited arbitration, and the other party shall in all respects appear and comply with such procedures.

ARTICLE XXVI
PICKET LINES

In the event any other employees of the Employer engage in any strike or refusal to work, place or maintain pickets at or on the Employer's premises, then upon forty-eight (48) hours notice in writing to the Employer from the Union any refusal to work or failure to cross such picket line by members of the Office and Professional Employees International Union, Local 153, AFL-CIO, shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

ARTICLE XXVII
UNION VISITS

An authorized representative of the Union shall have access to the Institute's property for the purpose of conducting Union business. Such visits shall be on notice to the Director of Human Resources or his/her nominee and shall not interfere with the operation of the Institute.

ARTICLE XXVIII
REVIEW OF PERSONNEL FILES

Upon reasonable notice, not longer than 48 hours, the employee in the presence of his/her shop steward, if s/he wishes, may inspect his/her file and secure copies of any materials therein.

ARTICLE XXIX
SEPARABILITY

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

Nothing contained in this Agreement shall at any time require the Institute to violate the law and is subject to changes imposed by the law.

ARTICLE XXX
SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by other means enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor, firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an Agreement as aforementioned.

ARTICLE XXXI
OFFICE TRANSFER

In the event that the Employer moves its place of business from the present location to any other location, all employees shall be allowed to continue employment with said employer at its new location. There shall be no lowering of wages or other working conditions as a result of such a transfer of operations. It is understood, however, that such a move on the part of employees is wholly voluntary, and the refusal of employees to accompany the Employer shall not disqualify them from receiving pay as heretofore described.

ARTICLE XXXIV
TERM OF AGREEMENT

This Agreement shall remain in full force and effect and shall be binding upon the parties hereto for four (4) years, commencing July 1, 2018, and continuing through and including June 30, 2022, and shall thereafter be continued for annual periods unless notice of termination or modification is given in writing by either party to the other by certified mail at least sixty (60) days prior to the expiration date. In the event such notice is served by either party, conference shall start promptly for the purpose of negotiating and executing an extension, renewal or modification of this Agreement.

Office & Professional Employees
International Union Local 153-AFL-CIO

Pratt Institute

By 

Myra Hepburn
Secretary-Treasurer

By Cathleen Kenny 11/25/2020

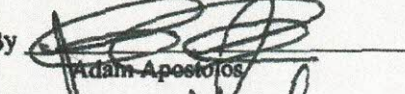
Cathy Kenny
Vice President for Finance & Administration

By Seth Goldstein 10/20/20


Seth Goldstein
Business Representative

By Steven Riccobono 11/24/2020

Steven Riccobono
Director of Human Resources

By 

Adam Apostolos

By 

Tom Greene
Director of Legal Affairs

By Jason Rodgers

Jason Rodgers

By Julia Wheeler

Julia Wheeler

By Christopher Versteegen

Christopher Versteegen

By Angelica Matos 11/3/20

Angelica Matos

Dated: _____

ARTICLE XXXII
SAFETY

The Company recognizes its obligation to provide a safe and healthful working environment for employees. The Company also recognizes its obligation to cooperate with the Union in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

ARTICLE XXXIII
NO STRIKES - NO LOCKOUTS

Section 1. The parties subscribe to the principle that any and all differences under this Agreement shall be resolved by peaceful and appropriate means without interruption of the Institute's program. The Union therefore agrees that it shall not instigate, engage in, authorize, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by members of the bargaining unit during the life of this Agreement.

Section 2. The Administration agrees that during the term of this Agreement, it shall not lock out any or all of the members of the bargaining unit.

Section 3. During the term of this Agreement no employee shall engage in any strike or stoppage or interruption of work or interfere with the operation of the Institute.