

COLLECTIVE BARGAINING AGREEMENT

Between

THE NEW SCHOOL

and

STUDENT HEALTH SERVICES EMPLOYEES at The NEW SCHOOL, SHENS-UAW,  
LOCAL 7902

and

THE INTERNATIONAL UNION, UAW

## Table of Contents

	<b>Page</b>
ARTICLE I: RECOGNITION	1
ARTICLE II: MANAGEMENT RIGHTS	1
ARTICLE III: BARGAINING UNIT INFORMATION	2
ARTICLE IV: UNION SECURITY AND CHECKOFF	2
ARTICLE V: V-CAP CHECKOFF	4
ARTICLE VI: UNION ACCESS	4
ARTICLE VII: BULLETIN BOARDS AND POSTINGS	5
ARTICLE VIII: NON-DISCRIMINATION	5
ARTICLE IX: SHS PROFESSIONAL STAFF RIGHTS AND RESPONSIBILITIES	5
ARTICLE X: PROFESSIONAL LIABILITY INSURANCE	7
ARTICLE XI: LABOR MANAGEMENT COMMITTEE	7
ARTICLE XII: JOB POSTING	7
ARTICLE XIII: EMPLOYMENT STATUS	8
ARTICLE XIV: SENIORITY	10
ARTICLE XV: HOURS OF WORK	11
ARTICLE XVI: HOLIDAYS	13
ARTICLE XVII: LEAVES OF ABSENCE	14
ARTICLE XVIII: VACATIONS	17
ARTICLE XIX: HEALTH AND SAFETY	18
ARTICLE XX: PERSONNEL FILES	20
ARTICLE XXI: PAY DAY	21
ARTICLE XXII: GENERAL WAGES	21
ARTICLE XXIII: INSURANCE BENEFITS	21

ARTICLE XXIV: FLEXIBLE SPENDING ACCOUNTS	22
ARTICLE XXV: RETIREMENT ACCOUNTS	22
ARTICLE XXVI: UNIFORMS	22
ARTICLE XXVII: TUITION WAIVER PLAN	22
ARTICLE XXVIII: CHILDCARE	23
ARTICLE XXIX: UNION LEAVE	23
ARTICLE XXX: PROFESSIONAL DEVELOPMENT	23
ARTICLE XXXI: PERFORMANCE EVALUATION	24
ARTICLE XXXII: EMPLOYEE DISCIPLINE AND DISCHARGE	25
ARTICLE XXXIII: DISPUTE, GRIEVANCE AND ARBITRATION PROCEDURE	26
ARTICLE XXXIV: TERMINATION AND LAYOFF BENEFITS AND SEVERANCE PAY	28
ARTICLE XXXV: NO STRIKE, NO LOCKOUT	30
ARTICLE XXXVI: MAINTENANCE OF BENEFITS	31
ARTICLE XXXVII: ENTIRE AGREEMENT	31
ARTICLE XXXVIII: TERM OF AGREEMENT	31

## **ARTICLE I: RECOGNITION**

- A. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in The New School and Student Health Services Employees at The New School, SHENS-UAW, Case 02-RC-227006, and the NLRB decision in Case No. 02-UC-231585, the University recognizes SHENS-UAW as the sole and exclusive bargaining agent for all Student Health Services Employees (“SHS professional staff”) who are full-time and regular part-time providers of healthcare services to students at The New School, including therapists, counselors, registered nurses, certified nurse midwives, doctors, social workers, certified registered physicians’ assistants, psychologists, registered dietitian nutritionists, and certified health education specialists, physicians, nurse managers, assistant director, director of wellness, and director of community health, employed by the Employer at and out of its facility currently located at 80 5th Avenue, New York, NY.
- B. All others employed by the University, including non-professional employees, office clerical employees, guards, and supervisors, as defined in the Act, shall be excluded from the Agreement.

## **ARTICLE II: MANAGEMENT RIGHTS**

- A. All statutory and inherent management rights, prerogatives, and functions are retained, and vested exclusively, in the University. The University’s failure to exercise any right, prerogative, or function hereby reserved to it, or the University’s exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of its right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- B. The University has both the legal responsibility and the sole right to manage its operations, except as specifically limited in this Agreement. Such rights include but are not limited to the right to: (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline or discharge its employees, and direct them in their work and (b) control all University property. The management of the University and the direction of its work force shall be in the sole discretion and the sole responsibility of the University and it retains its sole and exclusive right to promulgate reasonable rules and regulations; direct, designate, schedule, and assign duties to the workforce; plan, direct, and control the entire operation of the University; subcontract, establish staffing levels, discontinue, consolidate, and reorganize any department; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other entity; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any assignment, or additional or different duties, or causes the elimination or addition of titles or jobs; and carry out ordinary and customary functions of management whether or not possessed or exercised by the University prior to the execution of this Agreement.

- C. In the event the University decides to engage in a reorganization that results in the layoffs of either medical and/or counseling or both subgroups or to subcontract/outsourcing unit work pursuant to the Management Rights clause Section (B), it shall notify the Union at least sixty (60) days' notice, or as much notice as possible in the event that 60 days' notice is not practicable, in advance of such action. During such the notice period of sixty (60) days, or as much notice as possible in the event that 60 days' notice is not practicable, the Employer shall notify the Union of the impact of such proposed action on unit employees, including the University's efforts to transfer the displaced employees to positions with equal or greater pay, where available and qualified, or provide severance pay as a result of layoffs pursuant to Article XXXIV (7A) Severance Pay and Termination and Layoff Benefits. Enhanced severance under Article XXXIV(7B) applies only where unit members are terminated due to subcontracting/outsourcing/or the discontinuance (closure) of medical and/or counseling services. The parties may, by written mutual consent, extend the notice period of sixty (60) days' notice, or as much notice as possible in the event that 60 days' notice is not practicable, referenced herein.
- D. The Union, on behalf of SHS professional staff, agrees to cooperate with the Employer to attain and maintain full efficiency and to maximize customer service. The Employer agrees to receive and consider, but has the legal right to reject, constructive suggestions submitted by the Union towards these objectives.

**ARTICLE III: BARGAINING UNIT INFORMATION**

- A. The University will provide on August 1, an Excel list of all SHS professional staff currently working. The list will include all currently available information; name, ID number, department, home address, home and/or cellphone number and work and/or personal email address(s).
- B. The University will provide to the Union an annual list of SHS professional staff participating in the University's health and dental benefits programs and the employer contributions to the University's 403B plan. All information will be provided in Excel format.

**ARTICLE IV: UNION SECURITY AND CHECKOFF**

- A. It shall be a condition of employment that all SHS professional staff members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the latter of the effective or execution date, become and remain members in good standing of the Union. It also shall be a condition of employment that all SHS professional staff members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such

employment become and remain members in good standing of the Union. The term “member(s) in good standing of the Union” shall be construed in accordance with federal labor law and the Union shall take appropriate steps to ensure compliance with the law.

- B. The University shall discharge any SHS professional staff members covered by this Agreement within one (1) week after receipt of written notice from the Union that said individual is not a member in good standing of the Union as herein required.
- C. Payment of union dues and/or fees may be made via the checkoff procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of the Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by SHS professional staff members arising from deductions made by the University hereunder or from the enforcement of this Article. Once the deductions are remitted to the Union, their disposition shall be the sole and exclusive obligation of the Union.
- D. Each payday, the University shall deduct from SHS professional staff wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Union member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new SHS professional staff members, the University will include that form in their initial employment packet. The Union shall be responsible for obtaining executed written assignment from existing SHS professional staff members. The University shall remit the dues and/or fees to the Union or its duly authorized representatives on a monthly basis, no later than ten (10) working days after the first day of the subsequent month. In the event no earnings or wages are due on the paydays of any month, the University shall deduct from the first wages due thereafter the dues and/or fees so owed and remit the same to the Union within four (4) weeks from the time such deductions are made. Following receipt of any checkoff revocation, the University shall notify the Union, in writing, of the revocation. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof forty-eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the SHS professional staff members.
- E. The Union shall refund to the University, or to the SHS professional staff members involved, any Union dues and/or fees erroneously deducted from any Union member’s compensation by the University and remitted to the Union.

## **ARTICLE V: V-CAP CHECKOFF**

- A. During the life of this Agreement, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form: provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form.
- B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form, together with the provisions of this section of the Agreement.
- C. A properly executed copy of the “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” forms which have been properly executed and are in effect.
- D. Deductions shall be made, pursuant to the forms received by the University, from the employees’ first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing. The University agrees to remit said deductions promptly to UAW V-CAP, in care of: Bank One, Dept. 78232, Article 23 Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232.
- E. The University further agrees to furnish UAW V-CAP with the name, address, Social Security number and date of last authorization of those employees for whom deductions have been made. The University further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee’s deductions. This information shall be furnished along with each remittance electronically in a format conveniently available to the University’s accounting system.

## **ARTICLE VI: UNION ACCESS**

The representatives and staff of the Union shall have access to and shall be admitted to the University’s places of business for the transaction of Union business relating to its representation of the SHENS-UAW bargaining unit so long as normal business and classroom activities are not disrupted, and such visit does not interfere with the SHS professional staff’s normal duties.

**ARTICLE VII: BULLETIN BOARDS AND POSTINGS**

- A. The University shall furnish SHENS-UAW, Local 7902 bulletin boards at appropriate locations throughout the campus and shall permit representatives of the Union to post notices pertaining to Union interests on the bulletin boards. Exact locations shall be mutually agreed upon between the Union and the University.
- B. The University's Human Resources website will have a link to the SHENS-UAW contract and the Local 7902 website.

**ARTICLE VIII: NON-DISCRIMINATION**

- A. The University reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination, sexual and other discriminatory harassment as recognized under law and as stated in the applicable policies and procedures of the University. The University reaffirms that it shall not discriminate against any SHS professional staff member, in violation of law, on the basis of race, color, creed, national origin, religion, religious practices, sex, gender, gender identity, gender expression, sexual orientation, age, disability, citizenship status, marital status, veteran status, or HIV status. The University affirms that it also shall not discriminate against any Union professional staff member, in violation of law, on the basis of gender identity, parental status or, except as otherwise limited in this Agreement, because of their political or union beliefs or activity or any other legally protected status.
- B. The Union reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination including sexual and other discriminatory harassment as recognized under law, and confirms that it shall not discriminate against any SHS professional staff member, in violation of law, on the basis of race, color, creed, national origin, religion, religious practices, sex, gender, gender expression, sexual orientation, gender identity, age, disability, citizenship status, marital status, parental status, veteran status or HIV status, except as otherwise limited in this Agreement, because of their political or union beliefs or activity.
- C. Both the University and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law (s) during the term of this Agreement.
- D. The University's Discrimination, Sexual Harassment and Incident reporting procedures and policy will be prominently posted.

**ARTICLE IX: SHS PROFESSIONAL STAFF RIGHTS AND RESPONSIBILITIES**

- A. The University and the Union agree that adherence to professional codes of conduct by licensed SHS clinicians is essential to the integrity of the unit's mission and to university wide student success. Ethical and professional

obligations to meet appropriate standards of care must be honored and upheld at all times. SHS professional staff adhere to the stipulations of their specific professional organizations, which, depending on the staff member at issue, include but are not limited to American Psychological Association, National Association of Social Workers, American Association of Physician Assistants, American College of Nurse-Midwives, American Medical Association, American Nursing Association and American Psychiatric Association.

- B. SHS licensed professional staff shall provide clinical services that include but are not limited to deciding appropriate treatment plans, modalities and procedures; and setting course of treatment duration, in line with departmental policies and procedures, developed in consultation with licensed clinical professionals and approved by SHS leadership.
- C. SHS professional staff shall have regular supervision sessions and as deemed necessary, peer consultation.
- D. SHS professional staff may be required to attend monthly full SHS professional staff meetings. When those occur during scheduled lunch times, staff shall be given a different lunch hour the same day, as close to the time of their normal lunch time as reasonably possible.
- E. SHS professional staff shall have the ability to request and receive written confirmation from the University that the University's insurance policy provides professional liability coverage for the SHS professional staff in their capacity as employees of the University performing medical or counseling services within the scope of their duties in their respective insured capacity. (See Article X, Professional Liability Insurance) This confirmation in conjunction with an employment verification from Human Resources ("HR") shall serve as certificate of coverage for their records. In addition, a copy of the face sheet and policy shall be stored on-site at Student Health Services, accessible for review to all bargaining unit members upon request.
- F. SHS professional staff may request permission to attend professional development trainings and appropriate conferences, on work time, in accordance with the continuing education requirements of their specific professional organization in order to maintain their licenses in good standing. (See Article XXX, Professional Development)
- G. New SHS professional staff will be paid to attend an Orientation Session prior to or during the first 45 days of employment. The University will provide the name and contact information for all newly hired SHS professional staff to the Union.
- H. This Article should not be construed to limit SHS professional rights to collegial and voluntary participation throughout the University. Moreover, the University recognizes the expertise and experience of licensed SHS professional staff and welcomes their input concerning all clinical and medical matters.

**ARTICLE X: PROFESSIONAL LIABILITY INSURANCE**

- A. The University shall maintain a liability insurance policy that provides professional liability coverage for the SHS professional staff in their capacity as employees, or former employees, of the University performing medical or counseling services within the scope of their duties in their respective insured capacity. This professional liability coverage shall be an occurrence policy. Should members be covered by a claims-made liability policy, said policy shall include an extended period of discovery/tail coverage in the event of termination of the policy or change of carrier. This coverage will be no less than the greater of New York state-mandated minimums.
- B. SHS professional staff shall have the ability to request and receive written confirmation of such coverage from the University. This confirmation in conjunction with an employment verification from HR shall serve as certificate of coverage for their records.
- C. A copy of the face sheet and policy shall be stored on-site at SHS, accessible for review to all bargaining unit members upon request.

**ARTICLE XI: LABOR MANAGEMENT COMMITTEE**

- A. There shall be a Labor Management Committee, which shall consider and make recommendations on matters of general importance to SHS professional staff, including but not limited to affirmative action, working conditions, health and safety, space, facilities and resources available to SHS professional staff. The committee shall comprise two representatives of the University and two representatives of the Union, to be determined by the respective parties. Either party may bring additional resource people to any meeting. The Chair for each meeting shall rotate between the University and the Union.
- B. The Committee shall have the right to convene a meeting at least once per academic term (Fall and Spring) to discuss matters affecting SHS professional staff covered by this Agreement and other related issues that are not the subject of an active grievance. The agenda for the Labor Management Committee meeting should be shared in advance of the meeting.
- C. Either the University or the Union may call additional meetings of the Labor Management Committee as needed, including during the Summer session.

**ARTICLE XII: JOB POSTING**

- A. Vacancies
  - 1. Whenever a SHS professional staff vacancy is available, the position will first be announced to all SHS professional staff, via email, at least five (5) business days prior to being posted on the HR website and/or other professional websites. SHS professional staff shall be able to apply for the

position prior to its posting on a public website. Preference for the opportunity shall be given to SHS professional staff.

2. When internal or external candidates are being considered for vacancies, the University shall make its best effort to include at least one SHS professional staff from the appropriate department, throughout the interview and selection process. In so doing, the University recognizes Staff clinical expertise and familiarity with dynamics of the service. This subsection will not be subject to grievance or arbitration.

**B. Promotions**

Whenever a SHS professional staff promotion is available, the promotional opportunity will be announced to all SHS professional staff members, via email. Preference for the opportunity shall be given to SHS bargaining unit employees. Where the qualifications of two or more candidates are equivalent, the position shall go to the candidate with the greater seniority. An employee promoted within a job title shall receive the salary of the new title and shall not in any event suffer a salary decrease.

**ARTICLE XIII: EMPLOYMENT STATUS**

**A. Probationary Period**

1. Subject to the exceptions listed below, there shall be a probationary period for all new employees of 90 calendar days, excluding time lost for sickness and other leaves of absence. The Employer may request in writing to the Union an additional 30-day extension, which the Union will not unreasonably withhold.
2. Exceptions
  - a. If an employee is transferred from one unit position to another, the employee shall have a 90-day calendar probationary period in the new position.
  - b. If the transferred employee does not complete the probationary period or is otherwise discharged, other than for cause, such employee shall return to the employee's former position, if available, or vacant similar position within employee's former department, if qualified, and maintain seniority status.
  - c. Article XXXII (Employee Discipline and Discharge), it being understood that a probationary employee may be fired with or without cause without resort to the grievance and arbitration provisions of this Agreement.

**B. Contract Employees**

1. Employees engaged for specific grants, contracts, or hired for a contract period, greater than 90 days and without the expectation of permanency, shall serve the same probationary period as a regular employee. The Employer may request in writing from the Union an additional 30 days, which the Union will not unreasonably withhold. The employment of employees engaged for specific grants, contracts or hired for a contract period shall run concurrently with the length of the grant or contract and extensions or reductions thereof. They shall be subject to layoff at the end of such grant or contract periods or extensions or reductions thereof.
2. If clinical or medical needs exceed current unit capacity, additional work hours shall be offered first to the existing SHS professional staff. In the event that SHS professional staff cannot take on additional hours, contract workers may be hired on a temporary basis of up to 60 days per semester to meet the increased demands on the service. The Employer may request in writing from the Union an additional 30 days, which the Union will not unreasonably withhold. Contract workers cannot be hired to replace existing SHS professional staff. Contract employees will be obligated to pay union dues after 90 days.
3. All Contract employees who are engaged to work 20 hours or more per week shall be entitled to full benefits, except for vacation and floating holidays, which shall be prorated.

C. Temporary Employment

1. Temporary employees may be hired to fill positions left vacant due to workers on leaves of absence as defined in Article XVII, Section A, B, C, and D, and for other just causes (such as military service, vacation and disability). The Employer shall make every effort to fill positions vacated through resignations promptly and without unreasonable delay. The temporary employee shall be entitled to all benefits (except permanency) and the minimum rate for the job in which they are substituting after 120 days. The Employer may request in writing from the Union an additional 30 days, which the Union will not unreasonably withhold.
2. The Employer will notify the SHENS Unit Chair of the hiring of temporary employees.
3. A temporary employee who is offered and accepts a permanent position in a job which is identical to that which the temporary employee served in their capacity as a temporary employee shall serve a probationary period of 45 calendar days. The Employer may request that the Union extend this probationary for a period of up to an additional 45 calendar days. The request for an extension shall not be unreasonably denied by the Union.

D. Trainees

The parties agree that the externship/internship programs shall not diminish or erode the integrity of the SHS professional staff unit. No individual SHS counseling Staff shall supervise more than four trainees on an individual basis each academic year.

E. Benefit and Employment Status

1. New employees become eligible for most benefits on the first of the month following one full month of employment. Employees must complete and submit benefit events via the MyDay inbox within 31 days of the benefits-effective date.
2. All regular part-time employees shall be those regularly scheduled to work at least 20 hours but no more than 34 hours per week. Regular part-time employees shall receive full health insurance coverage and pension contribution.
3. Benefits effective date is the 1st of the month following or coincident with completing one month of employment.
  - Example: Hire date 01/15, Benefits begin 03/01
  - Example: Hire date 01/01, Benefits begin 02/01

**ARTICLE XIV: SENIORITY**

- A. Seniority shall be computed from the date of employment in regular full- or part-time positions, as defined in Article XIII, Employment Status, in the unit (provided that a layoff period shall count as continuous employment as specified herein) and shall accrue during vacation and leaves of absence as provided for in Article XVII. The only exception to this rule shall be that for unpaid leaves of absence exceeding six months and taken for reasons other than maternity, paternity, military service or medical or family medical leave.
- B. Seniority shall prevail among all SHS professional staff in case of layoff or termination for economic reasons, so long as the more senior person seeking a job is qualified and can reasonably be able to do the job.
- C. Whenever the Employer shall require additional employees, employment shall first be offered to those qualified employees who have been laid off less than six (6) months under the seniority provisions of this Agreement and the Employer shall also notify the Union.
- D. SHS professional staff who terminates voluntarily after five (5) years of continuous employment, and who the University chooses to reemploy in the same or substantially equivalent position, may return within one (1) year with no

loss in seniority. However, seniority credit shall not be given for time not employed.

- E. At the Union's request, the Employer shall prepare a seniority list setting forth the name of each employee, date of seniority, position and pay rate, once per semester/term: Fall, Spring and Summer.

#### **ARTICLE XV: HOURS OF WORK**

The following specifications of the number of working hours is made in the interest of the mutually desired procedure to protect the health and efficiency of the New School employees and their participation in and contribution to social and civic life. To this end it is agreed:

- A. The SHS professional staff, other than exceptions mentioned below, shall work five (5) days per week with two (2) consecutive days off per week. Schedules of days off shall be prepared on an academic year basis as far in advance as possible, but may be changed for legitimate business reasons, provided notice has been given as far in advance as practicable. The University shall provide advance notice when there is a change to the Monday to Friday work schedule and shall provide an opportunity to discuss the scheduled plans and impact to effected employees (i.e., Effects bargaining.)
  - 1. The work week, for full-time employees, shall be at least thirty-five (35) hours per week.
  - 2. Part-time SHS professional staff shall be those who work at least twenty hours (20) per week but no more than thirty-four (34) hours per week. Any part-time SHS professional staff who works less than 20 hours per week at the time of ratification of the proposal shall be grandparented into the unit.
- B. Whereas the Employer realizes the needs of its employees to have a relatively stable work schedule and the Union realizes the Employer's need for adaptability, the following is agreed:
  - 1. SHS professional staff and their direct supervisors shall confer and decide upon a mutually agreed work schedule that meets the needs of the service. Schedules of days off shall be prepared as far in advance as possible, but may be changed for legitimate business reasons, provided notice has been given as far in advance as practicable.
  - 2. In the event that the employee wishes to modify their established schedule, the employee may submit a written request to their supervisor for review and consideration.
  - 3. Once established, schedules shall be maintained for the noted academic year. Schedules may be changed during peak periods, emergencies,

vacations, illness or leaves of absence. Where practicable, advance notice shall be given.

C. Overtime, Only Applicable to Non-Exempt Employees

1. Overtime shall commence after 40 hours of work per week. Upon notice to the Union and affected employees, the Employer may implement Summer Hours whereby the employees work their normal weekly number of hours in a 4-day week, receive their regular pay, and are given one additional regular work day off.
2. Overtime must be authorized in advance by the employee's supervisor or by the Head of their department. The University will try to distribute overtime equitably to those employees available for, familiar with and able to do the work. Except in the event of an emergency, the supervisor will use their best efforts to provide employees with as much advance notice of overtime as is practicable under the circumstances.
3. Hourly employees who work in excess of 40 hours in a week shall be compensated in money at the rate of time and one half.
4. The University reserves the right to utilize compensatory time off for exempt employees, who are not otherwise eligible for overtime. "Compensatory time" shall be defined as paid time off for extra work. In those circumstances, the Departments must ensure that such time is utilized within two weeks, where practicable. University reserves the right to utilize compensatory time off in lieu of monetary compensation, where appropriate.
5. It is understood that at times, SHS professional staff will need to have contact with student clients, supervisees, other Staff, or supervisors outside of the employee's formal work schedule. In cases where this contact becomes extensive, such as dealing with a chronically suicidal student, or a student needing hospitalization, for example, the employee shall be entitled to appropriate compensatory time, subject to the approval of direct supervisors.
6. Non-exempt, hourly employees working on contractual holidays shall be compensated in money only at the rate of double time for all hours worked.

**ARTICLE XVI: HOLIDAYS**

- A. Employees shall receive the following holidays with pay, when such holiday falls during their regularly scheduled workday:

New Year's Day

Juneteenth

Martin Luther King's Birthday	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Christmas Day	Independence Day

When a holiday falls on a Saturday, it shall be celebrated on the previous Friday; when it falls on Sunday, it shall be celebrated the following Monday.

- B. In addition, full-time employees are entitled to four floating holidays each year. Floating holidays are typically accrued at the beginning of each quarter. New employees who are hired before the 15th of the second month of the quarter will accrue a floating holiday for that quarter. New employees who are hired on or after the 15th of the second month of the quarter will not accrue a floating holiday for that quarter. Part-time employees who are scheduled to work 20 or more hours per week will receive pro-rated floating holidays.
  - 1. Floating holidays may be scheduled in advance and may be enjoyed any time during the year consistent with the needs of the department. If desired, these holidays may be used for religious observances or may be taken in conjunction with other holidays and vacation time.
  - 2. Floating holidays must be used within the fiscal year (July 1 – June 30).
  - 3. Floating holiday time not used may not be carried forward into subsequent years.
- C. Employees who wish to observe religious holidays may do so by applying such time against vacation or floating holidays.
- D. If the University grants additional, paid vacation days to non-union, administrative staff during the end-of-year holiday period for a given year, SHS professional staff shall also receive the additional, paid vacation days for that year. Part-time employees shall receive prorated vacation days.

**ARTICLE XVII: LEAVES OF ABSENCE**

For the purposes of the administration of benefits or leave rights, unit employees should refer to the University's Institutional Policies and Procedures Manual (IPPM). The Employer will notify the Union of any changes to the IPPM.

- A. Sick Leave
  - 1. New York City Earned Sick Time

- a. Pursuant to the Paid Sick Leave Law, employees accrue Sick Time at a rate of one hour for every 30 hours worked, up to a maximum of 56 hours of Sick Time per fiscal year (July 1 – June 30). All employees who work more than 80 hours in each year will accrue Sick Time based one hour for every 30 hours worked up to the statutory maximum. Employees may begin to use sick leave beginning 120 days after beginning their employment up to a maximum of 56 hours per fiscal year.
- b. New York City Earned Sick Time can be used when the employee must care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care, including absence covered by the Family and Medical Leave Act (“FMLA”) policy as described in the IPPM.
- c. Upon termination of employment for any reason and whether voluntary or involuntary, employees will not be paid for any unused accrued Sick Time. However, when there is a separation from employment and the employee is rehired by the University within 6 months of separation, previously accrued unused Sick Time will be reinstated to the rehired employee.

2. Personal Sick Leave Time

- a. In addition to the New York City Earned Sick Time described above, there is no set number of leave days available for personal illness. Individuals who are out sick are paid for the day. However, these days must be used for the employee’s personal illness only and cannot be applied to care for family members. An employee absent because of personal illness must notify his/her supervisor and/or department head as close as possible to his or her scheduled start time.
- b. Personal sick leave can be used when an employee has a mental or physical illness, injury, or health condition; or needs to get a medical diagnosis, care or treatment of a mental or physical illness, injury, or condition; or the employee needs to get preventive medical care. This also includes absence covered by the FMLA policy as described in IPPM.

B. Paid Leaves of Absence: All leaves of absence will be issued in accordance with University policies as outlined in the IPPM.

- 1. Jury Duty. If an employee receives a notice of jury duty, they must notify the supervisor and provide a copy of the jury duty notification as soon as possible so that proper coverage may be arranged for your absence. Each

day that you are serving jury duty, the employee must inform the supervisor as to the status of the service and expected return-to-work date. If the employee is released from jury duty early in the day, then they are expected to return to work. If the employee is called for jury duty, they will continue to receive their base normal pay for the first two (2) weeks of jury service.

- a. Employees will be compensated for base wages only, for time spent on jury duty, up to two weeks. Compensation will be made in accordance with federal and state wage and hour laws.
- b. For jury duty lasting longer than two weeks, the employee must contact HR for further discussion.

2. **Military Service Leave.** The University will grant military leaves of absence as required by law and by the needs of employees who are members of the military service. Any full-time unit employee who is called to active military duty will be granted a military leave of absence. The duration of the leave will be the term of enlistment plus any additional time may be required by the government. It will include a reasonable allowance of time for travel and adjustment. Reenlistment or any other voluntary extension of the tour of duty may affect the leave of absence. On return from military leave of absence, the employee will be reinstated as required by law, subject to these conditions:

- a. The employee must apply for reinstatement within the time required by law;
- b. If the employee's former job is not available, the University will provide a job of similar status, seniority, and pay. Adjustments and exceptions to this policy may be made as circumstances require.
- c. The University makes it a policy not to discriminate in any way against employees who are members of the military. The employee's job will not be in jeopardy if a military leave of absence is requested or taken.

3. **Bereavement Leave.** If a member of an employee's immediate family dies, employees are allowed five (5) days paid absence. Members of the immediate family are mother, father, sister, brother, spouse, domestic partner, child, grandchild, mother-in-law, father-in-law, sister-in-law, brother in-law, grandmother, and grandfather. If an employee wishes to take time off due to the death of someone other than an immediate family member the employee may take accumulated vacation days or time off without pay, with supervisory approval.

C. **Family Medical Leave Act.** The Employer agrees to conform the agreement in accordance with the provisions of the FMLA. Any provision of the agreement

which is more beneficial than provided by the FMLA shall continue. FMLA leaves shall run concurrently with any comparable leave provided for herein.

D. New York State Paid Family Leave Law (PFL)

1. The Union and the Employer agree to comply with the PFL in all aspects as provided in the Law and applicable regulations.
2. Employees who regularly work 20 or more hours a week and employees who regularly work fewer than 20 hours a week but who have worked for more than 175 days in a 52 consecutive week period are covered by the PFL, and are eligible for paid family leave benefits in accordance with the Law. The Employer will offer a PFL waiver to employees whose employment will not meet the minimum eligibility criteria under the PFL. The waiver will be revoked automatically in a manner consistent with the PFL if the employee becomes eligible for PFL benefits.
3. The eligibility for, and the amount and duration of, paid family leave benefits shall be as provided in the Law. For illustrative purposes, in 2018 PFL benefits will cover 50% of an employee's weekly income, capped at 50% of the statewide average weekly wage ("AWW") (currently, \$1,305.92) for up to 8 weeks in a 52-week period. The benefit amount and/or length of leave will increase through 2021, and in 2021 PFL will cover 67% of an employee's weekly wage (capped at 67% of the then-applicable state AWW) for up to 12 weeks' leave in a 52-week period. All other terms of the PFL, as it may be amended, shall apply.
4. Paid family leave can be used to care for close family members with a serious health condition, bond with a new child, or ease certain circumstances arising from a family member's active military service. The full definitions and terms of use shall be as provided for in the PFL.
5. Effective with the signing of the Agreement, the Employer will begin a payroll deduction consistent with the PFL from all Employee's pay (except for ineligible employees who sign a waiver of PFL benefits). Currently, PFL deductions will be 0.126% of an Employee's weekly pay, up to a maximum of \$1.65 per week.
6. Employer may offer that employees use accruals of other paid time off, including but not limited to paid time off under the NYC Earned Sick Time Act, to receive up to full wages during the period of paid family leave. Any employee who elects to use other paid time off during paid family leave shall not be entitled to more than 100% of the Employee's regular wages (calculated as defined in the PFL) and all employees expressly agree to refund to Employer (or to have reduced accordingly) any payments in excess of 100% of the Employee's regular wages. Where applicable, PFL leave shall also count as FMLA leave or other applicable leave.

E. Unpaid Leave of Absence

1. A request for an extension of a leave of absence, as provided above in Article XVII. C., for up to three months after FMLA is exhausted requires the approval of HR, which approval will not be unreasonably withheld.
2. An employee on a leave of absence shall be entitled to return to the same position held immediately prior to the leave of absence, provided the employee is able to return within six (6) months. In the event that the Employee is unable to return within six (6) months, they shall be entitled to preferential hiring, within twelve (12) months of their termination date, into a vacant bargaining unit position for which they are qualified and able to perform the essential functions of the job. In the event that such an Employee is rehired, their seniority date shall be the date of rehire, unless they shall remain employed for a period of time equal to the length of the leave of absence in which case the break in service shall be cured and the seniority restored (less the amount of time spent on the leave of absence).

F. Benefits During a Leave of Absence

Unless provided otherwise herein, certain conditions shall be applied to an employee who is on a leave of absence.

1. An employee on unpaid leave shall not be credited with time worked for said period for any purpose except seniority as provided for in Article XIV Seniority.
2. An employee returning from a leave of absence shall be entitled to any contractual salary increase which went into effect during that period.
3. During the period of a leave of absence, the employee shall pay their usual premiums for health insurance coverage.

**ARTICLE XVIII: VACATIONS**

A. A full-time employee shall earn vacation at the rate of 5.93 hours per pay period (or 22 days per calendar year). A part-time employee working on a continuing basis for at least 1,000 hours per year shall earn vacation in a ratio of hours equivalent to a percent of full-time employment. Individuals beginning work on or before the 15th of any month will receive vacation service credit for the entire month. Persons beginning work on or after the 16th of each month will begin to receive service credit for vacation beginning with the following month. However, vacation should not be taken during the first six months of employment. Part-time employees who work under 1,000 hours per calendar year are not eligible for vacation.

1. Requests for vacation should be submitted several days in advance where feasible and requires the supervisor's approval.

2. The maximum amount annually for carryover is 15 days. The cutoff date will be June 30th of each year. Part-time employees' vacation carryover will be pro-rated. If the University extends the carry over date beyond June 30th for non-union, administrative staff for a given year, SHS professional staff shall also receive the extended cutoff date for that given year.
  3. In addition to the carryover outlined in the above, if employees have any excess vacation days above the 15 days allowable on the cutoff date, those days will be placed in a special "leave" bank to be used by the employee if and when the employee has an event that qualifies under the Family Medical Leave Act (FMLA). Events include (but are not limited to) birth or adoption of a child and care for a parent, child, or spouse with a serious health condition. The maximum balance for the special leave bank will be 22 days (pro-rated for part-time employees). The employee can receive pay by using these days during an otherwise unpaid FMLA period.
- B. Any employee who because of pressure of work cannot take their vacation during the time scheduled, shall have the right to grieve the denial of vacation time at the Step Three level.
  - C. The seniority principle shall be applied in the choice of vacation dates within the scheduling parameters set forth by the employee's department.
  - D. Upon termination of employment, an employee will be paid for any unused vacation days which have accumulated up to the allowable maximum. New School administrative employees who terminate employment may receive a maximum vacation payout of 15 days. Part-time employees shall receive pro-rated vacation payout. There is no payout for days in the special leave bank for FMLA.

#### **ARTICLE XIX: HEALTH AND SAFETY**

- A. The University agrees to provide a safe and healthful work environment for SHS professional staff, and further agrees to ensure safe working conditions. The University shall comply with applicable federal, state, local, and Occupational Safety and Health Administration (OSHA) regulations as well as University policies and procedures as set forth in the University's IPPM. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.
- B. Occupational health and safety is the mutual concern of the University, the Union and SHS professional staff members. SHS professional staff shall report safety and health hazards of which they are aware to their immediate supervisor or other appropriate University Personnel.
- C. Personal protective clothing and equipment shall be furnished and maintained by the University without cost to SHS professional staff whenever such equipment is required as a condition of employment or is required by OSHA or other regulatory agency.

- D. Under no circumstances shall a SHS professional staff member be required to remain in an environment or assigned to engage in any activity involving conditions which they reasonably believe to be dangerous to person or property. After exiting an unsafe environment and securing personal safety, the staff member shall update their supervisor. The staff member will relocate to conduct their work, if the University provides appropriate, alternative space on campus. If such space is unavailable, staff and their supervisor will work to facilitate the rescheduling of treatment appointments to a convenient time and appropriate setting, as needed.
- E. Any SHS professional staff leaving the premises in such an instance shall not incur loss of wages or accrued leave time or suffer any other reprisal. In the event the SHS professional staff's assessment was unwarranted, the University reserves the right, in accordance with an assessment by an expert (whether internal or external) assessment, not to provide compensation for the period of time subsequent to leaving the workspace. The University will provide a copy of any such final assessment or reports to the union, in a timely manner (i.e., within three business days). The Union reserves the right to request a second professional assessment. SHS professional staff have the right to report symptoms, injuries, illnesses, unsafe or unhealthy conditions to a supervisor, University official or regulatory agency without fear of reprisal.
- F. Pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the University provides reasonable accommodations to SHS professional staff members with disabilities. All requests for accommodations should be submitted directly to the Benefits Department in Human Resources.
- G. In the event of a suspected outbreak of a communicable disease and when the University requires testing and provides related treatment in SHS for such communicable disease to students, the University shall similarly offer such preventive strategies, tests and treatment for SHS professional staff within the appropriate affected work areas at no cost to the employees.
- H. Workplace violence, including but not limited to threats of violence, sexual harassment or assault against a SHS professional staff, will not be tolerated and should immediately be reported to their immediate supervisor or appropriate University official whether or not physical injury occurs.
- I. In accordance with applicable Federal, State and local laws, as well as University policies and procedures as set forth in the University's IPPM, behaviors that contribute to a hostile, humiliating or intimidating work environment, including bullying, or abusive language or behavior, are unacceptable and will not be tolerated. SHS professional staff who believe they are subject to such behavior may raise their concerns with an appropriate University Official (i.e., Human Resources, Labor Relations or Supervisor).

## **ARTICLE XX: PERSONNEL FILES**

### **A. General Provisions**

1. Personnel files are files maintained on individual employees located in an employee's department and/or HR.
2. Information in the Files
  - a. An employee's personnel file(s) may contain information pertaining to hiring and onboarding, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; resume/CV; duties and job classification; performance; disciplinary action; attendance; and other relevant or necessary information specified by the University.
  - b. Copies of disciplinary materials, upon being provided to an employee, shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such letters shall be placed in their personnel file(s).
  - c. In line with HR practices and procedures, items of a standardized nature (e.g. offer letter, salary increase notification, etc.) shall contain the date of the document's creation and be placed in the employee's personnel file. In line with HR practices and procedures, items of a more specific and personal nature, including any disciplinary letters or other time-sensitive documents, shall contain the date of the document's creation, its source/author and the date it was placed in the file.
3. Employee and/or Representative Review of Personnel File(s)

The Employer shall make available, upon request, an employee's personnel, and/or departmental file for their review. The employee may initiate a review by making an appointment with HR, or, by requesting a copy of the contents of their personnel file be sent to them electronically. Such requests shall be sent to [HRHelp@newschool.edu](mailto:HRHelp@newschool.edu) and will be responded to within 7 business days.

## **ARTICLE XXI: PAY DAY**

Paydays are always on a Friday, except when a Friday payday is also a federal holiday, in which case payday is the day before. Employees will be paid according to their assigned payroll schedule which is available on the Human Resources webpage.

**ARTICLE XXII: GENERAL WAGES**

**GENERAL WAGE PROVISIONS**

A. Effective January 1, 2024, employees in the following titles: Therapist, Counselors, Psychologists, and Social Workers shall receive a wage adjustment bringing them to a minimum of \$52 per hour or their current rate, whichever is greater.

Effective January 1, 2024, any employees in a position not listed above (i.e. non-counseling titles and psychiatrist) shall receive a five (5%) wage increase.

B. Within two pay periods after ratification, each currently active bargaining unit employee on the payroll as of the date of payment who was also active at the time of ratification will be paid a one-time lump sum payment in the gross amount of \$2,500.

C. Effective January 1, 2025, all employees shall receive a three and one-quarter percent (3.25%) increase.

D. Effective January 1, 2026, all employees shall receive a three and one-quarter percent (3.25%) increase.

E. Effective January 1, 2027, all employees shall receive a three and one-quarter percent (3.25%) increase.

F. Effective January 1, 2024, specified employees who have been formally assigned to perform Assistant Director for Training and Resource Coordinator duties as of the date of this agreement will receive additional pay per the parties MOU signed November 29, 2023.

**ARTICLE XXIII: INSURANCE BENEFITS**

A. Regular full-time and part-time employees (scheduled to work 20 hours or more per week), as defined in Article I shall continue to receive access to the University's health, vision and dental insurance plans as well as its flexible spending account plans/programs on the same terms and conditions as available to non-unionized administrative staff.

B. Regular full-time and part-time employees (scheduled to work 20 hours or more per week), as defined in Article I shall receive access to the University's Medigap Reimbursement Plan on the same terms and conditions as available to non-unionized administrative staff.

**ARTICLE XXIV: FLEXIBLE SPENDING ACCOUNTS**

The University agrees to provide a Healthcare Flexible Spending Account and a Dependent Care Flexible Spending Account, to the extent and on the terms and conditions offered to other non union administrative employees. An employee can enroll in these accounts when they are newly benefits-eligible, during the University's annual open enrollment period, or if they have experienced a change in status as defined by the IRS.

For more information, employees should refer to Section 3: Benefits in the University's Institutional Policies and Procedures Manual (IPPM) and the University's Benefits Website.

#### **ARTICLE XXV: RETIREMENT ACCOUNTS**

- A. Regular full-time and part-time employees (scheduled to work 20 hours or more per week), as defined in Article I shall continue to receive access to the University's pension plans/programs on the same terms and conditions as available to non-unionized administrative staff.
- B. Retirement benefits shall also include maintaining access to any applicable New School email address, alumni ID card for access to University Buildings and Library usage and borrowing privileges (excluding Bobst) and access to continuing education classes on the same the terms on which these are offered to other non-unionized administrative staff upon retirement.

#### **ARTICLE XXVI: UNIFORMS**

- A. The University will continue the existing practice of providing and laundering lab coats without cost to SHS professional medical staff. If the University contemplates a change in this practice, SHS professional staff shall be consulted prior to such change.
- B. The University will continue the existing practice of providing medical scrub uniforms without cost to SHS medical professional staff. The University will additionally provide one new medical scrub uniform set annually to each medical staff professional. If the University contemplates a change in this practice, SHS professional staff shall be informed prior to such change.

#### **ARTICLE XXVII: TUITION WAIVER PLAN**

SHS professional staff shall be entitled to a tuition waiver benefit for eligible courses taken at the New School. Tuition benefits for SHS professional staff shall be issued in accordance with the practices outlined in the University's Tuition Waiver Plan in effect as of the date of ratification of this collective bargaining agreement. (See Appendix A for specific information)

#### **ARTICLE XXVIII: CHILDCARE**

- A. The provision of a childcare benefit shall be added as an agenda item for consideration by the Labor Management Committee.
- B. If the University provides any form of childcare benefit to any other group of University employees during the lifetime of the Collective Bargaining Agreement, the University shall offer an equivalent childcare benefit to the Union.

**ARTICLE XXIX: UNION LEAVE**

- A. A maximum of 3 SHS professional staff in any semester shall be granted up to one-week of paid leave of absence to attend union meetings, conferences, trainings, and conventions.
- B. The University shall compensate up to 4 SHS professional staff per academic year when appointed by the Union for representational purposes.
- C. The above shall not exceed an annual (1/1 – 12/31) aggregate of:
  - January 1, 2024: \$10,000
  - January 1, 2025: \$10,000.00
  - January 1, 2026: \$10,000.00
  - January 1, 2027: \$10,000.00

**ARTICLE XXX: PROFESSIONAL DEVELOPMENT**

- A. General Conditions
  - 1. Employees shall be reimbursed by the University for the reasonable costs of professional development programs and related costs, including fees required to obtain and/or renew state and/or other professional licensing, that have been pre-approved based on established departmental procedures.
  - 2. Nothing in this Article shall prevent the University from granting additional professional development and/or educational opportunities.
- B. Training Outside the University
  - Release Time and Scheduling
    - 1. The University shall establish, in addition to the reimbursement of professional licensing fees above, a Professional Development Fund in the amount of \$12,500. This amount will be available upon ratification in a pro rated amount for the remainder of fiscal year 2023-24 and \$12,500 shall be available July 1, 2024 for use in fiscal year 2024-25. Effective July 1, 2025, this amount will increase to \$15,000. Effective July 1, 2026, this amount will increase to \$18,000. A SHS professional staff member who wishes to participate in professional development shall submit a request per the Department’s outlined procedures. Approval shall take into consideration departmental needs and priorities. Equitable distribution of professional development funds among Staff is encouraged.

2. Professionals who are scheduled to take an examination for a work-related certification which would grant a state and/or nationally recognized certification, and who request the examination day off in accordance with scheduling procedures, shall be assigned paid Professional Development for the day<sup>1</sup> on which the examination is taken.

C. Financial Support

Pre-approved professional development fees and related costs shall be reimbursed in line with the University's travel policy when approved by the Department.

D. Equipment/Technical Training

In the event that the University introduces new equipment or methods of practice which materially affects work performed by SHS professional staff, the University shall provide the appropriate training.

### **ARTICLE XXXI: PERFORMANCE EVALUATION**

- A. Performance Evaluation is a constructive process designed to acknowledge strengths as well as areas of improvement in the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of their duties.
- B. No employee shall receive an overall "needs improvement" rating on the annual evaluation form unless they have been informed of any deficiencies, including information about how to correct said deficiencies, prior to receiving such overall evaluation. This provision does not apply in cases where problematic behavior occurs too close to the evaluation deadline to allow for adequate communication, but in those cases, the evaluation itself would include information about how to correct said deficiencies.
- C. The performance of each employee will be evaluated annually, in accordance with a process established by the University with appropriate input from SHS professional staff. More frequent evaluations may be conducted if reasonably determined to be necessary for reasons that are clearly articulated.

### **ARTICLE XXXII: EMPLOYEE DISCIPLINE AND DISCHARGE**

- A. The University shall have the right to discipline SHS professional staff, up to and including discharge, for just cause. Except as otherwise expressly provided for in this Agreement, such disciplinary treatment shall be subject to the provisions of Article XXXIII, Dispute, Grievance and Arbitration.

---

<sup>1</sup> Day shall be defined as up to 7 hours for full-time and prorated for part-time employees.

- B. A newly hired employee may be dismissed during the probationary period with or without cause and without resort to the grievance and arbitration provisions of the Agreement. SHS professional staff transferred from one unit position to another at the University will serve a probationary period in the new role. If the transferred employee does not successfully complete the probationary period or is otherwise discharged, other than for cause, such employee shall have the right to return to their previous role, if available, or a comparable role, if qualified, at their former salary, and with appropriate benefits.
- C. The Employer and the Union commit themselves to the principle of progressive warnings so that the employee has fair notice their conduct, if continued, could lead to dismissals and a reasonable opportunity to correct such conduct is given so as to avoid dismissal. In line with these objectives and in order to prevent deteriorating conditions from leading to dismissals, the Employer and the Union agree to the following procedures when continuing patterns become evident:
1. First the immediate supervisor shall discuss the situation with the employee in an effort to counsel the employee and ameliorate the situation;
  2. If further action is required, the Department Head of SHS shall take appropriate action tailored to the specific case;
  3. Any disciplinary action by the Employer taken under this procedure shall be subject to the grievance and arbitration process provided for herein. Grievances relating to a dismissal may be presented initially at Step Two (II) or as otherwise specified in Article XXXIII.
  4. The first written warning received by an employee shall not be applied toward any future disciplinary action and will not be referenced in future disciplinary action, if during a two (2) year period starting with the date of warning notice, the employee receives no other written warning for the same reason.
  5. Further action shall be defined as, Counseling, Verbal Warning, Written Warning, Suspension (without pay). In the event of alleged egregious conduct, the employer reserves the right to skip one or more steps depending on the nature of the employee's conduct.
- D. Acceptance of other employment while on a paid leave constitutes grounds for dismissal unless approved in advance or consistent with the purpose of the leave.
- E. The Employer shall make available, upon request, an employee's personnel and/or departmental file for their review. The employee may initiate a review by making an appointment with HR, or, by requesting a copy of the contents of their personnel file be sent to them electronically. Such requests shall be sent to HRHelp@newschool.edu and will be responded to within 7 business days.

### **ARTICLE XXXIII: DISPUTE, GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A prompt and efficient method of settling disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable.
- B. An aggrieved SHS professional staff member or the Union shall present a grievance within twenty (20) days of its occurrence or discovery. SHS professional staff may be accompanied by a Union representative at any step of the grievance procedure. Furthermore, SHS professional staff may be accompanied by a Union representative at any investigatory interview which the SHS professional staff reasonably believes may result in disciplinary action.
- C. The following steps shall be followed in the processing of disputes/grievances:
1. Step 1. The SHS professional staff shall informally discuss the dispute with their direct supervisor within twenty (20) days of its occurrence or discovery. In the event an individual SHS professional staff and the University settle a dispute without the written and express agreement of the Union, it will not create a precedent for the interpretation or application of this Agreement.
  2. If the dispute/grievance is not adjusted satisfactorily within ten (10) days thereafter, the grievance may proceed to Step 2. Furthermore, while SHS professional staff and administration are encouraged to resolve disputes at Step 1, the SHS professional staff or Union may initiate a grievance at Step 2 provided it is so initiated within the twenty (20) days specified above.
  3. Step 2. Disputes/grievances that proceed to Step 2 must be reduced to writing and sent to the SHS Department Head or their designee within ten (10) days of the Step 1 response. The Dispute/Grievance must specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The SHS Department Head or their designee shall meet with the grievant and the Union within ten (10) days of receipt of the written grievance. The SHS Department Head shall respond to the Union in writing within ten (10) days of the meeting.
  4. Step 3. A grievance not resolved at Step 2 may be appealed in writing within ten (10) days of the conclusion of Step 2 to the University's Senior Director Employee & Labor Relations or designee. The Senior Director Employee & Labor Relations or designee shall meet with the grievant and the Union to discuss the grievance within ten (10) days of receipt of the written appeal. The Senior Director Employee & Labor Relations or

designee is not precluded from inviting other Employer representatives who are relevant to the grievance. The Senior Director Employee & Labor Relations or designee shall respond to the Union in writing within ten (10) days of the meeting.

- D. A grievance by the University will initiate at Step 3. A grievance by the University shall be in writing, addressed to the Union at its offices, commenced within twenty (20) days of its occurrence or discovery, and shall specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Union shall respond in writing within ten (10) days of its receipt and shall send a copy of its response to the Office of the General Counsel.
- E. Any dispute filed by the Union on behalf of two or more SHS professional staff members or involving the disciplinary suspension or discharge of a SHS professional staff member or a grievance against a Student Success Management, may be initiated at Step 3. Additionally, as to any other dispute, the parties may proceed initially at Step 3 if by mutual agreement, in writing.
- F. Any disposition of a dispute/grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not be considered further subject to the grievance and arbitration provisions of this Agreement. Failure on the part of either party to address a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.
- G. A grievance not resolved at Step 3 may be taken to arbitration by the Union or the University within thirty (30) days of the conclusion of Step 3. The time within which a party may take a grievance to arbitration is of the essence. A party shall take a grievance to arbitration by giving notice to that effect, with a copy to the other party. Unless the parties agree upon the selection of an arbitrator, such selection shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association.
- H. Notwithstanding the foregoing, the arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the SHS professional staff member, the Union, and the University. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the University.
- I. The Employer agrees to compensate the grievant(s), the SHENS Unit Chair, and employee witnesses as required for time spent at the arbitration at their regular rate of pay. The Employer agrees to work with the Union on scheduling the arbitration at a time that is accommodating to all parties.

## **ARTICLE XXXIV: TERMINATION AND LAYOFF BENEFITS AND SEVERANCE PAY**

When a unit position is terminated due to reorganization, outsourcing or other reasons (such as shortage of work, budgetary constraints), the following policy will apply to all employees.

- A. In the instance of layoffs or furloughs, the following provisions will apply:
1. The University will notify the union and the employees as soon as possible in line with Article II, section C of Management Rights. In the instance of layoffs, the university will pay the remedy outlined in Section 7 below.
  2. In the event of a layoff or furlough within a job classification and work status (full time vs. part-time), probationary employees will be laid off first. Non-probationary employees will be the next to be laid off in order of reverse seniority.
  3. In the event of a furlough, the University will provide the employee, in writing, with a timetable regarding the expected date of return to work.
  4. When possible, the University will attempt to place the staff member in another vacant position for which they are qualified at the regular rate of pay assigned to the vacant position. No grievance may be filed, or arbitration invoked under this section [(XXXIV)(A)(4)] of the Agreement.
  5. In the event the previous position(s) is reinstated or the work shortage or other reason for furlough has ended, the previous employee(s) should be recalled in accordance with their classification seniority in the reverse order in which they were laid off.
  6. In the event that an employee who has received severance is recalled to work and laid off again, the previous period of service will not be calculated for severance purposes.
  7. Severance pay, in all circumstances except those related to subcontracting or outsourcing, will be calculated on the following schedule:
    - a. less than 2 years: 2 weeks
    - b. more than 2 years but less than 5 years: 4 weeks
    - c. more than 5 years but less than 8 years: 6 weeks
    - d. more than 8 years but less than 9 years: 8 weeks
    - e. more than 9 years but less than 10 years: 9 weeks

f. 10 or more years: 10 weeks

B. In the instance of the subcontracting out, outsourcing or other permanent discontinuance (closure) of either medical or counseling services pursuant to Article II (Management Rights), the University will provide the following, along with Sections C and D below, schedule of enhanced severance pay as the sole remedy in lieu of decisional and effects bargaining in relation to severance as a monetary payout:

1. less than 4 years: 4 weeks
2. 4 years – 12 years: 12 weeks
3. More than 12 years: 16 weeks

C. In the event that SHS professional staff furloughed pursuant to the April 27, 2020 Notice of Furloughs are not brought back and their employment is otherwise terminated, employees shall receive both the enhanced severance pay as outlined in B. above and the retroactive wage increases as outlined in Article XXII (General Wages)

1. If the University re-establishes SHS as a University department, SHS professional staff shall have recall rights for up to two years from the date of initial termination. Whenever a vacancy occurs in a job classification, employees who are terminated on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they are laid off.

D. In the instance of either layoffs or outsourcing/subcontracting, a SHS professional staff member who is notified of termination will, upon request, receive the following professional career development assistance for up to six (6) months to secure new employment within or outside of the University:

1. Benefits Information assistance
2. Medical and Dental Cobra insurance information
3. Job Search Assistance

#### **ARTICLE XXXV: STUDENT LOAN SUPPORT PROGRAM**

A. Upon ratification of this Agreement, the Employer will create a "Student Loan Support Plan" by establishing an educational assistance program under Section 127 of the Internal Revenue Code. The program shall provide all bargaining unit employees, who have one year of service or more, and who hold debt as student loans, with up to \$3,000 per year in non-taxed student loan payment assistance until the expiration of the tax-free benefit, or the expiration of the collective bargaining agreement, whichever occurs first.

- B. The plan shall cover any student loan incurred by the employee for education of the employee.
- C. The Employer will make payments directly to eligible employees, and any recipient employees will provide the Employer with documentation of the current loan amount in advance of receiving payment. The recipient employee will provide the Employer with documentation such as a statement from their student loan servicer or lender showing the payment was used for payment of their student loans.
- D. The Employer may create other reasonable terms towards the administration of the Student Loan Support Plan with advance notice to the Union.

**ARTICLE XXXVI: Memoranda of Understanding**

The Memoranda of Understanding executed on November 29, 2023 between the Employer and the Union regarding faculty status for bargaining unit members and various bargaining unit and staffing issues are deemed part of this collective bargaining agreement.

**ARTICLE XXXVII: NO STRIKE, NO LOCKOUT**

- A. The Union agrees that it will not, nor will it permit any member of the bargaining unit to, call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any employee engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.
- B. In the event that any employees violate the foregoing provisions, the Union shall immediately use every means at its disposal to get employees who participate or engage in any such action to return to work, including the distribution to the employees and the University, within twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union's offices, of a written notice signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.
- C. The University agrees that it shall not lockout any of the employees covered by this Agreement.

**ARTICLE XXXVIII: MAINTENANCE OF BENEFITS**

- A. All benefits to employees, attributable to the SHS professional staff and which are set forth in written University policy existing at the time this Agreement goes into effect, shall be continued unless discontinued or modified by terms of this Agreement or by other written agreements between the University and the Union.

B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:

1. A consistent and ascertainable course of conduct.
2. Engaged in for some reasonable length of time.
3. Of which both the Union and Human Resources are aware.
4. Which does not vary the express, written terms of this Agreement.
5. Which is in respect to a given set of specific circumstances and conditions.

#### **ARTICLE XXXIX: ENTIRE AGREEMENT**

The University and the Union agree that all matters desired by either party have been presented, discussed, and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unequivocally waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not within the contemplation of the parties and whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them pursuant to this Agreement and may not be modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

#### **ARTICLE XL: TERM OF AGREEMENT**

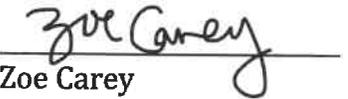
This Agreement shall be in full force and effect from July 1, 2023 to and including December 31, 2027, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by mail with return receipt or other acknowledgement of receipt, at least sixty ( 60) days prior to the expiration of the Agreement provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by mail with return receipt or other acknowledgement of receipt, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter.

Signatories:  
for the Union



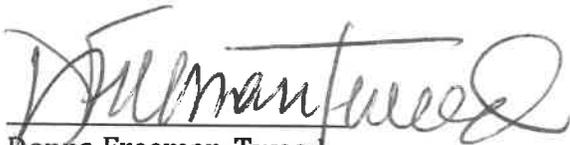
Reisy Veloz  
International Representative,  
UAW, Region 9A

1/26/2024  
Date



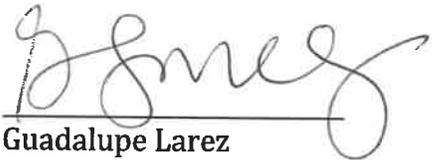
Zoe Carey  
President, Local 7902

1/25/24  
Date



Donna Freeman-Tweed  
Bargaining Committee, SHENS-UAW

1/29/24  
Date



Guadalupe Larez  
Bargaining Committee, SHENS-UAW

1/29/24  
Date



William Groth  
Bargaining Committee, SHENS-UAW

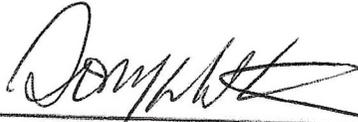
1/29/24  
Date



Yasmin Mohabbat  
Bargaining Committee, SHENS-UAW

1-29-24  
Date

Signatories:  
for the University



Sonya Y. Williams  
Vice President for Human Resources

3/15/24  
Date



Brian Fuller  
Associate Provost for Strategy & Operations

2/29/24  
Date



Jayne Jordan  
Senior Director of Medical Services

2/27/24  
Date