

**UNITED STATES COURT DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

RICHARD BERGER, for himself and on  
behalf of all others similarly situated,

Plaintiffs,

against

NEW YORK UNIVERSITY,

Defendants.

Civ. No.: 1:19-cv-267

ECF Case

**NOTICE OF REMOVAL**

[Removed from Supreme Court of the State  
of New York, County of New York, Index  
No. 161553/2018]

**PLEASE TAKE NOTICE** that Defendant<sup>1</sup> NEW YORK UNIVERSITY (“NYU” or “Defendant”), by and through its undersigned counsel, pursuant to 28 U.S.C. §§ 185(a), 1331, 1441, and 1446, hereby gives notice of the removal of this action from the Supreme Court of the State of New York, County of New York (Index No. 161553/2018), where it originally was filed and currently is pending, to the United States District Court for the Southern District of New York.

Defendant states the following in support of removal:

**PROCEDURAL BACKGROUND**

1. On or about December 11, 2018, plaintiff Richard Berger (“Plaintiff”), a former employee of NYU, initiated this putative class action against NYU by filing a Summons and Complaint in the Supreme Court of the State of New York, County of New York. A copy of Plaintiff’s Summons and Complaint (“Complaint” or “Compl.”) is attached hereto as **Exhibit A**.

2. Plaintiff brings this action on behalf of himself and further seeks to represent a putative “class consisting of each and every other person who performed work as security guards

---

<sup>1</sup> Plaintiff only identifies a single defendant, New York University, in this matter, and therefore the caption’s reference to multiple “Defendants” is incorrect.

and in other related trades for Defendants [*sic*] at any time between December 2012 and the present” (the “Putative Class”). (Compl. ¶ 7.)

3. In the Complaint, Plaintiff alleges on behalf of himself and the Putative Class, that NYU failed to pay to Putative Class members: (i) “all earned overtime compensation for hours worked after the first forty (40) hours in a week,” purportedly in violation of New York Labor Law (“NYLL”) § 663 and 12 NYCRR § 142-2.2; and (ii) “their hourly wage for all hours worked in accordance with the agreed upon terms of their employment,” specifically “time spent changing in the locker room, time spent assembling before each shift, time spent waiting for relief workers to appear at the end of each shift, and time spent travelling [*sic*] between the designated locker room building and the assigned security post.” (*See* Compl. ¶¶ 20-33.)

4. The “agreed upon terms of their employment”, alleged in Paragraph 31 of the Complaint, specifically refers to that certain collective bargaining agreement entered into between NYU and Local One Security Officers Union (the “Union”), dated May 20, 2013 (the “CBA”). Plaintiff, and all members of the Putative Class, at all relevant times are (or were) members of the Union and therefore are subject to all terms and conditions set forth in the CBA, including without limitation those terms and conditions that are applicable to and specifically govern the claims alleged in the Complaint. A true and correct copy of the CBA is attached hereto as **Exhibit B** (“Exh. B.”).

5. In addition, the CBA contains mandatory grievance and arbitration provisions which are directly applicable to the claims alleged in the Complaint – provisions which Plaintiff failed to comply with. (*See* Exh. B, Article 6, at p. 11.)

**GROUNDS FOR REMOVAL**

**I. Removal Is Appropriate Pursuant to Section 301 of the Labor Management Relations Act.**

6. This Court has original jurisdiction over this action pursuant to Section 301 of the Labor Management Relations Act (“LMRA”), codified in relevant part at 28 U.S.C. § 185(a). Under Section 301 of the LMRA, a federal district court has *exclusive jurisdiction* over “[s]uits for violation of contracts between an employer and a labor organization.” *Id.* In interpreting the LMRA’s preemptive effect, the United States Supreme Court has held “that when resolution of a state-law claim is substantially dependent upon analysis of the terms of an agreement made between the parties in a labor contract, that claim must either be treated as a § 301 claim or dismissed as pre-empted by federal labor-contract law.” *Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 220 (1985) (internal citations omitted). Further, the Second Circuit has made clear that “[t]he ‘unusual pre-emptive power’ accorded section 301 extends to create federal jurisdiction even when the plaintiff’s complaint makes no reference to federal law and appears to plead an adequate state claim.” *Vera v. Saks & Co.*, 335 F.3d 109, 114 (2d Cir. 2003) (quoting *Livadas v. Bradshaw*, 512 U.S. 107, 122 n.16 (1994)).

7. To effectuate removal, NYU need only submit a “short and plain statement of the grounds for removal,” 28 U.S.C. § 1446(a), which is satisfied by setting forth a plausible allegation of the relevant jurisdictional facts. *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). A defendant need not propound evidence establishing jurisdictional facts with its notice of removal. *Id.*

8. Here, Plaintiff and all members of the Putative Class are current or former members of the Union. As members of the Union, Plaintiff and all members of the Putative Class were and continue to be subject to the CBA, which outlines the terms of their employment, including but

not limited to: the schedule of working hours (Exh. B, Article 5); assemblage prior to the start of shift (*id.*); traveling to and from worksites (*id.*); whether donning and doffing time is compensable (*id.*); the mandatory grievance and arbitration provisions (*id.*, Article 6); wages (*id.*, Article 14; Appendices A, B); management rights (*id.*, Article 15); and union representation (*id.*, Article 39).

9. The claims alleged by Plaintiff and the Putative Class clearly implicate, and require the interpretation of, Article 5 of the CBA. Article 5, titled “Hours of Work,” expressly details that “[t]he regular work week shall consist of forty (40) hours divided into five (5) days of eight hours each. . . . The first fifteen (15) minutes of each shift will be used for the purpose of roll call,” and “[e]mployees will not be required to perform any duties during the last fifteen (15) minutes of their shift, but will be permitted to return to the locker room to change their clothes and return equipment” (“Doffing Time”). (Exh. B, at p. 6.) Finally, it explicitly states that during Doffing Time, “Employees will be permitted to leave the premises, ***but will be credited with the full fifteen (15) minutes.***” (*Id.* at pp. 5-6 [emphasis added].)

10. Plaintiff alleges that NYU failed to pay him and members of the Putative Class for: (i) “time spent changing in the locker room, time spent assembling before each shift, time spent waiting for relief workers to appear at the end of each shift, and time spent travelling [*sic*] between the designated locker room building and the assigned security post;” and (ii) overtime in connection with respect to same. Given Article 5’s provisions concerning, *inter alia*, what constitutes working time and the duration of shifts, adjudication of Plaintiff’s claims necessarily requires interpretation of the CBA and its terms and conditions. *See Vera*, 335 F.3d at 115 (finding that the resolution of plaintiff’s wage claim brought under the NYLL required interpretation of the controlling collective bargaining agreement); *see also Salamea v. Macy’s E., Inc.*, 426 F. Supp. 2d 149, 154-55 (S.D.N.Y. 2006) (finding that the controlling collective bargaining agreement must



be interpreted to resolve plaintiff's NYLL claims when "the CBA contains detailed requirements" regarding the claims at issue).

11. Indeed, Plaintiff himself recognizes the necessity of interpreting the CBA by alleging that NYU failed to pay him (i.e., "breached") and members of the Putative Class "their hourly wage for all hours worked *in accordance with the agreed upon terms of their employment,*" which is a clear reference to the CBA. (Compl. ¶ 31 [emphasis added].) *See Salamea*, 426 F. Supp. 2d at 154 (finding interpretation of a collective bargaining agreement necessary where plaintiff's claim derived from its alleged breach); *see also Tand v. Solomon Schechter Day Sch. of Nassau Cty.*, 324 F. Supp. 2d 379, 383 (E.D.N.Y. 2004) (recognizing that "[t]he Court must interpret certain articles in the CBA" when plaintiff explicitly alleges defendant's actions "[were] untimely under the terms of the [CBA] and therefore a breach of the [CBA].").

12. Moreover, Defendants and the Union historically have resolved disputes and grievances concerning wage and hour claims, including overtime and other similar claims arising under Article 5 of the CBA, through the grievance and arbitration processes set forth in Article 6 of the CBA. Indeed, there is a lengthy historical course of dealing, and agreements and understandings made, between NYU and the Union providing for the resolution of wage and hour matters based on Article 5 (and other provisions) of the CBA through the grievance and arbitration procedures set forth in Article 6, which necessarily will need to be consulted and interpreted in order to adjudicate Plaintiff's claims.

13. Because Plaintiff's wage payment claims necessarily depend on interpreting the terms and provisions of the CBA, as well as the parties' historical course of dealing regarding matters relating to compensable and non-compensable time, such claims are completely preempted

by Section 301 of the LMRA and can properly be removed to federal court. *See, e.g., Vera*, 335 F.3d 109 (affirming removal on the basis of section 301 of the LMRA when resolution of NYLL claims would require analysis of the controlling collective bargaining agreement); *Salamea*, 426 F. Supp. 2d at 154 (granting removal of state law action based on Section 301 of the LMRA because “questions relating to what the parties to a labor agreement agreed, and what legal consequences were intended to flow from breaches of that agreement, must be resolved by reference to uniform federal law”) (quoting *Allis-Chalmers Corp*, 471 U.S. 202).

14. Separately, pursuant to Section 301(a) of the LMRA, this Court further has original jurisdiction in light of Defendant’s anticipated motions – which Defendant intends to bring in the event this matter is not dismissed outright or plaintiff seeks to amend his Complaint to allege claims for breach of the CBA – to: (i) dismiss for failure to follow the CBA’s mandatory grievance and arbitration procedures; and/or (ii) compel arbitration of Plaintiff’s claims (and the claims of the Putative Class) pursuant to Article 6 of the CBA.

15. Article 6 of the CBA sets forth mandatory grievance and arbitration procedures for all disputes arising under the CBA, including those relating to compensation. As referenced above, the CBA and the parties’ historical course of dealing supports that similar claims are subject to these mandatory procedures, as the parties to the CBA have regularly and routinely submitted and resolved disputes concerning employee compensation, including arising under Article 5 of the CBA, through these procedures. Even assuming Plaintiff’s claims, and the claims of the Putative Class, were not preempted by Section 301 (and they are), all of the claims set forth in the Complaint clearly are subject to the mandatory grievance and arbitration provisions of the CBA.

16. Plaintiff did not follow these procedures, and Defendant anticipates moving to dismiss on this basis. Determination of whether dismissal is proper in this context will require

interpretation and analysis of Article 6 of the CBA, which is the exclusive province of the federal courts.

17. Moreover, should the Court not dismiss Plaintiff's claims for failure to follow the grievance and arbitration procedures, Defendant will move to compel arbitration. This, again, will require interpretation and analysis of Article 6's arbitration provision and its applicability, an analysis over which the LMRA provides that federal courts have exclusive jurisdiction.<sup>2</sup>

18. The bases for removal pursuant to Section 301 of the LMRA have been demonstrated, *supra*. If any questions arise as to the propriety of the removal of this action on any of these bases, NYU requests the opportunity to present a brief, oral argument, and further evidence as necessary in support of its position that this case is removable to this Court.

**II. All Procedural Requirements for Removal Have Been Satisfied.**

19. NYU was served with the Summons and Complaint on December 17, 2018. Therefore, this Notice of Removal has been timely filed pursuant to 28 U.S.C. § 1446(b) because NYU filed it within thirty (30) days of receipt of the initial pleadings through service or otherwise.

20. Because NYU is the sole defendant in this action, no other defendant is required to consent to this removal.

21. Pursuant to 28 U.S.C. § 1441(a), assignment to the United States District Court for the Southern District of New York is proper because Plaintiff filed this action in the Supreme Court of the State of New York, County of New York.

22. In accordance with 28 U.S.C. § 1446(a), a copy of "all process, pleadings, and orders" served on or received by NYU in this action are attached as part of **Exhibit A**.

---

<sup>2</sup> In addition, assuming the claims at issue were not subject to complete preemption, Plaintiff's claims, and the claims of the members of Putative Class, are subject to, and required to be arbitrated in accordance with, the Federal Arbitration Act 9 U.S.C. §§1 et seq. (the "FAA").

23. Upon the filing of this Notice of Removal in the United States District Court for the Southern District of New York, written notice of removal will be given to Plaintiff. NYU will promptly serve on Plaintiff and file with the Supreme Court of the State of New York, County of New York, a Notice of Filing of Notice of Removal to Federal Court, as required by 28 U.S.C. § 1446(d). A copy of the Notice to the Supreme Court, without exhibits, is attached hereto as **Exhibit C**.

**RESERVATION OF RIGHTS**

24. This Notice of Removal is filed subject to and with full reservation of all rights and defenses under federal or state law, including but not limited to defenses and objections to forum, venue, improper service and personal jurisdiction. No admissions are intended hereby as to the propriety of liability or damages with respect to any aspect of this case. Nothing in this Notice of Removal should be taken as an admission that Plaintiff's allegations are sufficient to state a claim for relief or have any merit, or that Plaintiff is entitled to or otherwise may recover any of the amounts described above.

**WHEREFORE**, Defendant New York University respectfully requests that the above action, now pending before the Supreme Court of the State of New York, County of New York, be removed to the United States District Court for the Southern District of New York, and that no further proceedings be had in this case in the Supreme Court of the State of New York, County of New York.

Dated: January 9, 2019  
New York, New York

**DLA PIPER LLP (US)**

By: /s/ Joseph A. Piesco

---

Joseph A. Piesco, Jr.  
Garrett D. Kennedy  
DLA PIPER LLP (US)  
1251 Avenue of the Americas 27<sup>th</sup> Floor  
New York, New York 10020-1104  
Telephone: (212) 335-4500  
Facsimile: (212) 335-4501

*Attorneys for Defendant  
New York University*

# **EXHIBIT A**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

-----X  
RICHARD BERGER, et al.

Plaintiff/Petitioner,

- against -

Index No. 161553/2018

NEW YORK UNIVERSITY,  
Defendant/Respondent.

-----X

**NOTICE OF ELECTRONIC FILING  
(Mandatory Case)  
(Uniform Rule § 202.5-bb)**

**You have received this Notice because:**

1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and

2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

**You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.**

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

**To register for e-filing or for more information about how e-filing works:**

- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys  
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile) ; or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov)).

Dated: December 11, 2018

Lloyd Ambinder, Esq.  
Name

40 Broad Street, 7th Floor  
Address

VIRGINIA & AMBINDER, LLP  
Firm Name

New York, New York 10004

(212) 943-9080  
Phone

[lambinder@vandallp.com](mailto:lambinder@vandallp.com)  
E-Mail

To: New York University  
70 Washington Square South  
New York, NY 10012

6/6/18



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

RICHARD BERGER, for himself and on behalf of  
all others similarly situated,

Plaintiffs,

- against -

NEW YORK UNIVERSITY,

Defendants.

Civil Action No.:

161553 / 18

**SUMMONS**

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to submit to the attorneys of Plaintiffs your answering papers to the Complaint in this action within 30 days after service of this summons. In case of your failure to submit answering papers, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: New York, New York  
December 11, 2018

**VIRGINIA & AMBINDER, LLP**

By: s/ Lloyd Ambinder, Esq.  
Lloyd Ambinder, Esq.  
James Emmet Murphy, Esq.  
Virginia & Ambinder, LLP  
40 Broad Street, 7th Floor  
New York, New York 10004  
Tel: (212) 943-9080

*Attorneys for Named Plaintiff and the putative class*

To:  
New York University  
70 Washington Square South,  
New York, NY 10012

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

RICHARD BERGER, for himself and on behalf of all  
others similarly situated,  
  
- against -  
  
NEW YORK UNIVERSITY,  
  
Plaintiffs,  
  
Defendants.

Civil Action No.:  
  
**CLASS ACTION COMPLAINT**

Named Plaintiff Richard Berger (“Named Plaintiff”), on behalf of himself and all others similarly situated (collectively “Plaintiffs”), by their attorneys, and for their Complaint against Defendant New York University (collectively “Defendants”), allege as follows:

**PRELIMINARY STATEMENT**

1. This action is brought pursuant to the New York Labor Law (“NYLL”) §§ 663, 198, and 12 New York Codes, Rules, and Regulations (“NYCRR”) § 142-2.2 to recover unpaid overtime compensation owed to Named Plaintiff, and all similarly situated persons who are presently or were formerly employed by Defendants.

2. At all times relevant to this litigation, Defendants engaged in a policy and practice of requiring Named Plaintiffs and members of the putative class to regularly work over forty (40) hours in a week without paying them all earned overtime wages at a rate of one and one-half times their regular hourly wage.

3. The Named Plaintiff has initiated this action on his own behalf, and on behalf of all similarly situated employees, seeking overtime compensation that Named Plaintiffs and all similarly situated employees were deprived of, plus interest, attorneys’ fees, and costs.

**THE PARTIES**

4. Named Plaintiff Berger is an individual residing in the State of New York who worked for Defendants as a security guard.

5. Upon information and belief, Defendant New York University is an education corporation organized and existing under the laws of the State of New York with a principal place of business at 70 Washington Square South, New York, NY 10012.

**CLASS ALLEGATIONS**

6. This action is properly maintainable as a class action pursuant to Article 9 of the New York Civil Practice Law and Rules.

7. This action is brought on behalf of the Plaintiffs and a class consisting of each and every other person who performed work as security guards and in other related trades for Defendants at any time between December 2012 and the present.

8. The putative class is so numerous that joinder of all members is impracticable. The size of the putative class is believed to be in excess of 40 individuals. In addition, the names of all potential members of the putative class are not known.

9. The questions of law and fact common to the putative class predominate over any questions affecting only individual members.

10. The claims of the Plaintiff are typical of the claims of the putative class.

11. Plaintiff and his counsel will fairly and adequately protect the interests of the putative class.

12. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

13. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

**FACTS**

14. Plaintiff Berger and other similarly situated individuals work as security guards for Defendants at various locations in New York City.

15. Defendant constitutes Plaintiff's and other similarly situated individuals' employer for purposes of the New York Labor Law and its implementing regulations.

16. Before appearing at their assigned security post at the beginning of each shift, Plaintiff and others similarly situated are required to go to a designated locker room, change into a uniform, and assemble with other security guards. Only then would Plaintiff and, upon information and belief, others similarly situated, be allowed to travel to their assigned security post, which is almost always in a different building from the locker room.

17. At the end of each shift, Plaintiff and others similarly situated are required to wait for relief guards to replace them at their designated security post, and then to travel back to the locker room, change out of their uniform, and store the uniform before they can leave Defendants' facilities.

18. Plaintiff and, upon information and belief, all others similarly situated, are not paid for all time between first appearing at their designated locker room building and the beginning of their scheduled shift at their assigned security post; or for all time between the end of their scheduled shift at their assigned security post, and the time they are able to leave the designated locker room building.

19. The time spent by Plaintiff and others similarly situated between first appearing at the designated locker room building and the beginning of their scheduled shift at the assigned security post, along with the time spent by Plaintiff and others similarly situated between the end of their designated shift and the time they leave the designated locker room building after changing

and storing their uniform, constitutes compensable work time pursuant to the New York Labor Law and the regulations implementing same.

**FIRST CAUSE OF ACTION**  
**NEW YORK OVERTIME COMPENSATION LAW**

20. Named Plaintiffs repeat and re-allege the allegations set forth in the preceding paragraphs.

21. 12 NYCRR § 142-2.2 requires that “[a]n employer shall pay an employee for overtime at a wage rate of 1 ½ times the employee’s regular rate” for hours worked in excess of 40 hours in one workweek.

22. NYLL § 663, provides that “[i]f any employee is paid by his employer less than the wage to which he is entitled under the provisions of this article, he may recover in a civil action the amount of any such underpayments, together with costs and such reasonable attorney’s fees.”

23. Defendants are employers, within the meaning contemplated, pursuant to NYLL Article 19 § 651(6) and the supporting New York State Department of Labor Regulations.

24. Named Plaintiff and members of the putative class are employees, within the meaning contemplated, pursuant to NYLL Article 19 § 651(5) and the supporting New York State Department of Labor Regulations.

25. Named Plaintiffs and members of the putative class worked more than forty (40) hours per week while working for Defendants.

26. Named Plaintiffs and members of the putative class did not receive all earned overtime compensation for hours worked after the first forty (40) hours in a week.

27. By the foregoing reasons, Defendants have violated NYLL § 663 and 12 NYCRR § 142-2.2, and are liable to Named Plaintiffs and members of the putative class in an amount to be determined at trial, plus interest, attorneys’ fees, and costs.

**SECOND CAUSE OF ACTION**  
**FAILURE TO PAY WAGES**

28. Named Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs.

29. At all relevant times, Named Plaintiffs and members of the putative class have been employees within the meaning of NYLL § 190, et seq., and any supporting New York State Department of Labor regulations.

30. At all relevant times, Defendants have been employers within the meaning of NYLL § 190, et seq., and any supporting New York State Department of Labor regulations.

31. Defendants failed to pay Named Plaintiffs and members of the putative class their hourly wage for all hours worked in accordance with the agreed upon terms of their employment.

32. Unpaid time worked includes, but is not limited to, time spent changing in the locker room, time spent assembling before each shift, time spent waiting for relief workers to appear at the end of each shift, and time spent travelling between the designated locker room building and the assigned security post.

33. Due to Defendants' violations of the NYLL, Plaintiffs and members of the putative class are entitled to recover an amount to be determined at trial, plus interest, attorneys' fees, and costs.

**WHEREFORE**, Named Plaintiffs and putative class members demand judgment:

1. on their first cause of action against Defendants, in an amount to be determined at trial, plus interest, attorneys' fees and costs;

2. On their second cause of action against Defendants, in an amount to be determined at trial, plus interest, attorneys' fees and costs; and

3. any other and further relief the Court may deem just and proper.

Dated: New York, New York  
December 11, 2018

VIRGINIA & AMBINDER, LLP

By: s/Lloyd Ambinder, Esq.  
Lloyd Ambinder, Esq.  
James Emmet Murphy, Esq.  
Virginia & Ambinder, LLP  
40 Broad Street, 7th Floor  
New York, New York 10004  
(212) 943-9080

*Attorneys for Named Plaintiff and the  
putative class*

# **EXHIBIT B**



COLLECTIVE BARGAINING AGREEMENT

between

NEW YORK UNIVERSITY

and

LOCAL ONE  
SECURITY OFFICERS UNION

July 1, 2012 - June 30, 2018

Tgn

TABLE OF CONTENTS

| <u>CONTENTS</u>                              | <u>PAGE NO.</u> |
|--|-----------------|
| ARTICLE 1 - RECOGNITION .....                | 1               |
| ARTICLE 2 - UNION SECURITY .....             | 2               |
| ARTICLE 3 - CHECK-OFF .....                  | 3               |
| ARTICLE 4 - NO STRIKE OR LOCKOUT .....       | 6               |
| ARTICLE 5 - HOURS OF WORK .....              | 6               |
| ARTICLE 6 - GRIEVANCE PROCEDURE .....        | 10              |
| ARTICLE 7 - HOLIDAYS AND PERSONAL DAY .....  | 13              |
| ARTICLE 8 - VACATIONS .....                  | 15              |
| ARTICLE 9 - LEAVE OF ABSENCE .....           | 18              |
| ARTICLE 10 - SEVERANCE PAY .....             | 20              |
| ARTICLE 11 - SICK CALL .....                 | 20              |
| ARTICLE 12 - SICK LEAVE .....                | 20              |
| ARTICLE 13 - LAYOFF AND DISCHARGE .....      | 24              |
| ARTICLE 14 - WAGES .....                     | 25              |
| ARTICLE 15 - MANAGEMENT RIGHTS .....         | 29              |
| ARTICLE 16 - REPLACEMENTS, PROMOTIONS .....  | 31              |
| ARTICLE 17 - DISCRIMINATION .....            | 31              |
| ARTICLE 18 - REDUCING FORCE AND RECALL ..... | 32              |
| ARTICLE 19 - JURY DUTY .....                 | 33              |

TGV

|  |    |
|--|----|
| ARTICLE 20 - BEREAVEMENT PAY .....                                       | 34 |
| ARTICLE 21 - SUBCONTRACTING.....   | 34 |
| ARTICLE 22 - JOB OPENINGS .....  | 36 |
| ARTICLE 23 - DEATH OF EMPLOYEE .....                                     | 37 |
| ARTICLE 24 - GOVERNMENT DECREES .....                                    | 37 |
| ARTICLE 25 - PROBATIONARY PERIOD .....                                   | 38 |
| ARTICLE 26 - PENSION .....   | 39 |
| ARTICLE 26A - WINDOW SEVERANCE PLAN .....                                | 41 |
| ARTICLE 27 - DISABILITY BENEFITS LAW/<br>EMPLOYMENT INSURANCE LAW .....  | 42 |
| ARTICLE 28 - HEALTH, DENTAL, AND LIFE INSURANCE .....                    | 43 |
| ARTICLE 29 - SUBSTANCE ABUSE POLICY .....                                | 45 |
| ARTICLE 30 - COMMUTATION EXPENSE REIMBURSEMENT ACCOUNTS .....            | 45 |
| ARTICLE 31 - INFORMATION .....   | 45 |
| ARTICLE 32 - HEALTH AND SAFETY MEETINGS AND REPORTS .....                | 47 |
| ARTICLE 33 - DOMESTIC PARTNER .....                                      | 48 |
| ARTICLE 34 - PUBLIC ACCESS DEFIBRILLATOR PROGRAM .....                   | 49 |
| ARTICLE 35 - EMERGENCY .....   | 49 |
| ARTICLE 36 - BULLETIN BOARDS .....                                       | 49 |
| ARTICLE 37 - DISCIPLINE FOR EXCESSIVE ABSENTEEISM<br>AND TARDINESS ..... | 50 |
| ARTICLE 38 - SECURITY SPECIALISTS .....                                  | 50 |
| ARTICLE 39 - UNION REPRESENTATIVES.....                                  | 51 |

TW

ARTICLE 40 - PERSONNEL FILES ..... 53

ARTICLE 41 - STAFF TRAINING ..... 53

ARTICLE 42 - ENTIRE AGREEMENT ..... 54

ARTICLE 43 - TERM AND RENEWAL ..... 55

APPENDIX A (WAGES) ..... 56

APPENDIX B (SEVERANCE PAY) ..... 58

APPENDIX C (STATEMENT OF DOMESTIC PARTNERSHIP) ..... 60

APPENDIX D (GUIDELINES REGARDING EXCESSIVE LATENESS) ..... 64

APPENDIX E (JOB DESCRIPTION OF SECURITY SPECIALISTS) ..... 66

APPENDIX F (DUES AUTHORIZATION FORM) ..... 70

APPENDIX G (SIDE AGREEMENTS) ..... 71

APPENDIX H-1 (GROUP HEALTH INSURANCE) ..... 72

APPENDIX H-2 ..... 73

APPENDIX I (STAFF TRAINING COURSES) ..... 75

SUBSTANCE ABUSE POLICY ..... 76

TPW

Agreement made this 20 day of May, 2013  
by and between New York University (hereinafter referred to as the  
"Employer") and Local One Security Officers Union (hereinafter  
referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative of all full-time, and regular part-time, Security Officers and Security Specialists now employed or who shall be employed during the term of this agreement at its facility, except for those Security Officers employed at the New York University Medical Center pursuant to the certification issued by the National Labor Relations Board on January 31, 1997 in Case No. 2-RC-21767. Merchandise Control Assistants working in the NYU bookstores are not covered by this collective bargaining agreement.

Wherever by chance masculine gender pronouns are used throughout this Agreement, they are for convenience only and are meant as well to refer to the feminine gender without distinction.

TN



ARTICLE 2 - UNION SECURITY

A. All security officers who are employed by the Employer on the date of the signing of this agreement who are members of the Union shall maintain their membership in the Union in good standing during the term of this agreement as a condition of continued employment. All security officers employed by the Employer on the date of the signing of this agreement who are not members of the Union shall become members of the Union within thirty (30) days after the signing date of this agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. All security officers hired by the Employer after the date of the signing of this agreement shall become members of the Union no later than the thirtieth (30th) 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.

B. For the purpose of this Article, a security officer shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and the initiation fee uniformly required as a condition of membership by the Union.

Initiation fees shall be required from Security Officers and Security Specialists hired after June 30, 1997.

ARTICLE 3 - CHECK-OFF

A. Upon receipt of written authorization from a security officer signed by the security officer in the form annexed hereto as Appendix F, the Employer does hereby agree that it will, pursuant to such authorization, deduct from the wages due said employee in the first pay period of each month, starting September 1, 1997 and thereafter on the first pay period of the month following the completion of the security officer's first thirty (30) days of employment and remit to the Union not later than the 20th day of the same month the regular monthly dues and initiation fees due to the Union. The Employer agrees that such deductions shall constitute trust funds. Security officers who do not sign written authorization for a deduction of dues and initiation fees from their wages must adhere to the same payment procedures by making payments directly to the Union. An Employee who fails to maintain membership in good standing as required by this Article shall within twenty calendar days following receipt of a written demand from the Union requesting his/her discharge be discharged.

TGW

B. The Employer shall be relieved from making such "check-off" deductions from wages of security officers upon (a) termination of employment or, (b) transfer to a job other than one covered by the bargaining unit or, (c) laid off from work, or leave of absence or, (d) revocation of the check-off authorization within its terms or applicable law.

C. Each month the Employer shall remit to the Union a list of all employees from whom dues and/or initiation fees have been deducted.

D. The Employer agrees to furnish to the Union each month a list of the names of newly hired security officers, their addresses, University identification numbers, and their date of hire. The Employer shall also furnish to the Union each month a list of names of terminated employees together with their dates of termination and names of employees on leaves of absence. The University will make a reasonable effort to provide all information through a mutually agreed upon method of electronic transfer to the Union or its designee. The University is not obligated to purchase additional equipment or incur substantial additional cost.



E. If a signatory does not revoke his authorization at the end of a year following the date of such authorization or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of such authorization irrevocable for another year or until the expiration of the next succeeding contract, whichever is earlier.

F. It is agreed that the Employer assumes no obligation financial or otherwise arising out of the provisions of this Article and the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by any employee arising from the deductions made by the Employer hereunder. Once the funds are submitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

G. For the purpose of determining the Employees who should be members of the Union and to insure that the terms of this agreement are being complied with, the Union shall have the right to inspect the Employer's Social Security reports and all payroll and tax records, concerning covered employees and any other record of their employment and the Employer shall make

TW

such records available to the Union during normal business hours upon reasonable notice.

ARTICLE 4 - NO STRIKE OR LOCKOUT

A. There shall be no work stoppage, strike, picketing, sympathy strike, refusal to cross picket lines, or lockout during the term of this Agreement.

B. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

ARTICLE 5 - HOURS OF WORK

A. The regular work week shall consist of forty (40) hours divided into five (5) days of eight hours each. All shifts will be scheduled over 8 ½ hours with a one half hour unpaid meal break. The first fifteen (15) minutes of each shift will be used for the purpose of roll call. Employees will not be required to perform any duties during the last fifteen (15) minutes of their shift, but will be permitted to return to the locker room to change their clothes and return equipment. At any time during said fifteen (15) minutes, Employees will be permitted to leave the premises, but will be credited with the

full fifteen (15) minutes. During the thirty (30) minute unpaid meal break, the Employees may leave the premises or their post.

B. If a meal break is interrupted or diminished for the purpose of performing duties at the Employer's request, the Employee shall be paid time and one half for the entire thirty (30) minutes. This does not include communication checks or voluntary acts not requested by the Employer.

C. Every Employee shall be entitled to two (2) consecutive days off in each work week. Insofar as possible these days shall be Friday and Saturday or Saturday and Sunday, or Sunday and Monday. (The Employer agrees to make every effort to extend this provision to all employees as soon as possible in keeping with normal operating requirements.)

D. Overtime shall be paid for at the rate of time and one-half for all hours worked by the Employees covered by this Agreement in excess of eight (8) hours per day and forty (40) hours per week. Paid sick leave and unpaid absences shall not be considered as time worked for the purpose of computing overtime.

E. The hourly rates relating to all employees covered by this Agreement shall be computed by dividing the wages received for the regular work week by forty (40). No full-time Employee shall have his regular working hours reduced in order to effect a corresponding reduction in pay.

F. Any Employee called in to work for any time not consecutive with his regular schedule shall be guaranteed four (4) hours of work. Employees called to work in emergencies are paid for all time (less any designated meal break) after arrival until dismissal.

G. Except for emergencies or other exigencies, overtime work assignments will be filled by requesting volunteers. If less volunteer than are needed or none volunteer, assignments will be made in order of least seniority. Except for emergencies or if all the bargaining unit employees have worked the limit (16 hours of mandatory overtime), employees will not be required to work more than sixteen (16) hours of mandatory overtime per calendar week. If an employee has worked the maximum number of hours permitted (16 hours of mandatory overtime), the next employee with the least seniority will be assigned the mandatory overtime. At its discretion, the

TGW



Employer may assign the least senior on the particular shift or the least senior in the bargaining unit from the available work force. Employees on vacation, sick leave, bereavement leave, jury duty, and leave of absence are not included in the available work force. The Employer will make a good faith effort to assign mandatory overtime to employees who are already on duty.

H. The Employer will make a good faith effort to distribute overtime in a fair manner among volunteers and to equalize the opportunity to work overtime.

I. Employees must be in uniform at the commencement of roll call (i.e., 6:45 a.m., 2:45 p.m. and 10:45 p.m.). Employees will continue to receive the current two minute grace period until their roll call is conducted at 7 Washington Place.

J. The following procedure shall be followed with regard to Security Officers who are assigned overtime for the purpose of providing coverage for meal breaks. If the Employer decides that overtime is necessary it will solicit volunteers. However, if there are not a sufficient number, the Employer will assign the remaining overtime. The overtime shall be consecutive with the Security Officer's tour and scheduled as follows:

1. The required number of Security Officers on the first platoon (11 p.m. to 7 a.m. shift) shall be assigned six hours of overtime to cover meal periods from 10:30 a.m. to 1 p.m.
2. The required number of Security Officers on the second platoon (7 a.m. to 3 p.m.) shall be assigned five and one half hours of overtime to cover meal periods from 5:30 p.m. to 8:30 p.m.
3. The required number of Security Officers on the third platoon (3 p.m. to 11 p.m. shift) shall be assigned six hours of overtime to cover meal periods from 1:30 a.m. to 5 a.m.

When Security Officers are not covering meal periods during these overtime assignments, they will be assigned to perform other usual Security Officer duties.

The Security Officers assigned this overtime will receive an \$8.00 meal allowance but will not get an additional meal break. The meal allowance is raised to \$12.00 effective July 1, 2013 and \$14.00 effective July 1, 2016.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

A. In the event of any labor dispute or difference between the Employer and the Union respecting any of its members employed by the Employer or the Employer and the Union as to the

TW

meaning, application, or operation of any provision of this Agreement, such dispute or difference shall be processed in accordance with the following procedure.

Step 1. The aggrieved Employee and/or Union representative shall request a meeting with the Employer's representative. The meeting must take place within ten (10) working days of the request. If such meeting does not take place within this time frame or if the Employer does not respond within ten (10) working days of the meeting, the Union may proceed to Step 2.

Step 2. If following Step 1, the grievance has not been satisfactorily resolved, the Employee and/or Union official shall meet with the Director of Labor Relations, or his representative, within ten (10) working days following the referral of the grievance to Step 2. The Employer may initiate grievances at Step 2. A response at Step 2 must be made within ten (10) working days.

Step 3. If either party is not satisfied with the response to Step 2, it may proceed to Arbitration. The parties shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The grievance may be taken to arbitration within thirty (30) days of the receipt of the Step 2 response. This time limit is of the essence.

B. The Union and the Director of Labor Relations shall attempt to choose the Arbitrator within five (5) days of a request to arbitrate. If they fail to designate an Arbitrator within the designated time period, the selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The Arbitrator's award shall be made within thirty (30) days after the hearing closes unless by mutual consent, the time of the hearing and the decision are extended. If a party defaults in appearing before the Arbitrator after due written notice, the award may be rendered upon the testimony of the other party.

D. Any grievance shall be presented to the Employer in writing within thirty (30) calendar days of its occurrence. Grievants attending grievance hearings and arbitrations shall be paid their regular scheduled hours during such attendance.

E. No more than one adjournment shall be granted by the Arbitrator without the consent of the opposing party. The party requesting an adjournment shall pay any late notice payments due the arbitrator.

F. In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing, provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

TW



G. All grievances or requests for documents are brought or requested by the Union alone and must be submitted in writing by the Union President or his/her designee.

H. Arbitration expenses shall be borne equally by the parties, except as provided for in paragraph E.

ARTICLE 7 - HOLIDAYS AND PERSONAL DAY

A. The following shall be paid holidays.

|                                   |                            |
|-----------------------------------|----------------------------|
| New Year's Day                    | Thanksgiving Day           |
| Martin Luther King Jr.'s Birthday | Day after Thanksgiving     |
| Presidents Day                    | Day before Christmas*      |
| Memorial Day                      | Christmas Day              |
| Independence Day                  | Day after Christmas        |
| Labor Day                         | Day before New Year's Day* |

\* If the University is open on either of these days, the Employer may substitute another day falling between Christmas and New Year's Day.

B. Employees working on any such holiday shall be paid a day's pay for said holiday and in addition shall be paid one additional day's pay at the rate of time-and-one-half.

C. Employees entitled to vote, but required to work on Election Day, shall be permitted time off to vote in accordance

TW

with the provisions of section 226 of the New York State Election Law.

D. Any Employee who is ill in any work week in which a holiday occurs, but who has worked the next regularly scheduled day immediately following such holiday, shall be entitled to pay for such holiday.

E. Schedules shall be arranged so that all Employees shall rotate on holidays so far as is practical. The roster of employees assigned to work on a holiday shall be posted at least two weeks in advance of the holiday.

F. If Federal Law designates a date other than the calendar date of one of the above listed holidays for the observance of the holiday, the date designated by law shall be considered the holiday.

G. Personal day - Once during each calendar year an employee may exchange a sick leave day from his bank, accrued during previous years (not one of the 12 days earned in the current year), for a personal day. The personal day must be scheduled in advance by mutual agreement of the supervisor and

DN

employee. Permission will not be withheld unreasonably but a supervisor may refuse to allow a personal day during a peak work load period (e.g. Commencement Day, Grad Alley, Check in Day, the first several weeks at the beginning of the fall semester), or if less than one week notice is given.

#### ARTICLE 8 - VACATIONS

A. The Employer will grant vacations to all regular full-time Employees covered by the Agreement based on the following vacation eligibility schedule:

|                                    |    |         |
|------------------------------------|----|---------|
| Employees who have worked 6 months | -- | 3 days  |
| Employees who have worked 1 year   | -- | 2 weeks |
| Employees who have worked 5 years  | -- | 3 weeks |
| Employees who have worked 8 years  | -- | 4 weeks |
| Employees who have worked 15 years | -- | 22 days |
| Employees who have worked 25 years | -- | 5 weeks |

B. Eligibility for vacation will be based on Employees' anniversary hiring date and seniority. When compatible with operational needs, choice of vacation period shall be according to seniority. The Employer may schedule vacations throughout the calendar year and shall determine the number of Employees who can be absent on vacation at any one time. In scheduling their vacations, employees may choose to take all of their vacation in a continuous block of time, unless the time is not available because it was chosen by employees with more

seniority. Employees must submit their request by February 1 and the vacation schedule will be posted by March 1.

C. There shall be no accrual of vacation credit during an unpaid leave of absence in excess of thirty (30) days.

D. If a holiday falls during the Employee's vacation period, the Employee will receive an additional day's pay at straight time therefore or, at the option of the Employee, an extra day off within ten (10) working days immediately preceding or succeeding the Employee's vacation period.

E. Employees covered by this Agreement shall receive actual vacations and no Employee covered by this Agreement shall be required to accept vacation pay in lieu of vacation periods except as provided in paragraph D above.

F. Vacation pay shall be paid prior to actual commencement of the vacation periods, if requested.

G. Any Employee, including a part-time Employee, whose employment is terminated for any reason, except for a criminal act, shall be entitled to a pro rata vacation allowance,



computed on his length of service as provided in the vacation schedule hereinabove set forth, and the elapsed period from his previous anniversary date of employment.

H. No Employee who leaves his/her position of his/her own accord shall be entitled to his/her accrued vacation credits; unless he/she gives five (5) working days termination notice.

I. Any Employee who has worked at least six (6) months before leaving his/her job shall be entitled to the vacation allowance provided in paragraph A minus any vacation days previously taken that were based on that allowance.

J. Part-time workers regularly employed shall receive proportionate allowances on the basis of the average number of hours per week they are employed.

K. By mutual agreement, an employee may take two week's pay at straight time in lieu of two weeks of vacation. Requests to take pay in lieu of vacation must be submitted during the first fifteen days of the quarter in which the vacation is scheduled. When the starting date of the vacation falls during the first month of the quarter (January, April, July, and

TN

October), however, requests may be submitted fifteen days prior to the starting date of the vacation.

ARTICLE 9 - LEAVE OF ABSENCE

A. Once during the term of this Agreement, upon written application to the Employer and the Union, a regular full-time Employee who has been employed by the Employer for five (5) consecutive years or more shall be granted a leave of absence without pay (conditioned upon the requirement that the Union provides a satisfactory replacement if requested to do so by the Employer) not to exceed six (6) months subject to extension, upon appropriate medical certification, for a period not to exceed an additional six (6) months, in case of bona fide illness or injury whether or not covered by the New York State Workers' Compensation Law. When during such a leave, such Employee is medically certified by the University Health Service to be physically and mentally able to resume work, he shall, on one (1) week written notice to the Employer, then be re-employed with no loss of seniority.

B. Once in every five (5) years, upon six (6) weeks written application to the Employer, a regular full-time Employee who has been employed by the University for five (5)

TW

years or more shall be granted a leave of absence without pay for personal emergency reasons not to exceed three (3) months, (conditioned on the requirement that the Union provides a satisfactory replacement if requested to do so by the Employer). This leave shall not be taken in conjunction with vacation. Upon the Employee's return to work, he/she shall be re-employed with no loss of seniority. In the event such Employee fails to return to work upon the expiration of such a leave, he/she shall be regarded as terminated.

C. An Employee shall be entitled to a two (2) week leave of absence without pay for paternity/maternity leave. The leave must be taken immediately following the birth or adoption of the child.

D. All employees returning from a leave of absence (as set forth in paragraphs A and B or an FMLA leave of four weeks or more) must consent to take and must pass a drug screening consistent with the procedure set forth in Article 29.

E. Any employee who performs service pursuant to the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended, will be granted all rights as provided by law.

TW

ARTICLE 10 - SEVERANCE PAY

A. In the event of severance of employment by reason of layoff, all regular full-time Employees covered by this Agreement shall be paid, in addition to any accrued vacation allowance, a severance allowance of one (1) week's pay for each full year of service with the Employer. However, in no event, shall an Employee receive in severance allowance an amount in excess of that which he would receive for the maximum unemployment allowance provided under the New York State Unemployment Insurance Laws.

B. This Article 10 shall be applicable only to those Employees on payroll as of September 1, 1972. With respect to all Employees hired subsequent to that date, the provisions of Appendix "B", attached hereto, shall govern.

ARTICLE 11 - SICK CALL

Employees unable to report to work because of sickness shall call in two (2) hours in advance.

ARTICLE 12 - SICK LEAVE

A. The Employer shall pay sick pay to Employees during any bona fide absence due to illness or accident based on the

TJW



following sick leave plan, in the amount of his/her regular daily wage.

B. All current and new Employees will receive one (1) sick day after six (6) months of employment, one (1) day after nine (9) months of employment, and one (1) day after 12 months of employment. After 13 months every Employee will accrue one (1) sick day per month up to a maximum of 12 days per year.

C. An Employee shall be permitted to accrue a maximum total of one hundred (100) days of sick leave, including days previously accrued under these provisions.

D. In the event an Employee has not returned to work at the time his/her full accrued credits are exhausted, or if such credits are exhausted by the fifth day of absence, he/she shall then be entitled to the same benefits and to the same extent as are provided under the New York State Disability Law. Sick leave benefits are integrated with the New York Disability Benefits in that the twenty-six (26) week disability payment period prescribed by Law begins after the waiting period of five (5) working days, whether or not the Employee is using sick leave credits.

TW

E. In cases involving injuries or occupational diseases covered by the New York State Workers' Compensation Act, Employees may use accumulated sick leave during their first week of absence.

F. All payments hereinabove set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this Agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions. In the event the provisions of this sick leave plan shall be found to be unenforceable or contrary to law, the parties shall negotiate an equivalent plan and, if unable to agree, shall submit such matter to arbitration under this Agreement; but in no event shall any substitute plan be less favorable to Employees than the plan hereinabove set forth.

G. Any Employee who becomes injured during working hours shall receive the rest of the day off without loss of pay or deduction from sick leave, provided that the injury is such that the Employer orders the Employee not to return to work. In such

TW

case, the Employee must report to the University's Health Service or any Hospital Emergency Room.

H. Any Employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$350.00, (\$500.00 for each subsequent consecutive year of perfect attendance) to be paid in a separate check.

I. Employees eligible for sick leave credit shall receive a day's regular pay for each day of sick leave not taken from the sick leave days accrued by the Employee during that calendar year. Such payment shall be made to the Employee prior to the end of January for the following calendar year (i.e., prior to the end of January 2008 for sick leave days earned but not used in 2007). Employees are not entitled to be paid for sick leave accrued in previous years: An employee who is out on sick leave 12 or more days in a calendar year is not entitled to any payment under this provision. Pay under this provision may be declined by the Employee, in which case sick leave days not taken during the calendar year shall accrue to the Employee in accordance with Section C of this Article. Payments under this provision shall be made in a separate check.

TAN

J. Any employee who has used his/her entire sick leave benefit and who has an extended disability may, upon request, receive a lump sum payment for his/her accrued unused vacation or any portion thereof.

ARTICLE 13 - LAYOFF AND DISCHARGE

A. In the event of layoffs of Employees covered by this Agreement, seniority in employment shall prevail whenever compatible with work requirements, which compatibility shall be judged solely by the Employer.

B. The Employer shall be free to dismiss any Employee for just cause, subject to Article 6. The Employer may not use any documents contained in any Employee's personnel file as evidence in an arbitration proceeding involving discharge or discipline unless the Employee had been given a copy of such document or documents within a reasonable time after the same was placed in the Employee's personnel file. The employee must sign an acknowledgement of receipt of such disciplinary notice or work related documents or be subject to disciplinary action. Any such documents must contain the following statement in bold face:

TJR



I am signing this document for the sole purpose of confirming that I have received a copy. I reserve the right to contest it through the grievance procedure or any other legal forum.

C. In the event of a reduction in force, the Employer may not require any of the remaining Employees to perform more work. The Employer may change duties and schedules as provided in Article 14, paragraph B.

ARTICLE 14 - WAGES

A. The applicable wage scales are as shown in Appendix "A" attached hereto.

B. There shall be no lowering of any standards of working conditions of any Employee in the employ of the Employer as a result of this Agreement. All Employees enjoying higher wages, higher benefits or better working conditions than provided for herein, either pursuant to a prior collective bargaining agreement or otherwise, shall continue to enjoy at least the same, with the exception that the Employer may make reasonable changes in schedules and assignments to meet operational, budgetary or legal needs. Except in emergencies, the Union shall be given one (1) week notice of any changes in schedules.

TW

C. (1) Drivers when assigned to drive a Protection Department Motor Vehicle, shall receive an additional \$0.25 per hour. Except in emergencies, at least one security officer per tour shall be assigned to drive a vehicle. Scooters and bicycles are treated differently. A security officer who volunteers and is assigned to drive a three wheeled scooter vehicle shall receive an additional fifty cents (\$0.50) per hour. A security officer who volunteers and is assigned to operate a bicycle shall receive an additional thirty cents (\$0.30) per hour. Assignment of Security Officers and Security Specialists to scooters or bicycles is not required.

(2) Effective July 1, 2013, Security Officers assigned to operate a motor vehicle, scooter or bicycle shall receive an additional one dollar (\$1.00) per hour, in lieu of the amounts in the above paragraph.

D. If a security officer works twelve (12) consecutive hours, he/she shall be entitled to an additional meal break and a \$8.00 meal allowance. The meal allowance is raised to \$12.00 effective July 1, 2013 and \$14.00 effective July 1, 2016.

E. Any Employee required to perform a higher rated bargaining unit job as a temporary assignment of one work day or

TW

more, shall be paid the then current contractual rate of pay for the higher rated job provided the following conditions have been met:

1. The Employee must have been assigned at the specific request of the Employer.
2. The Employee must actually perform those duties normally undertaken by an Employee holding the job he/she is filling on a temporary basis.

F. For the period July 1, 2012 - June 30, 2013, employees shall receive a shift differential of \$1.12 per hour only for hours worked between 5:00 pm and 11:00 pm and \$1.25 per hour only for hours worked between 11:00 pm and 5:00 am. Shift differential pay is not included in the overtime rate (e.g. an employee earning \$12 per hour who is working overtime will be paid \$18 per hour plus the shift differential for hours worked between 5:00 pm and 11:00 pm but only \$18 per hour for all other hours worked).

Effective July 1, 2013, the shift pay differential schedule shall be as follows:

| <u>5:00 pm - 11:00 pm</u> | <u>11:00 pm - 5:00 am</u> |
|---------------------------|---------------------------|
| July 1, 2013 - \$1.25     | \$1.40                    |
| July 1, 2015 - \$1.50     | \$1.70                    |
| July 1, 2017 - \$1.70     | \$1.85                    |

G. (1) Security officers with fire safety certificates will be paid \$0.75 per hour over the hourly rate if required to



perform Fire Safety Director (FSD) or Deputy Fire Safety Director (DFSD) duties. The payments shall be retroactive to the date the employee became certified in a building or July 1, 1996 whichever is later. Effective July 1, 2013, the differential is raised to \$1.50 per hour.

(2) The University shall pay any license or renewal fees for FSD.

(3) (i) A Security Officer at the job rate who is certified and assigned as both FSD and Emergency Action Plan (EAP) director will receive Security Specialist pay for all such time assigned.

(ii) A Security Officer who is not at the job rate who is certified and assigned as both FSD and EAP Director will receive the Security officer job rate for all such time assigned.

(4) The University will pay for any required Fire Guard Training.

H. Security officers will retain any overtime credit they received as of May 14, 1997 for working in a dormitory.

TW

I. (1) Security Officers assigned to duties as a Field Training Officer (FTO) shall receive a pay differential as follows:

| <u>Effective</u> | <u>Differential Per Hour</u> |
|------------------|------------------------------|
| July 1, 2012     | \$0.85                       |
| July 1, 2013     | \$1.00                       |

(2) Effective July 1, 2013, Security Officers assigned to Dispatcher duties shall receive an additional \$2.00 per hour.

(3) Employees assigned to wear business attire for three (3) days or more in any calendar month shall receive a cleaning allowance of \$20.00.

J. Paychecks shall include overtime earned during the period covered by the check.

ARTICLE 15 - MANAGEMENT RIGHTS

A. The operation and management of the University and the supervision and direction of the employees are and shall continue to be solely and exclusively the functions and prerogatives of the University. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit

provisions of this Agreement are reserved and retained by the University, including the right to select and hire all employees, to suspend, discipline or discharge them for just cause, to promote them to supervisory or other positions, to assign, transfer, supervise and direct all working forces, to maintain discipline (subject to just cause) and efficiency among them, to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the activities, and to exercise the other customary functions of the University for carrying on of its business and operations, are recognized as vested exclusively in the University.

B. The right of the Employer to make reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the plant and to require compliance therewith by employees is recognized, provided employees are notified of the rules and regulations. The Union reserves the right to contest the reasonableness and application of the Employer's rules and regulations through the grievance procedure, nor does this Article constitute a waiver of the

TW

Union's rights to bargain collectively under Section 8(d) of the National Labor Relations Act including midterm changes.

ARTICLE 16 - REPLACEMENTS, PROMOTIONS

Preference shall be given to those Employees already employed in making promotions, filling vacancies and filling newly created jobs covered by this Agreement. Such promotions and replacements shall be based on an evaluation of all relevant factors including experience, training, skill, ability, efficiency, physical fitness, attendance record, work record, appearance and personality for that particular job. Where the evaluations are relatively equal, seniority shall govern.

ARTICLE 17 - DISCRIMINATION

There shall be no discrimination as defined by applicable Federal, New York State and New York City laws, against any present or future Employee by reason of race, color, creed, religion, national origin or citizenship status, sex, marital status, sexual orientation, age, physical or mental disability or Union membership.

ARTICLE 18- REDUCING FORCE AND RECALL

A. In reducing force, the Employer shall give Employees who have been employed for one (1) year or more, in addition to their accrued vacation credits and termination pay, if any, at least one (1) week notice of layoff or in lieu thereof, an additional week's pay.

B. In cases involving the layoff of an Employee who has been employed for one (1) year or more, the Union shall be given at least two (2) weeks advance written notice.

C. Any Employee employed for one (1) year or more and who is laid off, shall have the right of recall, provided that the period of layoff does not exceed six (6) months. Recall shall be in the reverse order of laid-off Employees' seniority (i.e., the most recently terminated Employee shall have the first right of recall).

D. The Employer shall notify by certified mail, return receipt requested, laid-off Employees at their last known address, of any job vacancy and a copy of this notice shall be sent to the Union. The Employee shall then be given seven (7)

TW



days from the date of the mailing of the letter in which to express in person or by registered or certified mail their desire to accept the available job. Upon reemployment, full seniority status, shall be credited to the Employee. Any Employee who received termination pay and, is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what he/she has received and what he/she is entitled to if subsequently terminated at a future date. Any vacation moneys paid shall be credited to the Employer against the current vacation entitlement.

ARTICLE 19 - JURY DUTY

A. Employees called for jury duty shall receive, for each day of the work week that they are required to qualify, report or serve on a jury, the difference between eight (8) hours of straight-time pay and their per diem compensation for jury service, up to a maximum of four (4) weeks in each calendar year. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty, if, in the

TAN

opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

B. Employees who serve on a jury shall not be required to work any shift during such day.

C. Employees who perform jury duty on their days off are not entitled to benefits under this provision for such days, or to have their schedules changed.

ARTICLE 20 - BEREAVEMENT PAY

Employees with at least one (1) year of employment in the bargaining unit shall not be required to work but shall be paid their regular straight-time wages for their next three (3) working days immediately following the death of their parent, grandparent, parent-in-law, brother, sister, spouse, child or registered domestic partner.

ARTICLE 21 - SUBCONTRACTING

The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by Security Officers covered by this

TAL



Agreement except within the provisions and limitations set forth below:

A. The Employer may contract out, without restriction; temporary work such as security for special events, buildings under construction, and funds accumulated during peak periods; and security work at the following locations: Sterling Forest, Midtown Center, Norman Thomas High School, D'Agostino Hall, Mercer Street Residence, Silver Towers, the Woolworth Building and School of Continuing and Professional Studies locations away from the Washington Square vicinity\*.

B. In addition, the Employer may contract out for up to a total of seven percent of the full time employees plus the full time equivalent of part time employees (computed by dividing the base hours of all part time employees by 40) in the bargaining unit. For example, if there are 300 full time employees in the bargaining unit (including the full time equivalent of part time employees), the Employer may contract out for a total number of hours equal to 21 full time positions (i.e., 840 hours) per week. Overtime will not be counted in computing the full time

---

\* The Washington Square vicinity is defined as the area in Manhattan from the East River to the Hudson River between 24<sup>th</sup> Street and Canal Street.

TW

equivalent of full time and part time employees. The computation will only count full time equivalents in units of 20. For example, if there are 319 full time employees in the bargaining unit, the Employer may still only contract out 840 hours per week. If there are 320, it could contract out 896 hours per week. No work covered by this agreement may be contracted out if any bargaining unit employee is on layoff. Except in an emergency, no non-bargaining unit security officers may be used in a student housing facility under this paragraph B. No bargaining unit employee will be removed from a post and replaced by a contract guard, unless the bargaining unit employee's assignment was a temporary one of thirty days or less. Any contract guards stationed inside or adjacent to any NYU bookstore must be counted in computing the number of hours permitted under this paragraph B. The Employer will give the Union a weekly list showing the contract companies used, the number of guards used, the hours worked and the location where the guards worked.

ARTICLE 22 - JOB OPENINGS

A. The Employer shall post, conspicuously, on suitable bulletin boards all new job openings and all new job vacancies

TW

to provide the Employees covered by this Agreement opportunities to be considered for such job openings and job vacancies.

B. Officers who have voluntarily applied for a posted position, and who have been temporarily assigned to the position for the trial 45 day period by the Department, and subsequently are retained in that position after the trial period, must remain in that position for a minimum of one (1) year from the date of assignment. After the one (1) year period a security officer shall be eligible to apply for an open position.

ARTICLE 23 - DEATH OF EMPLOYEE

If any Employee dies after becoming entitled to, but before receiving any wage or pay hereunder, it shall be paid to his/her estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to welfare and pension benefits where the rules and regulations of the Plans shall govern.

ARTICLE 24 - GOVERNMENT DECREES

A. If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished the Union may upon

TW

ten (10) days notice require negotiation between the parties to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the Employees, at no greater cost to the Employer. If they cannot agree, the dispute shall be submitted to arbitration.

B. In the event that any provision of this contract requires approval of any government agency, the Employer shall cooperate with the Union with respect thereto.

ARTICLE 25 - PROBATIONARY PERIOD

Each employee shall be on probationary status during the first 12 months of employment, [excluding time lost for sickness and other leaves of absence]. During, or at the end of the probationary period, the Employer may discharge any such employee and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Extension of the probationary period may be agreed upon by the Employer and the Union.

TW



ARTICLE 26 - PENSION

A. Employer contributions to the Local One Security Officer's Union Money Purchase Pension Plan ceased effective June 30, 2007. All individual account balances are retained in the Plan and individual employees shall receive them in accordance with the terms of the Plan.

B. (1) Effective July 1, 2007 employees previously covered by the Local One Security Officers Union Money Purchase Pension Plan are covered prospectively by the New York University Staff Pension Plan ("the Plan").

(2) Employees commenced earning service credit under the Plan effective July 1, 2007.

(3) There will be full vesting in Plan benefits after five (5) years of service, including all service with the University.

(4) The University shall make any amendments to the Plan and/or any governmental filings required to effectuate the provisions contained in this article.

(5) The Union has received a copy of the complete text of the New York University Staff Pension Plan (Non-Contributory) and the Summary Plan Description (SPD).

(6) The Employer will maintain the New York

TW

University Staff Pension Plan for eligible bargaining unit employees for the duration of this Agreement.

(7) Bargaining unit employees are eligible for participation once they have reached the age of twenty-one (21), have been employed by the University for twelve (12) months, and have worked 1,000 hours in a twelve (12) consecutive month period.

(8) For covered service effective July 1, 2007, the amount of pension an employee is entitled to is based on the following formula:

- a. Average monthly salary over the three (3) consecutive years with the highest compensation prior to termination date x .014 x first nine credited years of service.
- b. Average monthly salary over the three (3) consecutive years with the highest compensation prior to termination date x .017 x credited years of service after 9 up to a maximum of 35 years of service.

An employee may accrue a maximum of 35 credited years of service under all of the sections of this provision.

(9) The normal retirement date is the first day of the month after the month in which the employee's sixty-fifth (65th) birthday occurs, or the employee's birthday if the employee's sixty-fifth birthday is the first of the month.

TW

(10) Effective January 1, 1986, the mandatory retirement date is eliminated, as required by New York State Law.

(11) Effective November 1, 1981, the pension plan is amended to count as credited years of service, years of service prior to the month in which the employee attained his/her 22nd birthday.

(12) All questions concerning coverage, vesting, entitlement to pension, or any aspect of the plan are to be resolved in accordance with the procedures contained in the plan and are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 26A - WINDOW SEVERANCE PLAN

Effective for the period May 1, 2013 to December 31, 2013, the University will establish a Window Severance Plan with the following features:

1. Employees age sixty-two (62) and over with at least ten years of full-time continuous service will be eligible to participate in the plan.

2. Eligible employees may, during the period of the Plan, elect in writing (in a form to be provided by the University) to resign from the University's employment.

TW



3. Eligible employees electing to so resign will receive one week's base pay for every full year of service.

4. The Plan will comply with all provisions of the Age Discrimination in Employment Act.

5. Eligible employees will be entitled to all applicable university retiree benefits.

The University shall be solely responsible for the expense and preparation of Window Severance Plan documents.

ARTICLE 27 - DISABILITY BENEFITS LAW/  
EMPLOYMENT INSURANCE LAW

A. The Employer shall cover its Employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a non-contributory basis and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

B. Any Employee required to attend his Workers Compensation hearing shall be paid for his regularly scheduled hours during such attendance.

ARTICLE 28 - HEALTH, DENTALL AND LIFE INSURANCE

A. The Employer shall continue to provide its present choices of health insurance coverage, or substantially equivalent coverage, on an individual basis and for families to full-time employees upon completion of three (3) months service. Choices of health insurance plans, including the ability to opt out (upon proof of substantially similar coverage) will be during the annual open enrollment period.

1. Calendar Year 2013

See Appendix H-1

2. Calendar Years 2014, 2015, 2016, 2017, 2018

See Appendix H-2

B. If the University negotiates a substantially better health insurance program with IBT Local 810 during the term hereof, the Union may elect a re-opening of the contract for the purpose of negotiations on the subject of health insurance within (60) days thereof.

C. Dental Insurance

1. For the calendar year 2013, the University will continue to provide its Met Life Dental Assistance Benefits

Plan, or equivalent coverage, (including the provisions setting forth exclusions, limitations, deductibles, and service requirement) on an individual basis to full-time permanent employees at no cost to the employee for the duration of this agreement. Coverage for the family, including a domestic partner and children of the domestic partner, of a full-time permanent employee is permitted on a shared cost basis. The contribution for family coverage is \$4.00 per month. The service requirement is three months. The University shall continue to provide the same coverage that it provides for administrators for the duration of this Agreement.

2. Effective calendar year 2014, employee dental insurance contributions are \$5.00 per month for individual coverage and \$15.00 per month for family coverage.

C. Group Life Insurance

1. The Employer shall grant \$30,000.00 of the Employer's group life insurance coverage at the Employer's expense to all full-time employees covered by this Agreement upon the completion of three months employment.

2. Optional additional amounts will be available to full-time employees in \$5,000 increments, up to a maximum of \$40,000, on a cost-shared basis, with the employee paying one-

half of the cost and the University paying one-half. Effective January 1, 2014, the maximum is increased to \$70,000.00.

3. New employees have 30 days after completion of three (3) months of service to enroll without proof of insurability.

4. Employees who choose not to elect voluntary coverage during the initial enrollment period available to them will have to show proof of insurability at a later date in order to participate.

ARTICLE 29 - SUBSTANCE ABUSE POLICY

The New York University / Local One Security Officers Union Substance Abuse Policy is incorporated herein by reference.

ARTICLE 30 - COMMUTATION EXPENSE REIMBURSEMENT ACCOUNTS

The University will make available to employees the same commutation expense reimbursement accounts that it makes available to administrators.

ARTICLE 31 - INFORMATION

A. The University will give the union the names and addresses of new employees on a monthly basis.

TAN



B. The University will furnish to the union the dates of changes in status of the bargaining unit members. The University will furnish to the union notice of all dismissals, resignations, deaths, promotions, demotions, transfers, retirements, name changes, reclassifications and leaves of absence and the dates of such changes. The notice of leaves of absence will include the starting and return dates of the leave. The notice of dismissals, resignations, deaths and retirements shall state the reasons for termination (discharge, resigned) and whether the employee was on probation. This information shall be furnished by the twentieth (20th) day of the month following the month in which either they were employed and/or there was any change in employment status.

C. The University will provide to the Union on a quarterly basis a list of the names of all members of the bargaining unit with their University identification numbers, job title, rate of pay, home addresses and date of hire, as shown in the University's records. The University will make a reasonable effort to provide this information through a mutually agreed upon method of electronic transfer to the Union or its designee. The University is not obligated to purchase

TJW



additional equipment or incur substantial additional cost.

D. The University will send the job-posting list to the union each week.

E. Copies of any Departmental rules, regulations and policies that relate to terms and conditions of employment or disciplinary action shall be sent to the union. If there are any changes in these Departmental-Wide rules, regulations and policies the union must receive them at the same time they are distributed.

ARTICLE 32 - HEALTH AND SAFETY

A. Two University representatives and two Union representatives, at the request of either party, will meet at a mutually agreeable time and place, twice during each contract year, to discuss matters relating to health and safety. The meetings will be scheduled for two hours and any Union representative who is a member of the bargaining unit will be released from work to attend the meeting and will be paid for the time spent at the meeting.

B. In compliance with University health and safety policies and procedures, the University shall make reasonable

TJW

attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

C. All employees exposed to biohazard areas will be issued radiation tags.

D. Safety medical kits shall be supplied by the University and placed in the locker rooms.

ARTICLE 33 - DOMESTIC PARTNER

Wherever the term spouse is used in the contract, the benefit provided may be used equally by an employee for a domestic partner, provided that the employee and domestic partner sign and are in compliance with the terms of the affidavit attached as Appendix C. Wherever the term child or children is used in the contract, the benefit provided may be used equally by an employee for the natural or adopted child or children of a domestic partner subject to the same proviso. Wherever the terms "domestic partner" or "domestic partner's child" are used in the contract, they are defined as stated above and subject to the qualifications stated above.

TAN

ARTICLE 34 - PUBLIC ACCESS DEFIBRILLATOR PROGRAM


Security Officers will be trained and required to use an Automatic External Defibrillator (AED) in the performance of their duties.

ARTICLE 35 - EMERGENCY

For purposes of the contract, emergency means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

ARTICLE 36 - BULLETIN BOARDS

The Department shall provide minimum 48 inch by 36 inch bulletin boards for Union notices relating to meetings, dues, entertainment and general union activities. The bulletin boards shall be placed in the locker rooms at 7 Washington Place, the substation at 13th Street, the Dental Center, 80 Lafayette Street and near the Law School time clock. These bulletin boards shall be glass cases with a lock and key for the exclusive use of the Union, except at the Law School where the board is shared. No notices which are derogatory to the University shall be posted.



**ARTICLE 37 - DISCIPLINE FOR EXCESSIVE-ABSENTEEISM  
AND TARDINESS**

---

A. Discipline for excessive tardiness is to be handled in accordance with the guidelines set forth in Appendix D.

B. Discipline for absenteeism problems will be handled on a case by case basis and must be for just cause. The University will continue to follow its progressive discipline practice which usually provides for an oral and written warning before suspension[s] or discharge, but which allows for skipping steps depending on the seriousness of the misconduct involved. All discipline is subject to the grievance and arbitration procedure.

**ARTICLE 38 - SECURITY SPECIALISTS**

1. A seniority roster, separate from that used for Security Officers, shall be kept for Security Specialists to determine the scheduling of their vacation and days off.

2. The schedules for Security Specialists hired prior to December 9, 1998 will remain the same as currently worked unless class schedules change or other events occur that change the needs of the Department, which then reserves the right to make

TAN

reasonable changes in schedules. The Department is not limited in any way with regard to schedules for Security Specialist replacements or additional Security Specialists hired on or after December 9, 1998.

3. The job description for the Security Specialists is attached as Appendix E.

ARTICLE 39 - UNION REPRESENTATIVES

A. A Shop Steward or Union officer will be released from work to attend first and second step grievance hearings and paid for the time spent at such hearings. No Shop Steward or Union officer will be paid for attending more than two grievance hearings a week.

B. The grievance will be scheduled at a mutually agreeable time with the supervisor at Step 1 and the Director of Labor Relations or that person's designee at Step 2. Those officials shall also verify the length of the hearing.

C. The Shop Steward or Union officer will not be paid or released from work for time spent in preparation for the hearing or discussing the grievance with the grievant.


TW



D. The Union shall give a current list of Shop Stewards and Union officers to the Director of Labor Relations and give notice of any changes in the list within one week of their occurrence.

E. An accredited representative of the Union shall have reasonable access to the University's premises where bargaining unit employees are present, for the purpose of administering this Agreement, provided that there is no interference with employees' work and that prior notice of the visit is given to the tour commander. The Union will provide in writing, the names and positions of up to three (3) accredited representatives to the University's Office of Labor Relations.

F. Up to five Union Representatives total will be released from work 2 hours before the end of their tour if working the hours on the 2<sup>nd</sup> Platoon (7x3 tour) or will be released from work 2 hours during the start of their tour if working the hours on the 3<sup>rd</sup> Platoon (3x11 tour) and paid for this time, for the purpose of attending Union meetings once per month. The Union will give five (5) days notice of the date of the upcoming meetings and the names of the representatives to be



released. The Union recognizes that there may be exceptional circumstances requiring that these leaves be cancelled in whole or in part.

ARTICLE 40: PERSONNEL FILES

Employees will be given an opportunity to read any written warning or letter notifying them of disciplinary action which is placed in their personnel file, and shall receive a copy at the same time. They must acknowledge that they have read the document by signing it. This provision does not permit inspection of personnel files.

An employee will be permitted to submit a written rebuttal to any written letter or notice of disciplinary action and have it placed in his/her personnel file.

ARTICLE 41 - STAFF TRAINING

If the courses listed in Appendix I are offered by the School of Continuing and Professional Studies and are tuition remission eligible, employees who enroll will be reimbursed for the normal 20% tuition charge if they successfully complete the course. Representatives of the University and the Union shall meet annually to discuss other courses, if any, which may be substituted for the courses listed in Appendix I.

ARTICLE 42 - ENTIRE AGREEMENT

The parties, in consideration of the benefits, privileges and advantages provided in this Agreement, and as a condition to the execution thereof, agree that that no term of the Agreement may be modified in any respect except by a writing executed by each of the parties hereto. The parties further acknowledge that they have had a full and unfettered right to bargain over the wages and benefits payable to employees covered hereunder, and waive their right to bargain concerning such wages and/or benefits during the term of this Agreement.

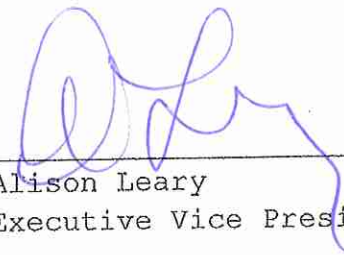
FM

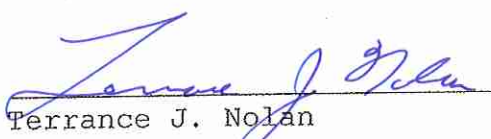
ARTICLE 43 - TERM AND RENEWAL

This Agreement shall be effective as of July 1, 2012 unless otherwise provided herein and shall expire June 30, 2018. Sixty (60) days prior to the expiration of this Agreement, the parties shall commence negotiations for an Agreement to become effective July 1, 2018.

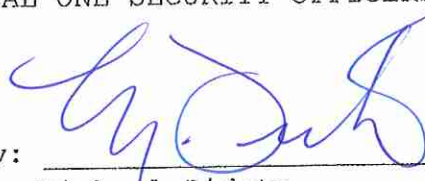
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20 day of May, 2013.

NEW YORK UNIVERSITY

By:   
Alison Leary  
Executive Vice President

By:   
Terrance J. Nolan  
Director of Labor Relations

LOCAL ONE SECURITY OFFICERS UNION

By:   
Michael Pidoto  
President

TW

APPENDIX A

1. Minimum weekly wage rates for full time Security Officers hired prior to July 1, 2008 and full time Security Specialists after receiving the across the board increases listed below:

|                      | <u>7/1/2012</u> | <u>7/1/13</u> | <u>7/1/14</u> | <u>7/1/15</u> | <u>7/1/16</u> | <u>7/1/17</u> |
|----------------------|-----------------|---------------|---------------|---------------|---------------|---------------|
| Security Officers    | \$1018.00       | \$1038.00     | \$1064.00     | \$1091.00     | \$1118.00     | \$1146.00     |
| Security Specialists | \$1122.00       | \$1144.50     | \$1173.00     | \$1202.00     | \$1232.00     | \$1263.00     |

2. Hiring Rates (weekly):

| <u>7/1/2012</u> | <u>7/1/13</u> | <u>7/1/14</u> | <u>7/1/15</u> | <u>7/1/16</u> | <u>7/1/17</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| \$550.00        | \$600.00      | \$615.00      | \$630.50      | \$646.00      | \$662.00      |

3. Across the board increases for all Security Officers and Security Specialists employed on the dates set forth below:

| <u>7/1/2012</u> | <u>7/1/13</u> | <u>7/1/14</u> | <u>7/1/15</u> | <u>7/1/16</u> | <u>7/1/17</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 2.5%            | 2%            | 2.5%          | 2.5%          | 2.5%          | 2.5%          |

The above will be rounded to the nearest \$0.50 or dollar.

4. Wages of part-time Employees shall be prorated.

5. All wages shall be paid weekly in cash or by check

6. Full time employees earning less than \$600.00 per week will have their wages adjusted to \$600.00 per week effective July 1, 2013, after the calculation of the across the board increase.



7. Longevity Increases

After receiving the above across-the-board increases:

- A. On each July 1, employees who have reached their 10<sup>th</sup> anniversary of employment during the previous twelve (12) months shall receive an increase of nine dollars (\$9.00) per week.
- B. On each July 1, employees who have reached their 15<sup>th</sup> anniversary of employment during the previous twelve (12) months shall receive an increase of seven dollars (\$7.00) per week.
- C. On each July 1, employees who have reached their 20<sup>th</sup> anniversary of employment during the previous twelve (12) months shall receive an increase of seven dollars (\$7.00) per week.

8. Step Increases

- Completion of 3 months of service - \$20.00 per week
- Completion of 18 months of service - \$20.00 per week
- Completion of 36 months of service - \$20.00 per week
- Completion of 48 months of service - an amount necessary to bring the Security Officer to the applicable minimum wage rate (job rate) listed in paragraph 1 above.

APPENDIX B

Severance Pay

A. For those employees employed subsequent to September 1, 1972, the following provisions shall govern;

1. In case of termination of employment because of the employee's physical or mental inability to perform his duties or from reduction in force, the employee shall receive, in addition to accrued vacation credits, termination pay according to service with the Employer, as follows:

|  |   |               |
|--|---|---------------|
| Employees with 5 but less than 10 years  | - | 1 week's pay  |
| Employees with 10 but less than 12 years | - | 2 weeks' pay  |
| Employees with 12 but less than 15 years | - | 3 weeks' pay  |
| Employees with 15 but less than 17 years | - | 6 weeks' pay  |
| Employees with 17 but less than 20 years | - | 7 weeks' pay  |
| Employees with 20 but less than 25 years | - | 8 weeks' pay  |
| Employees with 25 years or more          | - | 10 weeks' pay |

As an employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits satisfactory evidence of such inability. If the Employer does not deem the evidence satisfactory, such question may be submitted to grievance and arbitration.

2. The right to accept termination pay and resign where there has been a reduction in force shall be determined by

seniority, i.e., termination pay shall be offered to the most senior employee, then to the next more senior, and so on, until accepted. If no employee accepts the offer, the least senior employee or employees shall be terminated and shall receive any applicable termination pay.

3. "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employment, he shall be considered a new employee for all purposes.

TW

APPENDIX C**Affidavit of Domestic Partnership**

New York University (the "University") provides benefits to your domestic partner and his or her children, provided that you and your domestic partner sign and complete this Affidavit of Domestic Partnership in the presence of a notary public or a representative of the University's Benefits Office and return it along with the supporting documentation to the Benefits Office at the address provided below. Once your affidavit and supporting documentation have been reviewed, you and your domestic partner will be informed if any further information or action is required.

**A. DECLARATION**

We, \_\_\_\_\_ (employee name) and \_\_\_\_\_ (domestic partner), certify that we are domestic partners in accordance with the following criteria and that we are eligible for benefits coverage under the University's benefit programs.

**B. PROOF OF STATUS**

We have evidence of a New York City Certificate of Domestic Partnership, or a marriage certificate, domestic partnership registration, civil union or the equivalent (issued by a foreign country, or a state, municipality, territory or enclave of the United States). (Please attach copies of such evidence, in addition to copies of the employee's ID and a photo ID of the domestic partner.)

OR

We declare the following:

- We are each other's sole domestic partner and have a committed relationship intended to be of indefinite duration.
- We are not married to anyone else, and, if previously married, a legal divorce or annulment has been obtained or the former spouse is deceased.
- We are at least eighteen (18) years old and are old enough to enter into marriage according to the laws of the State or Commonwealth in which we legally reside.
- We are not a member of another domestic partnership, and if we previously were a member of a domestic partnership, we have taken the necessary legal and other steps to terminate the relationship.
- We are mentally competent to enter into a contract according to the laws of the State or Commonwealth in which we reside.
- We are not related by blood to a degree of closeness that would prohibit legal marriage in the State or Commonwealth in which we legally reside.
- We reside together in the same residence and intend to do so indefinitely. (Note: The shared residency requirement will be suspended for a period of up to 12 months in the case of a separation that is temporary, for example, a job transfer or other temporary separation that results in you and your domestic partner living in separate residences. During the time that the shared residence

TGW



requirements temporarily suspended, all other domestic partnership criteria will continue to apply. If after 12 months you are not sharing the same residence for any reason, the partnership will be terminated.)

- a. We understand that as domestic partners, we are subject to the same University policies and guidelines in accessing and availing ourselves of the University's benefit programs as other employees. For example, all employees must enroll a new domestic partner and his or her children in the University's benefit programs within 31 days of the date of eligibility. Participants that are not enrolled within this time may not be enrolled until the University's next Annual Enrollment period.
- b. We are jointly responsible for each other's common welfare and share financial obligations, which is demonstrated by two of the following pieces of supporting documentation, copies of which have been attached to this Affidavit:
  - a. Joint mortgage or lease (original documents submitted for review),
  - b. Designation of domestic partner as beneficiary in employee's will or identified in will as partner,
  - c. Durable property and health care powers of attorney, or
  - d. Joint ownership of an automobile, joint bank account, or joint credit account (original documents must be submitted for review),
  - e. Designation of domestic partner as beneficiary of employee's life insurance or retirement plan.

**C. TAXATION (YOU SHOULD CONSULT A TAX ADVISOR BEFORE SIGNING THIS CERTIFICATION)**

General Tax Rules

The amount of your contribution to provide health benefits for a domestic partner and children of a domestic partner will be the same as for a spouse and his or her children. However, medical and dental benefits provided to your domestic partner and/or the children of your domestic partner will be treated as taxable income to you unless your domestic partner and/or children of your domestic partner qualify as dependents under Section 152 of the Internal Revenue Code. If your domestic partner and his or her children are not your tax qualified dependents, the value of the coverage provided to your domestic partner and his or her children under the University's benefit programs will be considered taxable income to you. The value of the coverage provided to your domestic partner and his or her children will be based on the cost of the coverage under the University's benefit program.

Definition of Dependents

The definition of dependency under the Internal Revenue Code changes periodically. We suggest that you consult a tax advisor to determine whether your domestic partner and/or his or her children are your tax qualified dependents before you certify that they are dependents.

If your domestic partner and his or her children experience a change in status that converts your domestic partner or his or her children to a tax-qualified dependent or to a non-tax-qualified dependent, you must inform the University within 31 days of the modification so that value of coverage of benefits provided under the University's benefit programs may be taxed (or not taxed) appropriately.

I, \_\_\_\_\_ (employee), acknowledge and understand that benefits provided to my domestic partner and/or the children of my domestic partner will be treated as taxable income to me for federal, state, and local tax purposes unless my domestic partner and/or the children of my domestic partner qualify as dependents under Section 152 of the Internal Revenue Code.

TW



I have read the information above and have had an opportunity to consult a tax advisor. I understand that falsely certifying dependency status could result in disciplinary action at the University, including termination of employment as well as potential claims of tax fraud.

| Relationship     | Sex (M/F) | Full Name | This person does qualify as my dependent under Section 152 of the Internal Revenue Code | This person does not qualify as my dependent under Section 152 of the Internal Revenue Code |
|------------------|-----------|-----------|---|---|
| Domestic Partner | _____     | _____     | _____   | _____   |
| Child            | _____     | _____     | _____   | _____   |
| Child            | _____     | _____     | _____   | _____   |
| Child            | _____     | _____     | _____   | _____   |

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**D. CHANGE IN DOMESTIC PARTNERSHIP**

1. As an employee of the University, I agree to notify the University Benefits Office if there is any change in our status as domestic partners (for example, a change in legal status, or joint residence, subject to the special rule described in Section 2 above, or shared financial responsibility) as certified in this statement that would make my domestic partner no longer eligible for any of the University benefits or perquisites. I will notify the University within 31 days of such change by declaring a termination of domestic partnership via the Benefits Resource Center, which shall affirm that the domestic partnership has been terminated as of the date of the event.

2. We understand that former partners and their children will be eligible to continue health benefits at their own expense (if not covered elsewhere for comparable benefits) for up to eighteen (18) months after the filing of a Statement of Termination of Domestic Partnership unless precluded by the insurance carrier. The rates for coverage will be the prevailing University rates plus a 2% administration fee.

3. We understand that it is the domestic partner who is responsible for requesting the continuation of benefits from the Benefits Office within sixty (60) days of the termination of the domestic partnership.

**E. ACKNOWLEDGEMENTS**

1. We have provided the information in this Affidavit for the purpose of determining eligibility for the domestic partner benefits offered by the University's insurance carriers and under the University's benefits program.

2. We certify that any and all representations that we have made and information that we have provided as part of this Affidavit as evidence of our domestic partnership are true and accurate and that the documents attached hereto are authentic.

3. We understand that under current tax laws, the employee will incur taxable income equal to the value of the benefits provided to the domestic partner or domestic partner's dependent children unless such individuals qualify as the employee's tax qualified dependents and the employee files an Affidavit of Tax Qualified Dependents (see "Tax Information on Health Benefits for Domestic Partners" for information regarding when domestic partners and their children qualify as qualified tax dependents).

4. We agree to furnish any further documentation that the Benefits Office may require. We agree to indemnify the University for any expenses or liabilities it incurs as a result of any misrepresentations or inaccuracies, whether made knowingly or unknowingly, in this Affidavit or in any information that we have presented to a Benefits Office representative.

*TM*

5. We understand that any false or misleading statements made in order to receive benefits for which we do not qualify may subject the employee to disciplinary action, including termination of employment, and may subject us to civil action to recover any losses, including attorney's fees, in addition to the obligation to repay benefits received.

6. We affirm, under penalties of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge and belief.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Employee NYU ID

\_\_\_\_\_  
Domestic Partner Signature Date

\_\_\_\_\_  
Employee/Domestic Partner Home Address

\_\_\_\_\_  
Benefits Office Representative or Notary Public Date

Please submit this Affidavit and all supporting documentation to:

The Benefits Office  
NYU Human Resources  
205 East 17th Street, First Floor  
New York, NY 10003  
Fax: (212) 995-4050

For use by the NYU Benefits Office only:

\_\_\_\_\_  
Employee Last Name, First Name, Middle Initial Employee NYU ID

Approved by Benefits Specialist: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX D

To: All Supervisors

From: Jules A. Martin, Asst. Vice President

Date: June 20, 2001

Re: Guidelines regarding disciplinary action taken because of excessive lateness by Security Officers (Amended)

The following guidelines are issued to help you take appropriate disciplinary action when a Security Officer is excessively late for duty.

An oral warning should be issued whenever a security Officer is late six times within a six-month period.

A written warning should be considered when there is another lateness within a couple of weeks of an oral warning, or two latenesses within a couple of months of an oral warning, or three latenesses within six months. The length of the lateness should be considered and disciplinary action deferred if the lateness is 5 minutes or less. However a written warning should be considered whenever a Security Officer is late six times within six months of an oral warning regardless of the duration of the lateness.

A suspension ranging from one day to three days in duration should be considered in accordance with the guidelines for written warnings. The length of the suspension should depend on the length of latenesses, how soon they occur after the written warnings, and whether they are clustered (e.g., three latenesses in one week).

Discharge may be considered at any time after a Security Officer has been suspended, using the same guidelines. All disciplinary actions should be based on the Security Officer's entire record and previous disciplinary actions should always be stated in written warning, suspension notices and discharge notices.





Absenteeism and tardiness are closely related indications of attendance problems and the Security Officer's record with regard to both should be considered before taking disciplinary action.

Security Officers must be given the opportunity to explain their lateness and reasons given, if any, must be taken into consideration. Lateness caused by verified serious transit, traffic, and weather conditions may be excused. However, Officers who choose to live at a distance from the work location without public transportation, for example, cannot rely on traffic problems to excuse recurring lateness.

In cases where you believe clarification or modification of the guidelines is necessary before taking disciplinary action, contact Assistant Director of Security Administration.



APPENDIX E

JOB DESCRIPTION OF SECURITY SPECIALISTS

- A. Perform duties of uniformed Security Officers
- B. Perform duties previously performed by Elevator Starters.
- C. Roving Patrol (Touch Response Electronic Patrol (T.R.E.P.)), Bobst Library. The purpose of Roving Bobst Patrol is to locate and place an "Unattended Property Notice" on personal property of library user. Duties of Security Specialist shall include:
  - 1. Conduct floor by floor patrol in accordance with T.R.E.P. schedule. Designated floors shall include Level "B" through 11th floor.
  - 2. Perform T.R.E.P. Patrol in Bobst.
  - 3. Locate and place "Unattended Property Notice" on unattended personal property in Bobst.
  - 4. Prepare report of the number of "Unattended Property Notices" served, the location, and the time of service.
  - 5. Submit report at the end of tour to the desk sergeant at Command Center.
  - 6. With courtesy and respect, remind library users of the need to refrain from eating and drinking in the library.
  - 7. Request the assistance of a female officer or supervisor when check of female rest room is required.
- D. While Bobst is the present focus of unattended property patrol, nothing contained herein shall restrict such assignment at other buildings.
- E. Under the supervisor of Desk Sergeant perform Dispatching Duties:
  - 1. Promptly dispatch calls for service.
  - 2. Become proficient in all Public Safety Department Radio Codes.

TJW



- F. An enclosed Bike Rack (116 spaces) in the rear of the Tisch building, which is controlled by card access, is open for authorized NYU One Card Access holders. Duties of a Security Specialist shall include:
1. Check to identify bicycles that have been stored for more than twenty-four hours.
  2. If a bike is suspected of being stored for more than 24 hours, under the direction of a supervisor remove seat and deliver to Central Command, Lost and Found for vouchering. Record date, time, and description of bike.
  3. Take a photograph of any bike that is the subject of a seat removal. Stamp the rear of the photo with a Time, Date and Location Stamp and fill our Bike Seat Removal Report.
  4. Check Bike Rack at least twice a tour, once during the first two hours and once during the last two hours.
  5. Attach a Notice of Seat Removal to the affected bike recording on the Notice the date and time of seat removal. The Notice will direct the owner to Central Command for retrieval of bike, subject to property identification.
  6. Place a Public Safety Department security cable through both bicycle wheels and
  7. If a removed bike seat is in the possession of the department for more than twenty-four hours, the seat will be restored to the correct bike. The bike will then be removed (owner's security device removed) to a location under the control of the Public Safety Department for storage.
- G. While the Bike Rack in the rear of Tisch is the focus of the above procedure, nothing contained herein shall restrict assignment of Security Specialists at other future Bike Rack locations
- H. Assist Supervisor of Lost/Found. Under the direction of Evidence/Lost/Found Supervisor or Tour Supervisor or Sergeant, the duties of a Security Specialist shall include:
1. Receive, record and label property.
  2. Perform intake functions.

TW

3. Examine property to insure proper identification.
  4. Store and safe guard recorded property for easy retrieval.
  5. Secure and maintain storage area.
  6. Determine identity of person(s) requesting release of property. Verify identification and proof of ownership.
  7. Secure the approval of Lost and Found Supervisor or in the absence of Lost and Found Supervisor, the Tour Supervisor or Tour Sergeant prior to release of property.
- I. Under the supervision of Tour Sergeant, monitor at Central Command; alarm systems, security cameras and other security surveillance systems (except slow scan) within the campus to detect unusual conditions or occurrences.
- J. Perform Duty at Dental Center when required. Duties shall include:
1. Monitor Close Circuit Television.
  2. Patrol front lobby, creating a presence for persons entering or leaving Dental Center.
  3. Make proper notifications and prepare report for Public Safety Department in connection with said assignment.
- K. When on patrol, keep supervisor informed of campus conditions.
- L. When directed by a supervisor, pick up and deliver students to medical or other campus locations.
- M. Distribute Department mail.
- N. Remain available for service or assignment and in a location known to Tour Desk Sergeant when not on assignment.
- O. Perform duties as Command Center main telephone Switchboard Operator. Duties shall include:

TAN

1. Answer telephone promptly, stating in courteous and professional manner, "Public Safety Department, Security Specialist \_\_\_\_\_, May I help you?"
  2. Notify Desk Sergeant of all important messages.
  3. Maintain Protection Department Telephone Dispatch Log.
  4. Maintain duplicate copy of Protection Department Roll Call making adjustment as needed or as directed by the Desk Sergeant.
  5. Immediately notify Desk Sergeant of any Public Safety Department member calling for a sick day, emergency day, emergency vacation day, etc.
- p. Perform meal and vacation reliefs.
- Q. Perform openings and closings as needed.
- R. Perform clerical and/or administrative duties as pertaining to their assignments in the Public Safety Department.
- S. Within a reasonable period of time, Security Specialists shall be required to be Scooter qualified after joining the Public Safety Department.
- T. Assist the Director of investigations when needed to address property crimes or crimes listed in the N.Y.S. Penal Law. Security Specialists shall not be required to investigate other members of Local One Security Officers Union.
- U. Assist in patrol strategies and initiatives developed for the purpose of combating crime enumerated in the N.Y.S. Penal Law.

TW



APPENDIX F

**Authorization Form**

To: \_\_\_\_\_ Date: \_\_\_\_\_

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by Local One Security Officers Union, as a condition of my membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary; and to remit all such deductions so made to Local One Security Officers Union, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deductions.

This agreement is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to Local One Security Officers Union @ 419 Lafayette Street, New York, NY 10011 at least 15 days prior to any termination date of the revocation of this authorization.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Soc. Sec. # \_\_\_\_\_

Signature: \_\_\_\_\_

APPENDIX G

This Agreement expressly includes all side agreements or written amendments to all contracts covering this bargaining unit signed prior to July 1, 2006, except those that expire on their own terms prior to July 1, 2006 and any that are inconsistent with the written terms of this Agreement.

TM



APPENDIX H - 1**Group Health Insurance**

A. For calendar year 2013, group health insurance plan for all employees shall consist of either the United Health Care Point of Service Plan (UHC POS) or substantially equivalent coverage, or any Health Maintenance Organization (HMO) in which the University may participate, each with the following features:

|   | <u>UHC POS</u>   | <u>HMO</u>     |
|---|------------------|----------------|
| 1. Primary Care Physician Office Visit  | \$15 copay       | \$10 copay     |
| 2. Specialist Office Visit  | \$25 copay       | \$20 copay     |
| 3. Deductible (In-Network)  | None             | None           |
| Deductible (Out of Network)   | \$400/\$1,000    |                |
| 4. Coinsurance (In-Network)   | 10%              | None           |
| Coinsurance (Out of Network)  | 30%              |                |
| 5. Maximum Out-of-Pocket (In-Network)   | \$2,000/\$4,000  | None           |
| Maximum Out-of-Pocket (Out of Network)  | \$6,000/\$12,000 |                |
| 6. Emergency Room   | \$50 copay       | \$50 copay     |
| 7. In-Patient Hospital (In-Network)   | 10%              | \$100 copay    |
| In-Patient Hospital (Out of Network)  | 30%              |                |
| 8. Out-Patient Surgery (In-Network)   | 10%              | \$50 copay     |
| Out-Patient Surgery (Out of Network)  | 30%              |                |
| 9. Prescription Drugs Retail<br>(Generic/ Preferred Brand/ Non-Preferred Brand) | \$5/\$10/\$30    | \$5/\$10/\$30  |
| Mail Order (3-month supply)<br>(Generic/ Preferred Brand/ Non-Preferred Brand)  | \$10/\$30/\$50   | \$10/\$30/\$50 |

B. The group health insurance monthly premium schedule for employees shall be as follows:

|      | <u>Employee</u> | <u>Employee &amp; Spouse</u> | <u>Employee &amp; Child(ren)</u> | <u>Employee &amp; Family</u> |
|------|-----------------|------------------------------|----------------------------------|------------------------------|
| 2013 | \$0             | \$65                         | \$65                             | \$80                         |

APPENDIX H - 2

A. For calendar years 2014, 2015, 2016, 2017 and 2018, group health insurance plan for all employees shall consist of either the United Health Care Point of Service Plan (UHC POS) or substantially equivalent coverage, or any Health Maintenance Organization (HMO) in which the University may participate, each with the following features:

|   | <u>UHC POS</u>   | <u>HMO</u>      |
|---|------------------|-----------------|
| 1. Primary Care Physician Office Visit  | \$20 copay       | \$20 copay      |
| 2. Specialist Office Visit  | \$30 copay       | \$30 copay      |
| 3. Deductible (In-Network)  | \$200/\$400      | \$200/\$400     |
| Deductible (Out of Network)   | \$800/\$1,600    |                 |
| 4. Coinsurance (In-Network)   | 10%              | 10%             |
| Coinsurance (Out of Network)  | 30%              |                 |
| 5. Maximum Out-of-Pocket (In-Network)   | \$2,000/\$4,000  | \$2,000/\$4,000 |
| Maximum Out-of-Pocket (Out of Network)  | \$6,000/\$12,000 |                 |
| 6. Emergency Room   | \$75 copay       | \$75 copay      |
| 7. In-Patient Hospital (In-Network)   | 10%              | 10%             |
| In-Patient Hospital (Out of Network)  | 30%              |                 |
| 8. Out-Patient Surgery (In-Network)   | 10%              | 10%             |
| Out-Patient Surgery (Out of Network)  | 30%              |                 |
| 9. Prescription Drugs Retail<br>(Generic/ Preferred Brand/ Non-Preferred Brand) | \$5/\$20/\$55    | \$5/\$20/\$55   |
| Mail Order (3-month supply)<br>(Generic/ Preferred Brand/ Non-Preferred Brand)  | \$10/\$50/\$75   | \$10/\$50/\$75  |

B. The group health insurance monthly premium schedule for employees shall be as follows:

**UHC POS**

|      | <u>Employee</u> | <u>Employee &amp; Spouse</u> | <u>Employee &amp; Child(ren)</u> | <u>Employee &amp; Family</u> |
|------|-----------------|------------------------------|----------------------------------|------------------------------|
| 2014 | \$25            | \$70                         | \$70                             | \$85                         |
| 2015 | \$30            | \$75                         | \$75                             | \$90                         |
| 2016 | \$35            | \$80                         | \$80                             | \$95                         |
| 2017 | \$40            | \$85                         | \$85                             | \$105                        |
| 2018 | \$45            | \$90                         | \$90                             | \$115                        |

**HMO**

|      | <u>Employee</u> | <u>Employee &amp; Spouse</u> | <u>Employee &amp; Child(ren)</u> | <u>Employee &amp; Family</u> |
|------|-----------------|------------------------------|----------------------------------|------------------------------|
| 2014 | \$40            | \$95                         | \$95                             | \$145                        |
| 2015 | \$50            | \$105                        | \$105                            | \$155                        |
| 2016 | \$60            | \$115                        | \$115                            | \$165                        |
| 2017 | \$70            | \$125                        | \$125                            | \$175                        |
| 2018 | \$80            | \$135                        | \$135                            | \$185                        |

TW

APPENDIX I

Courses referred to in Article 42, Staff Training:

**Basic Skills**

WRIT1-CE9062 Writing on the Job  
TPGP1-CE9131 Math Review for GRE/GMAT  
FINA1-CE9850 Personal Finance: Developing Your Financial Plan

**Grad School Preparation**

TPGP1-CE9117 LSAT Preparation  
TPGP1-CE9116 GMAT Preparation  
TPGP1-CE9115 GRE Preparation

**Career Change/Job Advancement**

CELP1-CE9065 Career Changing in your 20s and 30s  
CPDC1-CE9571 Career Planning and Development throughout Working  
Life  
CELP1-CE9285 Turning Your Passion into Your Profession

**IT Skills**

INFO1-CE9903 Access: Designing and Developing a Database  
INFO1-CE9131 Create Your Own Website in Three Easy Sessions  
DDRW1-CE9004 Illustrator 1: Foundations

TW



NEW YORK UNIVERSITY / LOCAL ONE SECURITY OFFICERS UNION

SUBSTANCE ABUSE POLICY

It shall be the agreement between the Employer and its security employees that the Substance Abuse Policy as described below shall be in effect. Among the provisions, the Substance Abuse Policy consists of both Random Drug Testing and Reasonable Suspicion Drug Testing (also referred to as drug testing for cause).

**A. Definitions**

For the purpose of this article the following definitions shall apply.

1. Random Drug Testing - means testing security employees on an unannounced, random basis without reasons.

2. Reasonable Suspicion - means that the employer believes, based on specific observations, including but not limited to, the employee's appearance, behavior, or speech that the employee has violated the prohibitions of this policy concerning the illegal use or abuse of drugs or controlled substances. These observations may include indications of the effects of the use or abuse of drugs or controlled substances.

3. Certified Laboratory - means a laboratory certified by the U.S. Department of Health and Human Services ("DHHS") which meets the DHHR's "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as amended.

4. Chain of Custody - means procedures to assure the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures require that a chain of custody form be used from time of collection to receipt by the laboratory. Upon receipt by the laboratory of the specimen, an appropriate chain of custody form will account for the sample within the laboratory. Chain of custody forms must, at a minimum, include an entry documenting the date and purpose when a specimen or portion of the specimen is handled or transferred and identifying every individual in the chain of custody.



5. Employer Vehicle - means an automobile, truck, van and any other power-mechanized vehicle including scooters.

6. Employer Test - in drug testing, means a second analytical procedure to identify the presence of a specific controlled substance or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. The secondary analytical procedure uses a gas chromatography/mass spectrometry (GC/MS) or equally reliable method to ensure reliability and accuracy of test results.

7. Controlled Substance and Drug - are used interchangeably in this policy and mean marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP) and any other substance included in Schedules 1 through V, as defined by section 812 of Title 21 of the United States Code, as they may be revised from time to time. The term "controlled substance" and/or "drug" includes legal substances obtained illegally and/or used in an unauthorized manner, but does not refer to the proper use of controlled substances authorized by law which do not affect job safety or performance.

8. Conviction - means a finding of guilt, including a plea of *nolo contendere*, or the imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes.

9. Criminal Drug Statute - means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

10. Employee - means full-time and part-time bargaining unit employees in the Public Safety Department.

11. Medical Review Officer ("MRO") - means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test result, medical history and any other relevant biomedical information.

12. Negative Test Result - in drug testing, means a result reviewed by a MRO that has no evidence of prohibited drug use.

13. Positive Test Result - in drug testing means a drug test result reviewed by a MRO and verified to have evidence of prohibited drug use.

14. Refuse To Submit - means that the individual (1) fails to provide urine or an adequate amount of urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for testing in accordance with the Employer Substance Abuse Policy, or (2) engages in conduct that clearly obstructs the testing process, or (3) fails to complete the drug testing required forms.

15. Screening or Initial Test - means for drug testing an immunoassay screen to eliminate "negative" specimens from further consideration.

16. Workplace - means a site for the performance of work to be done in connection with the Employer's business. This includes, but is not limited to, all structures and surrounding properties at which the Employer conducts its business, any Employer vehicles or equipment whether owned, leased, or used, whether or not on Employer premises, and any other location in which Employer work or business is performed.

#### **B. Substance Abuse Policy**

##### **Prohibited Conduct Concerning Illegal Drugs**

1. Employees are prohibited from engaging in the unlawful or unauthorized use, manufacture, distribution, dispensation, sale or possession of illegal drugs or controlled substances in the workplace including: on Employer's premises, in Employer's vehicles, or while engaged in Employer activities, or while working for the Employer at the premises owned/leased or controlled by the Employer.

2. Employees are prohibited from reporting for duty, or remaining on duty when the employee uses, or is under the influence of any drugs, except when the use is pursuant to a doctor's orders and the doctor has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her duties and responsibilities.



3. Employees are prohibited from continuing to work if they have tested positive for illegal drugs.

4. No supervisor who has actual knowledge that an employee has or is engaging in the unauthorized use of controlled substances while in the workplace shall permit the employee to continue to work.

**C. Prohibition Against Working or Reporting to Work While Using Any Legal Drug Which Affects Safety or Performance**

1. Use of any drug while engaged in Employer work activities is prohibited to the extent such use may affect the safety of the University community, the employee, co-workers and the public.

2. An employee using any medication that contains a controlled substance has an obligation to inquire and determine whether the substance the employee is taking may affect the employee's ability to safely or efficiently perform the employee's duties and responsibilities.

3. Any such information must be reported to the Employer prior to the start of the tour, without disclosing the identity of the substance.

4. An employee may continue to work, if the substance does not adversely affect the employee's ability to safely and efficiently perform the employee's duties and responsibilities. Employer shall not be required to make reasonable accommodation associated with employee drug use.

**D. Notification Drug Conviction**

Employees must notify Employer of any criminal drug conviction within five (5) days of such conviction.

**E. Reasonable Suspicion Drug Test**

1. An employee must submit to a reasonable suspicion drug test when a supervisor believes that the employee has violated the drug prohibitions contained in this policy. A reasonable suspicion determination must be based on specific, articulated observations as described in Section A, Subsection

2. In addition, these observations may include indications of the chronic and withdrawal effects of use or abuse of drugs.

2. A reasonable suspicion determination for a drug test may be made at any time the employee is at work.

3. The supervisor who makes a reasonable suspicion determination will not assist in the drug testing procedure.

4. The Employer shall transport or ensure transportation for the employee as soon as practical to the collection site for the collection of urine specimens.

5. The employee must submit to reasonable suspicion drug testing upon request.

6. Before an employee is required to submit to a drug testing for cause, an independent observation by a supervisor of equal rank or higher must be made to confirm the findings of reasonable suspicion.

7. Documentation of the observations leading to a reasonable suspicion drug test must be prepared and signed by the supervisors who made the observations.

8. The employee will be suspended without pay after the completion of the drug test, pending the test results. If the test results are negative, the employee will be compensated for all time lost from work, which is directly attributable to the request to take the test. However, no compensation shall be available to an employee who is already on suspension at the time the employee takes the test based upon conduct other than the suspected violation of the Employer's substance abuse policy. The Employer also reserves the right to evaluate the conduct of the individual, which warranted the reasonable suspicion drug test to determine if the conduct in and of itself should warrant discipline, up to and including termination.

**F. Self-Identification of Substance Abuse Problem**

If an employee voluntarily has self-identified himself or herself as having a drug problem and/or voluntarily requests assistance for such a problem before being selected for a required drug test and the employee has not violated this policy in any way, the Employer will refer such an employee to an assistance or rehabilitation program. The employee must



satisfactorily complete any assistance or rehabilitation program. Any costs associated with the program are the sole responsibility of the employee. Upon being certified by the assistance or rehabilitation program that the employee is fit to return to duty, he/she will be returned to duty on the following conditions. Upon such employee's return to duty, he or she will be required to submit to a drug test and must receive a negative result. Such employee also will be required to submit to follow-up drug testing. The number and frequency of such follow-up testing shall be directed by the Employer and consist of at least six (6) tests in the first 24 months following the employee's return to duty. Self-Identification will not apply after an employee has been selected for either testing for cause or random testing.

#### **G. Laboratory Drug Testing Procedures**

The Employer's drug and testing procedures comply with the Federal Procedures For Transportation Workplace Drug and Alcohol Testing Programs. These procedures ensure the integrity, confidentiality and reliability of the testing processes, safeguard the validity of the test results and ensure that these results are attributed to the correct employee. Further, these procedures minimize the impact upon the privacy and dignity of persons undergoing such tests to every extent feasible.

#### **A. Drug Testing Procedures**

All drug tests conducted pursuant to this policy shall be performed by a certified laboratory.

##### **1. Confirmation and review of drug test results**

- (a) All prospective drug test results will be confirmed by gas chromatography and maspectrometry (GC/MS). All confirmed positive drug test results will be reviewed by a medical review officer ("MRO.") to determine whether there is any legitimate explanation for the positive test result. This review shall include medical interview, review of the employee's medical history, or review of any other relevant biomedical factors and all medical records made available by the tested employees.
- (b) Employees testing positive will be given the opportunity to discuss with the MRO any legitimate explanation for the positive test



- result. If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result, the MRO will report the test result to the Employer as negative. If the MRO determines that there are no legitimate explanations for the confirmed positive test result, the results will be verified by the MRO.
- (c) The MRO may verify a test as positive without having communicated directly with the employee when:

- i. the employee expressly declines the opportunity to discuss the test
- or
- ii. the designated Employer's representative has successfully contacted the employee and instructed the employee to contact the MRO and more than five (5) days have passed since the employee was contacted by the Employer's representative.

2. Right to have split specimen analyzed

All employees have the right to request, within 72 hours of being notified by the MRO of a verified positive test result, that the split specimen be analyzed in a different DHHS certified laboratory, for the presence of the drug(s) for which a positive result was obtained. If the split specimen fails to reconfirm the presence of the drug(s) found in the primary specimen, the MRO shall report the test result as negative. An employee who requests that the split be tested must pay for the cost of the split specimen.

3. Inability to provide adequate amount of urine specimen

The employee must provide at least 45 milliliters of urine for a drug test. If the employee is unable to provide such a quantity of urine, then the employee will be instructed to drink a set amount of fluid and after a period of up to two hours, again attempt to provide a complete specimen. If the employee is still unable to provide an adequate specimen, the MRO will refer the employee for a medical evaluation. If the MRO determines that there is no legitimate medical explanation for the employee's failure to provide an adequate amount of urine, this will constitute a refusal to submit to a test and the

employee will be terminated.

**H. Consequences for Policy Violations and Refusal to Submit to a Test**

**1. Positive Test Results**

Any employee who receives a confirmed positive drug test result will be terminated, except an employee who receives a confirmed positive drug test result as a result of a random test and who has not previously violated the policy in any way will be treated as a person who has "self identified" as having a substance abuse problem as set forth in paragraph F of this policy.

**2. Refusal to Submit**

Refusal by an employee to complete the drug testing forms, to provide a specimen, or an adequate amount of specimen, or otherwise cooperate with the testing process in a way that prevents the completion of the test will constitute a refusal to submit to a test and the employee will be terminated.

**3. Altered Or Substituted Urine Specimens**

An employee found to have altered or substituted a specimen will be terminated.

**I. Notification of Test Results**

Employees will be advised of drug test results if the results were verified positive and which drug or drug(s) were verified as positive.

The University will designate a reputable third-party drug-testing laboratory for the purpose of this agreement and will notify the Union of the name and address of the laboratory. The Union may have two (2) representatives visit the laboratory and interview laboratory personnel and review laboratory procedures.

**J. Access to Records and Confidentiality of Test Results**

The Employer will maintain records of all test results, both positive and negative, in a secure location with controlled access. The laboratory may disclose drug test results only to the MRO. The MRO may disclose test results only to the individual tested, designated Employer representatives, a treatment program, or a court of law or administrative tribunal to the extent required by law. Beyond that, results shall not be released to any person without the individual's written consent.



In addition, an employee, upon written request, may obtain copies of any records pertaining to the employee's drug use, including test records. The Employer will promptly provide the records requested by the employee.

**K. Inspection**

Employees suspected of illegal drug use shall cooperate in any official investigation. All property used by employees including desk, file cabinet, lockers, and employer vehicles shall be the subject of an inspection without notice. All inspections will be conducted in the presence of a union member.

**L. Consent of Employees**

All employees are required to consent to drug testing and/or inspections pursuant to these policies as a condition of employment and continued employment. Consent to drug testing and searches include an employee's obligation to fully cooperate. Upon request, such person must promptly complete any required forms and releases and promptly provide a sample for testing.

**M. Employer Random Drug Testing Procedure**

1. All current and future full-time and part-time Security Officers/Security Specialists and all other persons in the Public Safety Department (except those covered by a different collective bargaining agreement than Local One) who are employed by the Employer shall be the subject of random drug testing and reasonable suspicion drug screening to detect the use of illegal drug or controlled substances. Employer may randomly test up to ten (10) employees in each calendar month. If an employee is selected for a random test he/she would not be subject for selection for the next one hundred twenty (120) consecutive days. Effective July 1, 2004, he/she would not be subject to selection for the next ninety (90) consecutive days.

2. Random Drug Testing shall occur during thirty-six (36) unspecified intervals (no more than three intervals per month), where security employees will be randomly tested using a sampling methodology to detect the illegal use of drug/controlled substances covered by this agreement. Random Drug Testing shall be conducted throughout the year on a random unannounced basis. Testing shall occur at a time consistent with designated platoon assignments. Security Employees will be selected for random drug testing by a process that ensure that each covered employee has an equal chance of being tested each

time selections are made. Employee will be tested only for illegal drugs or controlled substances. No other substances, such as alcohol, will be screened.

3. The designated laboratory shall perform the random selection of security employees for random drug testing. The interval used will be at the discretion of the designated laboratory. The selection of officers to be tested on a random basis shall be accomplished by placing only the social security numbers of all security employees, except clerical employees covered by other collective bargaining agreements, in a computer program used by the designated laboratory to produce a random selection of up to ten (10) employees during any calendar month covered by this agreement.

4. On the day when the employee/s are to be tested, a list of employee social security numbers will be generated at random until a sufficient number of employees are available to meet the established guidelines.

5. When employees are randomly selected and the Employer is notified by the laboratory, the Employer will make the proper entries in a "Confidential Drug Test Log" and immediately notify the officers who are scheduled for testing. Arrangements will be made to have a supervisor in the rank of sergeant or above escort selected officers to the testing site consistent with the provisions of this agreement.

6. Employees must report for testing as scheduled and if assigned to the Second Platoon, within three (3) hours of notification during lab hours of operation. Employee will report to the Public Safety Department Human Resources Representative or a designee at 7 Washington Place, 2nd Floor, where Employer will make arrangements to transport employee to the laboratory-testing site and back to the location of their time clock.

7. At the test site, employee will be required to prepare all forms associated with the testing process. Employees scheduled for testing will present their authorized NYU Identification card and test authorization form to the designated lab representative. Failure to comply with any of the above instructions will be deemed a "Refusal to Cooperate" and will be grounds for immediate suspension and termination.



8. Security Officers assigned to the First Platoon (2300 - 0700 hours) shall report to the Public Safety Human Resources Representative at 7 Washington Place, 2nd Floor immediately following their tour of duty unless there exists a defensible absence excuse as listed in Section N of this agreement. Arrangements will be made to escort employees to the designated testing site. Employees will be paid from the end of their tour until they are returned to their time clock.

9. Security Officers assigned to the Second Platoon (0700 - 1500) shall report to the Public Safety Human Resources Representative at 7 Washington Place, 2nd floor, immediately upon notification unless there exists a defensible absence as listed in Section N of this agreement. Arrangements will be made to escort employees to the designated testing site.

10. Security Officers assigned to the Third Platoon (1500 - 2300 hours) shall report to the Public Safety Human Resources Representative at 7 Washington Place, 2nd Floor, at the start of the tour unless there exists a defensible absence as listed in Section N of this agreement. Arrangements will be made to escort employees to the designated testing site.

#### **N. Defensible Absences**

Employees selected for random drug testing pursuant to this procedure must appear for the scheduled testing unless absences are the result of:

1. Training outside the City of New York
2. Authorized Military Leave
3. Jury Duty
4. Currently on authorized Sick Leave
5. Annual Vacation
6. Regular Day Off.
7. Documented Death-in-family
8. Designated laboratory not open for business
9. Severe Weather
10. Documented Transportation Failure

Employees who are selected for drug testing must provide written documentation within 30 days to the Employer regarding the above defensible absences. Employees who fail to appear due to a defensible absence will be rescheduled for a drug-screening test within 20 days of return to duty on a date determined by the Employer.



**O. The Employer Shall be Responsible for Scheduling and Administration of Drug Screening When Reasonable Suspicion Exists Involving the Use of Illegal Drug or Controlled Substances**

1. When it is determined that an employee is suspected of using illegal drug or controlled substances and a drug screening test is warranted, follow the procedure outlined in Section "M" sub-sections 5 through 10 of this Article.

**P. Overtime**

Employees reporting for testing other than on his or her regularly scheduled tour will be entitled to at least four (4) hours of overtime.

**Q. Confidentiality**

The positive and negative test results received by employer through its drug testing program are confidential communication and may not be used by others except such test results may be used in administrative or disciplinary proceedings, hearings, arbitrations, civil litigations arising from the positive test result or employee initiated action.

# **EXHIBIT C**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

RICHARD BERGER, for himself and on behalf  
of all others similarly situated,

Plaintiffs,

-against-

NEW YORK UNIVERSITY,

Defendants.

Index No.: 161553/2018

**NOTICE OF FILING**  
**NOTICE OF REMOVAL**

TO: Lloyd Ambinder, Esq.  
James Emmet Murphy, Esq.  
Virginia & Ambinder, LLP  
40 Broad Street, 7th Floor  
New York, New York 10004  
*Attorneys for Plaintiff*  
*Served via NYSECF*

**PLEASE TAKE NOTICE** that Defendant<sup>1</sup> NEW YORK UNIVERSITY, by its undersigned counsel, DLA PIPER LLP (US), has removed this case to the United States District Court for the Southern District of New York. A true and correct copy of the Notice of Removal filed in the United States District Court is attached hereto as **Exhibit A**.

Date: January 9, 2019  
New York, New York

**DLA PIPER LLP (US)**

By: /s/ Joseph A. Piesco  
Joseph A. Piesco

Joseph A. Piesco  
Garrett D. Kennedy  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Tel.: (212) 335-4500  
Fax: (212) 335-4501  
joseph.piesco@dlapiper.com

*Attorneys for the Defendant*  
*New York University*

---

<sup>1</sup> Plaintiff only identifies one defendant, New York University, in this matter, and therefore incorrectly references "Defendants" in the caption.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges New York University Security Guards Not Paid for Donning/Doffing Uniforms](#)

---