

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**RESEARCH FOUNDATION OF THE
CITY UNIVERSITY OF NEW YORK**

AND

PROFESSIONAL STAFF CONGRESS/CUNY

**LAGUARDIA COMMUNITY COLLEGE
RESEARCH FOUNDATION FIELD
EMPLOYEE BARGAINING UNIT**

June 1, 2015 through May 31, 2018



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AGREEMENT

This Agreement is made and entered into by and between the **RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK** (the “Foundation”) and the **PROFESSIONAL STAFF CONGRESS/CUNY**, affiliated with the American Federation of Teachers, AFL-CIO (the “PSC”).

**ARTICLE I
RECOGNITION AND COVERAGE**

1.1 CERTIFICATION CLAUSE

Pursuant to a Petition filed by the PSC with the National Labor Relations Board (“NLRB”) in Case No. 29-RC-10157, and the March 16, 2004 NLRB-conducted election in which the PSC received a majority of the valid ballots cast, the NLRB issued a Certification of Representative, dated March 26, 2004, which certified the PSC as the exclusive bargaining representative of the employees in the following unit: All full-time and regular part-time employees, including office clericals, employed by the Research Foundation of the City University of New York at LaGuardia Community College located at Thomson Avenue, Long Island City, New York, excluding all confidential employees, managerial employees, guards and supervisors as defined in Section 2(11) of the National Labor Relations Act.

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1.2 FULL-TIME, PART-TIME A AND PART-TIME B EMPLOYEES DEFINED

1. A full-time employee is an employee appointed to work at least 35 hours a week.
2. A part-time A employee is an employee appointed to work for more than 19 but fewer than 35 hours per week.
3. A part-time B employee is an employee appointed to work for 19 hours or less per week.
4. For part-time employees, all hours for which an employee is appointed to work shall constitute that employee's work week.

1.3 UNION SECURITY AND DEDUCTION OF DUES

UNION SECURITY

As a condition of continued employment, within thirty (30) calendar days after the execution of this Agreement, or in the case of newly-hired employees, upon completion of a thirty day waiting period, all employees covered by this Agreement shall either:

- a) become a member of the PSC and pay dues; or
- b) pay to the PSC an agency fee, as prescribed by law.

The PSC shall notify the employees and the Foundation as to the amount of the applicable membership dues or agency fees and to any changes in those amounts.

The Foundation shall not be required to discharge any employee for failure to tender union dues or agency fees unless the PSC has provided ten (10) business days written notice to the Foundation and to the employee prior to the date of such discharge.

CHECKOFF

Upon receipt of a signed authorization from an employee on the form provided by the PSC, the Foundation shall deduct from the employee's bi-weekly paycheck the PSC's membership dues or agency fees that may be owed by the employee to the PSC during the period provided for by the authorization.

Deduction of dues or agency fees shall commence with the first paycheck for a complete pay period to be received by such employee thirty (30) days after the execution of this Agreement, or, in the case

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of newly-hired employees, thirty (30) days after hire and receipt by the Foundation of the requisite authorization form.

Deducted amounts for membership dues and/or agency fees shall be remitted by the Foundation to the PSC quarterly — January, April, July and October — by the last day of such month for the previous quarter, along with a written statement of the names of the employees (with the amount for each) for whom deductions were made.

The Foundation shall not be held responsible for costs in the case of clerical or administrative errors or omissions resulting in failure to make or remit deductions of dues or fees.

The PSC accepts responsibility for advising current and newly-hired employees of their obligations under this Article and of supplying such employees with copies of this Agreement and the requisite check-off authorization form.

INDEMNIFICATION

The PSC agrees to indemnify and hold the Foundation harmless against any and all claims, demands, suits and other forms of liability, including without limitation, liability under the provisions of any federal, state or local statute, that shall arise out of or by reason of action taken by the Foundation for the purpose of complying with any of the provisions of this Article.

**ARTICLE 2
NON-DISCRIMINATION**

Neither the Foundation nor the PSC will discriminate based on race, color, ethnic origin, religion, gender, marital status, age, citizenship or national origin, sexual orientation, veteran status, disability or lawful union activity. Any categories protected from discrimination in the Foundation's non-discrimination policies shall be automatically incorporated as a category covered by this paragraph.

An employee may timely elect to challenge a decision or action as discriminatory by making it the subject of a complaint pursuant to the complaint procedures applicable to discrimination claims contained in the Foundation's discrimination complaint policy (RF Policy No. 510) and/or sexual harassment policy (RF Policy No. 525), copies of which are annexed hereto as Appendix A; or the subject of a complaint or grievance pursuant to the Complaint, Grievance and Arbitration provisions of this Agreement. The

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Foundation shall notify and consult with the PSC prior to making any changes to RF Policy Nos. 510 and 525.

A claim of discrimination based upon lawful union activity may be made the subject of a complaint or grievance pursuant to the Complaint, Grievance and Arbitration provisions of this Agreement. After any such complaint or grievance has proceeded through the Informal Procedure or Steps 1 and 2 of the Formal Procedure, the employee, the PSC or the Foundation may elect to have the matter timely submitted to the National Labor Relations Board for determination rather than to arbitration.

Nothing in this Article shall limit or circumscribe the Foundation's authority to conduct its own independent investigation of a claim of discrimination or sexual harassment. Should the discipline or termination of any covered employee result from the Foundation's investigation of a claim of discrimination or sexual harassment, such discipline or termination may be made the subject of a grievance pursuant to the Complaint, Grievance and Arbitration provisions of this Agreement.

**ARTICLE 3
MANAGEMENT RIGHTS**

SECTION 3.1

Except as otherwise provided specifically in this Agreement, the Foundation shall have the exclusive right, whether exercised or not, in its sole discretion: to manage its business and operations, and to promote and maintain the efficiency of its operations; to hire, promote, transfer and relocate employees; to warn, suspend, discharge or otherwise discipline employees; to layoff employees because of a reduction in work and/or the loss of business or funding, and/or for any other lawful reasons determined in the Foundation's sole discretion; to assign or re-assign work to any employees; to determine the qualifications of employees; to determine job content and to create and to revise job descriptions; to determine and assign hours of work, starting and quitting times, break period(s) and work schedules, consistent with federal and state laws; to establish, maintain, modify and abolish rules and regulations governing employee conduct as it may deem necessary and appropriate for the management of its operations, provided that such rules and regulations are not inconsistent with any specific term of this Agreement; to require

Art. 4.2

employees to observe the Foundation's rules and regulations; to introduce new methods of operation and facilities; to set, modify and add reasonable standards of performance; to evaluate the performance of individual employees; to add to, rearrange, change, extend, limit, curtail, abolish, restructure, sell, transfer, or assign all or any part of its business or operations; and to determine the number and classification of employees retained in its service at any time.

SECTION 3.2

The right to reasonably accommodate disabled persons in accordance with applicable laws, notwithstanding other provisions of this Agreement, is vested exclusively with the Foundation.

SECTION 3.3

The foregoing enumeration of management rights and functions shall not be deemed to exclude other management rights and functions not specifically listed herein, provided the exercise of such other management rights and functions does not conflict with any specific term of this Agreement.

**ARTICLE 4
PSC/FOUNDATION RELATIONSHIPS**

4.1 SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be in contravention of any Federal, State or City law or regulation or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this agreement.

4.2 LABOR-MANAGEMENT COMMITTEE MEETINGS AND SPECIAL CONSULTATIONS

The Foundation and the PSC agree to establish a labor/management committee for the purpose of discussing issues of concern to either party. The committee shall be comprised of up to three (3) representatives each from the bargaining unit, PSC and the Foundation. The committee shall meet upon the request of the PSC or the Foundation at mutually agreeable dates and times, on a quarterly basis. The parties shall exchange written agendas at least five

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(5) business days in advance of the actual meeting date, and are free to alter the composition of their respective delegations at any time before the start of the meeting.

Nothing herein shall prevent PSC from meeting with the Foundation in person or by telephone conference at times other than those set for regular labor/management meetings when both parties agree that a matter is of an urgent or emergency nature concerning terms and conditions of employment.

4.3 RELEASED TIME FOR PSC REPRESENTATIVES

Four (4) designated representatives of the PSC (each having a designated alternate) shall be granted a total of up to seven (7) hours per week as paid released time for the purpose of grievance-handling and administration of this Agreement. Requests by employees for schedule flexibility to accommodate their attendance at scheduled collective bargaining sessions shall not be unreasonably denied (unpaid released time). The PSC shall provide the Foundation with a list of its designated representatives and alternates and shall advise the Foundation of any changes to that list.

4.4 BULLETIN BOARDS

The Foundation shall provide bulletin boards of reasonable size and expense in two (2) visible locations for the exclusive use of the PSC Field Unit Chapter for the purpose of posting union notices, subject to the PSC receiving written approval from the appropriate college representative for such bulletin boards. The PSC shall provide a copy of such written approval to the Foundation. To the extent the college revokes its approval, such bulletin board(s) shall be removed.

ARTICLE 5**RIGHT TO INFORMATION ON THE BARGAINING UNIT**

The Foundation shall furnish to the PSC, on a quarterly basis (on or about January 31, April 30, July 31, October 31), the name, title, wage rate, number of hours of work per pay period, full-time or part-time status, gender, home address and phone number, grant/project name, grant/project number, initial date of hire, and current appointment dates (start and stop dates) of all employees covered by this Agreement.

*Art. 7.1***ARTICLE 6
SENIORITY**

Seniority shall mean length of continuous service with the Foundation as a full-time and/or regular part-time employee, including all authorized leaves of absence. Application of an employee's seniority is reflected in other provisions of this Agreement.

An employee terminated for cause, who is later reinstated through the parties' agreement or an arbitrator's award, shall suffer no loss in seniority unless otherwise provided in said agreement or award.

**ARTICLE 7
TIME AND LEAVE****7.1 WORK WEEK, OVERTIME PAY AND
COMPENSATORY TIME****WORK WEEK**

The regular work week for full-time employees consists of five seven-hour days, plus one hour of unpaid lunch each day, for a total of 35 working hours, calculated from 12:00 AM Monday through midnight the following Sunday. The specific work schedules for full-time, part-time A and part-time B employees are determined by the employee's Principal Investigator or Project Director.

The Principal Investigator or Project Director may excuse lateness, absence or early departure due to weather, transportation or other public emergencies. Employees who report to work and work despite such conditions shall be paid for the time they worked and may be granted compensatory time off equal to the time worked at the discretion of their Principal Investigator or Project Director.

OVERTIME PAY

FLSA non-exempt employees who are authorized to work and work more than 40 hours in a work week shall be paid one and one-half times their regular rate of pay for all hours worked in excess of 40, in quarter-hour increments.

FLSA exempt employees are not eligible for overtime pay.

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COMPENSATORY TIME

FLSA non-exempt employees who are authorized to work and work more hours than scheduled may be granted an equivalent amount of compensatory time instead of being paid for such hours. With the prior approval of their Principal Investigator or Project Director, such compensatory time must be taken within two weeks of the date on which such hours were worked.

FLSA exempt employees are not eligible for compensatory time. However, if they work on a Saturday, Sunday, Holiday or other day when their office is closed, they may, at the discretion and with the approval of their Principal Investigator or Project Director, be scheduled to take an equivalent amount of compensatory time by the end of their appointment period.

7.2 ANNUAL LEAVE

A. ANNUAL LEAVE ELIGIBILITY AND ACCRUAL RATES

Full-time employees, and non-instructional part-time A and part-time B employees, are eligible for annual leave.

Annual leave shall accrue from the first day of employment, including during all periods of paid leave. Employees may use accrued annual leave only after they have completed three months of continuous service. When an employee is transferred from one Foundation account to another without a break in service, the three-month waiting period will be waived if it has already been satisfied. No annual leave accumulates while an employee is on leave without pay, or after the last day actually worked before resignation, retirement or termination.

The following annual leave accrual rates shall apply to the employees covered by this Agreement:

<u>Years of Service</u>	<u>Full-time Employees Days per Year</u>	<u>Part-time Employees Hours per Hr. Worked</u>
0 – 3 years	15 days	0.057692
4 – 7 years	22 days	0.084615
8+ years	25 days	0.096154

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A lapse in employment of more than four (4) months constitutes a break in service for the purpose of calculating the applicable leave accrual rate.

Foundation holidays that fall during a full-time employee's annual leave will not be charged against the employee's annual leave.

If a physician's or hospital certificate supports an absence due to illness that occurs during an employee's annual leave, such days of illness may be converted to sick leave and will not be charged against the employee's annual leave.

B. USE AND SCHEDULING OF ANNUAL LEAVE

The Project Director shall meet with the employee within thirty (30) days of the employee's appointment or re-appointment start date to schedule the employee's annual leave during the appointment or re-appointment period. The use and scheduling of all annual leave must be approved in advance in writing by the employee's Project Director. The minimum unit charged against annual leave is one (1) hour, with additional annual leave charged in multiples of one-quarter (1/4) hour.

Employees must be scheduled to take all accrued annual leave before their appointment end date unless other arrangements are made for its use or payment. Where the Project Director requires that the employee work a schedule which makes use of all or part of the employee's annual leave not feasible, the Project Director shall permit the employee to carry over to the next calendar year no more than a total of thirty-five (35) days of annual leave and/or arrange for the employee to be paid for such unused annual leave where grant funds are available, and where sponsor regulations permit. All carryover or payment arrangements must be put in writing before the end of the appointment period. Any such agreed-upon payments must be made, at the latest, within thirty (30) days after the employee's break-in-service of more than one hundred twenty (120) days.

If the employee requests to use annual leave that was accrued on the same grant, but during a previous appointment period, such request shall not be unreasonably denied by the employee's PI/PD.

In consultation with the Project Director, and in his/her sole discretion, employees may be advanced annual leave. All such arrangements, including arrangements for reimbursement, if necessary, must be in writing. Requests for advances of annual leave to be

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taken during the summer or winter holiday period shall not be unreasonably denied.

Employees must be scheduled to take all accrued annual leave before their retirement date unless other arrangements are made for its payment. Where the Project Director requires that the employee work a schedule which makes use of all or part of the employee's annual leave not feasible prior to the employee's retirement date, the Project Director shall arrange for the employee to be paid for such unused annual leave where grant funds are available, and where sponsor regulations permit. Any such payment must be made within forty-five (45) days of the employee's retirement date.

Any dispute respecting the scheduling, use and/or payment of annual leave shall be immediately brought by the employee and/or by the Union to the attention of the Foundation for review and resolution by its Office of Employment Policy and Practice before the end of the employee's appointment period.

7.3 SICK LEAVE

Sick leave shall be used for an employee's own mental or physical illness, injury, or health condition; to get a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or to get preventative care. Employees may use up to 40 hours of sick leave per calendar year: (i) to care for a child, grandchild, spouse, domestic partner, parent, grandparent, child or parent of an employee's spouse or domestic partner, or sibling who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or who needs preventative medical care; (ii) in the event of the closure of a place of business due to a public health emergency (as declared by the Commissioner of New York City Health and Mental Hygiene or the Mayor of the City of New York) or to care for a child whose school or child care provider is closed due to a public health emergency. Up to a maximum of 40 hours of unused sick leave to care for a family member can be carried over to the next calendar year to care for a family member, provided that no more than a maximum of 40 hours of sick leave per calendar year is used for this purpose. Employees may use sick leave as they accrue it, without any waiting period. The minimum time unit which may be charged against sick leave is one (1) hour, and thereafter in multiples of one-quarter (1/4) hour.

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Sick leave shall accrue at the following rate:

- for full-time employees, at the rate of .078571 per hour worked to a maximum of twenty (20) days per year.
- for part-time employees, at the rate of .078571 per hour worked.

The Foundation may, at its discretion, request proof of illness, doctor visit or medical treatment if the employee is absent on sick leave for five (5) or more consecutive days, or if the Foundation reasonably believes there is a legitimate reason to request such proof.

7.4 FAMILY AND MEDICAL LEAVE ACT (FMLA) BENEFITS

Any employee who has worked for the Foundation for at least twelve (12) months, and has worked at least 1,250 hours during the previous 12-month period, is covered by the terms and conditions of the federal Family and Medical Leave Act ("FMLA"). Such employee may be eligible for up to twelve (12) weeks of unpaid FMLA leave during an FMLA designated year, which is a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

FMLA leave may be used for one or more of the following reasons: because of the birth of a son or daughter of the employee and in order to care for such son or daughter; the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or because of the employee's serious health condition which makes the employee unable to perform the functions of his/her position. Employees should contact their Human Resources Representative to make a claim for FMLA benefits.

Accrued and unused paid leave, including paid annual leave and unscheduled holidays - and sick leave when the FMLA leave results from the employee's own serious health condition - must be used concurrently with the FMLA leave. The remainder of the FMLA leave shall be unpaid leave.

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7.5 OTHER LEAVES

Covered employees are entitled to the following leaves to the same extent and under the same terms and conditions that the Foundation provides such leaves to non-unionized, non-managerial employees:

1. Paid Leave:
 - a. Death in Immediate Family/Bereavement Leave
 - b. Court Attendance under Subpoena
 - c. Health Department Quarantine
 - d. Jury Duty

2. Leave Without Pay:
 - a. Child Care Leave
 - b. Extended Temporary Disability Leave
 - c. General Leave Without Pay
 - d. Military Leave
 - e. First Responder Leave

7.6 HOLIDAYS - SCHEDULED AND UNSCHEDULED

1. Full-time employees shall receive holiday pay consistent with the terms of this Article.
2. Seventeen (17) paid holidays will be scheduled during each fiscal year, including at least four (4) unscheduled paid holidays, except where the employee's project work location, or circumstances over which the Foundation has no control, requires a different combination of scheduled and unscheduled holidays totaling seventeen (17) paid holidays. Only full-time employees shall be entitled to unscheduled holidays. The Foundation shall distribute a list of the scheduled and unscheduled holidays prior to July 1 in each year covered by this Agreement.

The scheduled holidays are: Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the day after, Christmas (2 days), New Year's (2 days), Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Presidents Day, Memorial Day.

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If any of the scheduled holidays above falls on a Saturday or Sunday, it shall be scheduled by the Foundation on an alternate date or granted as an unscheduled holiday.

3. Four (4) unscheduled holidays accrue one (1) each on the following dates: July 1, October 1, January 1 and April 1 of each fiscal year. To accrue an unscheduled holiday on any of the listed dates, the full-time employee must have been employed for three consecutive months prior to such date.
4. Full-time employees must use accrued unscheduled holidays during the fiscal year in which they were accrued, on dates approved in advance by the employee's Principal Investigator or Project Director. Accrued and unused unscheduled holidays may not be carried over from one fiscal year to the next fiscal year. Unscheduled holidays must be used in full-day increments; partial days off are not permitted.
5. If a full-time employee is on leave without pay both the day before and the day after a scheduled holiday, he or she is not entitled to receive pay for the holiday.
6. If a full-time employee is absent from work due to illness on the scheduled workday before and/or after a scheduled or unscheduled holiday, the Foundation may deny such employee pay for such holiday if documentation for illness is requested and not provided.
7. Full-time employees shall not be paid holiday pay for any holiday that occurs after the last day they actually work.
8. If a full-time employee is required by his/her Principal Investigator or Project Director to work on a scheduled holiday, such employee is entitled to both his/her regular pay for that day, and a substitute day off which may be taken at any time during employment under the Foundation project number as arranged with the Principal Investigator or Project Director.

**ARTICLE 8
SALARIES AND WAGES**

ANNUAL WAGE INCREASES

1. All employees covered by this agreement shall receive percentage wage increases or hourly wage increases, whichever are greater, on each of the following effective dates.

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<u>Effective</u>	<u>Wage Increase</u>
June 1, 2015	2.0% or \$500 (\$0.27/hr.)
June 1, 2016	2.0% or \$500 (\$0.27/hr.)
June 1, 2017	2.0% or \$500 (\$0.27/hr.)

- In the sole discretion of the PI or PD, employees may receive additional increases in excess of the wage increase provided in (1) above.

**ARTICLE 9
BENEFITS**

**9.1 HEALTH, DENTAL AND OPTICAL
INSURANCE BENEFITS**

The Foundation shall offer at least two (2) types of health insurance plans to eligible employees, both of which shall provide hospital, medical, prescription drug and vision coverage.

The health insurance plan coverage(s) currently available to eligible employees covered by this Agreement include individual; employee and spouse or domestic partner; parent and child(ren); and family. Specific plan details are set forth in the Summary Plan Description(s) provided by the Foundation.

Full time employees who are appointed for at least four (4) complete consecutive calendar months are entitled to a choice of health insurance coverage: individual; employee and spouse or domestic partner; parent and child(ren); and family; and to dental insurance if they are enrolled in the health insurance plan.

Part-time A employees who are appointed for at least four (4) complete consecutive calendar months are entitled to individual health insurance coverage, and are entitled to purchase Foundation health insurance coverage for spouses, domestic partners and dependents at Foundation group rates.

The parties to this Agreement recognize that specific terms of these health insurance plans are subject to change during the life of the Agreement. The Foundation shall provide the PSC with an opportunity to consult prior to making any such changes.

All covered employees will contribute to the cost of their health insurance plan premiums as follows: 19% effective June 1, 2014. Foundation and PSC agree there shall be no increase in the contri-

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bution percentage without prior agreement between PSC and Foundation for the duration of this Agreement.

**PROCESS FOR OBTAINING HEALTH INSURANCE
COVERAGE**

Health insurance coverage is not automatically effective upon the employee's eligibility date. In order to obtain health insurance coverage, employees who are eligible, or become eligible, for health insurance coverage must fill out and submit to the Foundation a formal application within sixty (60) days of the date on which they became eligible. Individuals who are newly-appointed (or re-appointed after a break in service) to Full-Time or Part-Time A employment status, will become eligible to participate in the Foundation's health insurance plan(s) on the first day of the second complete calendar month of employment.

A break in service shall be defined as a lapse in employment in excess of thirty (30) days, excluding approved leaves of absence.

Once an employee establishes eligibility for health insurance, if the employee is reappointed for less than four (4) months, the Foundation shall continue to provide the employee with existing health insurance benefits.

There is an annual open enrollment period during which an eligible employee may change health insurance plans. If no change is made during open enrollment, the most recent election remains in force. Health insurance coverage ends on the last day of the month following the final month of employment.

To enroll a spouse, domestic partner or dependent(s) in his/her health plan, the eligible employee must present a Statement of Dependent's Participation in Health Benefits Program Form accompanied by an original or certified document (marriage, domestic partner registration, birth, adoption or guardianship of a child) to the Foundation's Office of Human Resources.

An employee seeking to enroll a spouse, domestic partner or dependent(s) after the employee's initial enrollment in a health insurance plan may do so only during the next open enrollment period, unless a Qualifying Event occurs. A Qualifying Event is defined as an event such as marriage, domestic partner registration, divorce, loss of coverage by a spouse or domestic partner, and the birth or adoption of a child. In order to participate under the Qualifying Event Election Period, the employee must submit a Statement of

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Dependent's Participation in Health Benefits Program Form to the Foundation's Office of Client Services within 30 days from the date of the Qualifying Event, or s/he forfeits his/her right to change coverage until the next scheduled Open Enrollment Period.

WAIVER OF HEALTH INSURANCE COVERAGE

Employees who are eligible to participate in the Foundation's health insurance plans are entitled to waive their right to enroll and to participate in such plan, and may do so by submitting a signed "Waiver of Health Insurance Benefits Form," which may be obtained from the Foundation's Office of Client Services.

Full-time employees who are eligible for individual health insurance coverage shall receive \$1000 for any year for which they waive such coverage.

Full-time employees who are eligible for Parent & Child, Couple or Family health insurance coverage shall receive \$1500 for any year for which they waive such coverage.

Part-time A employees who are eligible for individual health insurance coverage shall receive \$1000 for any year in which they waive such coverage.

The foregoing amounts will be pro-rated if they are for less than the full calendar year. In order to waive a health insurance benefit, the employee must show proof of such health insurance benefit coverage elsewhere, in the manner and with the type of proof required by the waiver form.

Eligible employees who waive coverage and later choose to participate in the health insurance plan may do so only during the next scheduled open enrollment period, unless a "qualifying event" (e.g., marriage, domestic partner registration, divorce, birth or adoption of a child) occurs. Employees who enroll for health insurance coverage as a result of a "qualifying event" shall no longer be eligible for the waiver benefit for that plan year. Employees must re-apply for the waiver during each open enrollment period.

*Art. 9.2***9.2 FLEXIBLE SPENDING PLANS
(PRE-TAX BENEFITS)¹****PARKING ACCOUNT**

All employees covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$250 pre-tax dollars per month (monthly minimum \$25) towards his/her workplace or commuter expenses.

TRANSIT/COMMUTING ACCOUNT

All employees covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$130 pre-tax dollars per month (monthly minimum \$25) towards his/her transit and/or commuting expenses. This includes Metro Cards, LIRR, PATH, Metro-North Railroad, Ferries and Vanpool services.

FLEXIBLE SPENDING ACCOUNT

Each Full-time and Part-time A employee with one year of service, shall be entitled to designate for deduction and apply for reimbursement of up to \$2,550 pre-tax dollars per year to pay for his/her non-reimbursed medical and dental expenses, and for those of his/her eligible dependents (domestic partners not included). This includes co-payments, prescriptions, eyeglasses, deductibles, orthodontia and coinsurance. The minimum monthly deduction to the flexible spending account is \$25.

DEPENDENT CARE ACCOUNT

Each full-time and part-time A employee shall be entitled to designate for deduction and apply for reimbursement of up to \$5,000 pre-tax dollars per year spent for the care of his/her dependent(s). This includes Childcare, Eldercare, Preschool, Day Camp, Before/After School Programs and Nursing Care.

¹ Subject to applicable IRS regulations.

*Art. 9.3***9.3 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Full-time employees who earn up to and including \$30,000 a year shall be provided \$15,000 of coverage under the Foundation's Group Life Insurance Plan; those who earn over \$30,000 a year shall be provided \$30,000 of coverage.

9.4 LONG TERM DISABILITY

Full-time employees become eligible for long term disability insurance on the first day of the thirteenth month following one year of continuous service. After coverage is in effect, benefits begin the first day of the month following six consecutive months of a certified total disability.

9.5 RETIREMENT ANNUITY

Full-time and part-time A employees, who are appointed for at least four complete calendar months, participate in a defined contribution retirement plan administered by TIAA/CREF (the "pension plan"). Some of the key terms of the pension plan are summarized below. For all employees, participation in the pension plan is mandatory.

For employees in **TIER I** (those hired and enrolled in TIAA/CREF before July 1, 1994 with no break in service²), the Foundation contributes 11% of the first \$16,500 of the employee's earnings during the calendar year, and 14% of the employee's earnings over \$16,500. Employees are immediately and fully vested in the employer contributions.

For employees in **TIER II** (those hired on or after July 1, 1994, and before January 1, 2000, with no break in service*), there is a one-year waiting period to participate in the pension plan. The Foundation contributes 8% of the employee's earnings during the first seven years of service (as defined in the Plan), and 10% of the employee's earnings thereafter. Employees must make a mandatory employee contribution of 3% of his/her earnings (on a pre-tax basis) starting at the end of the one-year waiting period. Employees are immediately and fully vested in their employer contributions and employee contributions.

* For the purpose of determining an employee's Pension Tier level, a "break in service" is defined as a lapse in employment in excess of 4 months.

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For employees in **TIER III** (those first hired, or rehired after a break in service,* on or after January 1, 2000 and before January 1, 2009), there is a one-year waiting period to participate in the pension plan. The Foundation contributes 8% of the employee's earnings from the 2nd through the 7th year of service (as defined in the Plan), and 10% of the employee's earnings thereafter. Employees are fully vested in their employer contributions after three years of service. (The one-year waiting period counts toward this vesting requirement.) Employees must make a mandatory employee contribution of 3% of his/her earnings after completing three years of service. An employee's own contributions are immediately and fully vested.

For employees in **TIER IV** (those first hired, or rehired after a break in service,* on or after January 1, 2009), there is a one-year waiting period to participate in the pension plan. The Foundation contributes 8% of the employee's earnings from the 2nd through the 7th year of service (as defined in the Plan), and 10% of the employee's earnings thereafter. The employer contribution for each year is allocated to the plan in a lump sum as soon as practicable after the final payroll for that year. Employees are fully vested in their employer contributions after three years of service. (The one-year waiting period counts toward this vesting requirement.) No employee contributions are required.

Rehired employees who have previously vested in the Foundation's pension plan will not be required to satisfy a new vesting period.

This is not a complete summary of the Foundation's Defined Contribution Retirement Plan. Employees should refer to the official plan document for other important terms and conditions of the plan. If there is any ambiguity or inconsistency between this summary and the plan document, the terms of the plan document will govern.

* For the purpose of determining an employee's Pension Tier level, a "break in service" is defined as a lapse in employment in excess of 4 months.

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**Plan Contributions as a Percentage of Eligible Compensation
For Tier I Employees (Hired prior to July 1, 1994)**

<i>By the Foundation</i>	<i>By the Participant</i>	<i>Total</i>
11% of the first \$16,500 of Compensation	0%	11%
14% of Compensation above \$16,500	0%	14%

**Plan Contributions as a Percentage of Eligible Compensation
For Tier II Employees (Hired on or after July 1, 1994)**

<i>Years of Service</i>	<i>By the Foundation</i>	<i>By the Participant</i>	<i>Total</i>
Years 1	8%	None	8%
Years 2 through 7	8%	3%	11%
Years 8 or more	10%	3%	13%

**Plan Contributions as a Percentage of Eligible Compensation
For Tier III Employees (Hired on or after January 1, 2000)**

<i>Years of Service</i>	<i>By the Foundation</i>	<i>By the Participant</i>	<i>Total</i>
Year 1	None	None	None
Years 2 and 3	8%	None	8%
Years 4 through 7	8%	3%	11%
Years 8 or more	10%	3%	13%

**Plan Contributions as a Percentage of Eligible Compensation
For Tier IV Employees (Hired on or after January 1, 2009)**

<i>Years of Service</i>	<i>By the Foundation</i>	<i>By the Participant</i>	<i>Total</i>
Year 1	None	None	None
Years 2 through 7	8%	None	8%
Years 8 or more	10%	None	10%

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9.6 SUPPLEMENTAL RETIREMENT ANNUITY (SRA)

All employees covered by this Agreement may contribute through payroll deductions (on a pre-tax basis) to the Supplemental Retirement Annuity (SRA), which is provided through Teachers Insurance Annuity Association/College Retirement Equities Fund (“TIAA-CREF”). SRA deductions usually commence on the first of the month following receipt by the Foundation of the employee’s SRA application and salary reduction agreement forms. In no case may SRA contributions be made retroactively.

**9.7 BENEFITS UPON RETIREMENT FROM
THE FOUNDATION**

A. ELIGIBILITY

An employee who retires from the Foundation is eligible for the benefits listed in Sections B and C below if he/she:

- has reached age 55, and
- at the date of retirement has been employed as a full-time employee by the Foundation for at least 10 years without a break in service,³
- or was a part-time A employee on May 1, 1981 and has since been employed without a break in service, and
- has a combination of age and years of service which equals 70 or more.

The employee must notify the Foundation, in writing, of his/her intention to retire at least 90 days prior to the intended date of retirement.

B. CASH PAYMENT UPON FOUNDATION RETIREMENT

The Cash Payment Upon Foundation Retirement is a one-time lump-sum cash payment. The eligible employee may choose one of the following two options:

³ For the purpose of determining eligibility for such benefits, a “break in service” is defined as a lapse in Foundation employment of more than 30 days, excluding approved leaves of absence.

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1. A lump sum cash payment derived using the formula of three (3) days' pay for each twelve (12) full months of continuous service up to the last day actually worked, not to exceed a maximum payment of eighty (80) days; or,
2. One-half the employee's sick leave (temporary disability leave) balance as of the last day actually worked. The maximum payment is six (6) days' pay for each full twelve (12) months of continuous service up to the last day actually worked, not to exceed a maximum payment of eighty (80) days.

C. FOUNDATION RETIREE HEALTH INSURANCE

Upon application by the employee, the Foundation shall make available to the retired Foundation employee, and to his/her spouse, domestic partner and dependents, the same health insurance coverage the employee had at the date of his/her retirement (individual, employee and spouse or domestic partner, parent and child(ren) or family). The retiree shall contribute to the health insurance premium at a rate equal to the contribution rate paid by active employees toward their health insurance premiums. The retiree health insurance premium contribution must be paid to the Foundation in one of two ways. Retirees may annuitize a portion of their TIAA/CREF contract to cover their portion of the monthly health insurance premium payments, or they may give the Foundation written permission to debit such amounts directly from their checking account. Eligible retirees and their spouses must enroll in Medicare. Upon request and with proof of payment, the Foundation shall reimburse the retiree and their spouse for the standard monthly Medicare Part B premium payment, less an amount which equals the rate of contribution that retiree pays toward their health insurance premium.

Upon the death of the retiree, the spouse and/or qualified dependents enrolled in a Foundation health insurance program may continue coverage in that same health insurance program by electing coverage and making payments pursuant to COBRA. Following the expiration of the COBRA period, the spouse and/or qualified dependents may continue to participate in the health insurance program so long as they continue to satisfy the program's dependent eligibility criteria and make the requisite payments, and the program

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continues to be offered to retirees, spouses and eligible dependents pursuant to this Agreement.

Upon expiration of this Agreement, unless otherwise agreed between the PSC and the Foundation, the employees covered by this Agreement shall be eligible for retiree health insurance provided by the Foundation to the same extent and under the same conditions that such insurance is provide by the Foundation to its non-managerial field employees.

9.8 TUITION REIMBURSEMENT (REAP)

The Research Foundation Education Assistance Program (REAP) is a tuition reimbursement program for CUNY courses leading to an undergraduate or graduate degree from The City University of New York. In order to be eligible, an employee must be in one of the following categories of employment for one (1) continuous year (with no break in service of more than thirty (30) days), and must be employed in such eligible category on the first day of classes through the last day of scheduled examinations without a break in service:

- Full-time employee;
- Part-time A employee;
- Part-time employee with concurrent part-time appointments whose cumulative hours equal at least 20 hours per week (part-time A equivalent).

Reimbursement is available for a maximum of two (2) courses per academic year for fulltime and full-time equivalent employees, and a maximum of one (1) course per academic year for part-time A or part-time A equivalent employees. Reimbursement is for tuition (not for fees, books, etc.) and for out-of-pocket tuition costs not reimbursed from other sources, e.g., financial aid.

The dollar amount available for the Foundation-wide REAP program shall be established by the Foundation's Board of Directors and shall be communicated to the PSC in advance of the start of the academic year. At or about that same time, the Foundation shall provide the PSC with a report on the usage of REAP funds during the prior academic year.

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To receive reimbursement, the employee must provide proof that he/she has achieved either a grade of C or better in the course(s) taken, a grade of Pass in a course taken Pass/Fail (limited to one Pass/Fail course per session), or a “P” or “SP” in a non-graded doctoral dissertation course, and that he/she has maintained an average of C or better for the applicable session. An employee shall be eligible for tuition reimbursement for up to six (6) consecutive academic years, from and including the year of the first award of benefits. Non-matriculated courses, continuing education and remedial courses will not be reimbursed.

Applications will be accepted on a first-come, first-served basis, and are subject to the reimbursement procedure in the REAP Program Description. An application form and the REAP Program Description can be obtained on the Foundation’s website, and a completed application must be submitted to the Foundation’s Office of Human Resources via postal mail or fax.

Unless extended by the parties, the provisions of this Article shall not apply to academic semesters commencing after the expiration of this Agreement.

9.9 STATUTORY BENEFITS

All full-time, part-time A and part-time B employees are entitled to statutory benefits. Statutory Benefits are workers’ compensation, social security, short-term disability and unemployment insurance benefits.

**ARTICLE 10
PROBATIONARY PERIOD**

1. A newly-appointed employee’s first ninety (90) calendar days of employment (120 calendar days for regular part-time employees) shall be considered the employee’s probationary period. Employees may be terminated at any time during their probationary period at the sole discretion of the Foundation. Such termination shall not be subject to resolution under the grievance and arbitration provisions of this Agreement. The Foundation may, at its sole discretion, extend an employee’s probationary period for one additional thirty (30) calendar day period (an additional 45 calendar day period for regular part-time employees), and shall provide the PSC with notice of any such extension. Additional

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extensions may be made upon the written, mutual consent of the Foundation and the PSC.

2. An employee who has successfully completed a probationary period of employment with the Foundation in a bargaining unit position, and after a break in service of less than one hundred twenty (120) calendar days, is appointed or re-appointed:
 - a) to a bargaining unit position with the same or substantially the same duties, responsibilities and qualifications, and with the same Principal Investigator, shall not be subject to another probationary period for such position.
 - b) to a bargaining unit position with the same or substantially the same duties, responsibilities and qualifications, but with a different Principal Investigator, shall be subject to another probationary period of sixty (60) calendar days if a full-time employee (90 calendar days if a part-time employee), with no extensions;
 - c) to a bargaining unit position with different duties, responsibilities or qualifications, but with the same Principal Investigator, shall be subject to another probationary period of sixty (60) calendar days if a full-time employee (90 calendar days if a part-time employee), with no extensions;
 - d) to a bargaining unit position with different duties, responsibilities or qualifications, and with a different Principal Investigator, shall be subject to the same probationary period as in Paragraph 1 above, with no extensions.

**ARTICLE 11
ACCESS TO FILES**

Requests by employees to access and make copies of documents reflecting their performance shall not be unreasonably denied. An employee shall have the right to access such documents in the event the employee is involved in a complaint, grievance or disciplinary action where his/her performance is at issue.

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Copies of documents which notify an employee of a performance problem or disciplinary action shall be provided to the employee and shall be signed by the employee as evidence of his/her having received such document. This signing shall not be deemed to be approval by the employee of the contents of such document. If the employee refuses to sign or otherwise does not sign the copy, such copy shall bear a notation to that effect signed and dated by the supervisor. Copies of all such documents shall be sent to the PSC's Director of Contract Administration (or to his/her designee), and to the Foundation's Director of Human Resources (or to his/her designee). The employee has the right to submit written comments about any such document(s) concerning performance to the Foundation's Director of Human Resources.

The Foundation shall not release any information to individuals outside the Foundation concerning an employee without the employee's written authorization except to the extent required by law.

**ARTICLE 12
DISCIPLINE**

12.1 JUST CAUSE AND APPLICABLE PROCEDURES

The Foundation shall not take disciplinary action against any employee covered by this Agreement except for just cause. Writings which neither impose nor warn of disciplinary action shall not be considered a form of discipline.

Whenever the Foundation takes disciplinary action against an employee, it shall provide the employee with written confirmation of the disciplinary action. This requirement shall not pertain to verbal warnings unless there is written confirmation of such warnings. The Foundation shall send the PSC's Director of Contract Administration (or her/his designee), by facsimile, a copy of any disciplinary action, and in the case of suspension or termination shall do so within ten (10) calendar days of notification to the employee.

Employees shall have the right to make any disciplinary action (except verbal and written warnings) the subject of a complaint or grievance pursuant to the Complaint, Grievance and Arbitration clause of this Agreement.

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Written confirmation of verbal warnings and written warnings shall have no disciplinary effect provided there is no repetition of the conduct giving rise to the warning for six (6) months after the date of the warning, and upon the employee's request, the warning document shall be removed from the employee's file.

12.2 EFFECT OF THE LOSS OF CUNY STUDENT STATUS

Where an appointment letter makes a position contingent on the maintenance of graduate student status, suspension or loss of student status shall constitute just cause for the Foundation's suspension or termination of such employee.

12.3 EFFECT OF CUNY OR PROGRAM SPONSOR DECISIONS

The decision by CUNY or a Program Sponsor to bar a Foundation employee from the premises where the employee works shall constitute just cause for the Foundation's termination of such employee.

**ARTICLE 13
NOTICE/NOTICE PAY**

The Research Foundation shall provide to the PSC and to covered employees who are separated from employment prior to their appointment end-date other than for just cause ten (10) work days' notice before the effective date of separation or payment in lieu thereof.

**ARTICLE 14
COMPLAINTS, GRIEVANCES AND ARBITRATION**

INTENT

The Foundation and the PSC agree to make their best effort to encourage the prompt and informal resolution of complaints and grievances which may arise between the PSC, the employees covered by this Agreement, and the Foundation. They also agree that the process and procedures set forth in this article shall be the exclusive means for resolving complaints and grievances.

*Art. 14***DEFINITIONS**

A complaint is an informal claim by an employee or a group of employees covered by this Agreement, or by the PSC chapter as a whole, of improper or unfair treatment. Complaints are processed through the informal procedures set forth in the next section. A complaint that meets the definition of a grievance as set forth below may be made the subject of a grievance when informal resolution fails.

A grievance is a formal written charge by the PSC on behalf of an employee or a group of employees covered by this Agreement, or on its own behalf, that there has been a breach, misinterpretation of, improper application of, or a violation of any of the terms of this Agreement.

ACADEMIC DISPUTES AND DECISIONS

Decisions based on academic judgment involving CUNY students employed by the Foundation shall not be subject to the grievance/arbitration provisions of this Agreement.

INFORMAL PROCEDURES FOR HANDLING COMPLAINTS

A complaint may be presented by a covered employee or group of employees to a PSC representative. The complaint may then be presented by the PSC in writing to the Foundation's Director of Human Resources, or to her/his designee. The settlement, withdrawal, or other disposition of the complaint will not constitute a precedent in the settlement or disposition of similar complaints or grievances.

FORMAL PROCEDURE FOR HANDLING GRIEVANCES

A grievance may only be filed by designated PSC representatives on behalf of the PSC and/or on behalf of an employee or group of employees covered by this Agreement.

All grievances must be submitted in writing and must set forth the particular provision(s) of the Agreement which have allegedly been breached, misinterpreted, improperly applied or violated, as well as the requested remedy.

*Art. 14***STEP 1 IN THE FORMAL PROCEDURE**

A written grievance shall be submitted by the PSC to the Foundation's Director of Human Resources, or to her/his designee, no later than thirty (30) work days after the date on which the action giving rise to the grievance occurred. Any grievance not submitted within these specific time limits shall be deemed waived.

The Foundation's Director of Human Resources, or her/his designee, shall take such steps as he/she may deem necessary for the proper disposition of the grievance. This may include a meeting or conference call with the aggrieved employee(s) and a PSC representative to discuss the grievance. The disposition of the grievance shall be in writing and be made by the end of the tenth (10th) work day following the date of the submission of the grievance. A copy of the disposition shall be sent to the PSC.

STEP 2 IN THE FORMAL PROCEDURE

If the grievance has not been resolved or settled at Step 1, or if the Step 1 decision has not been issued within the time limits set forth above, the PSC may appeal the grievance to Step 2 by submitting it in writing to the Foundation's President, or to his/her designee, within fifteen (15) work days after receipt by PSC of the Step 1 decision, or the date upon which it was due. The President, or his/her designee, shall meet with a PSC representative to review and discuss the grievance within fifteen (15) work days following the date of the submission of the grievance to Step 2. The aggrieved employee(s) shall be afforded the opportunity to be present for the meeting. The President, or his/her designee, shall render a written decision with respect to the grievance, and shall deliver the decision to the PSC, within fifteen (15) work days after the conclusion of the meeting. A failure by the Foundation to timely schedule a meeting, or to render a decision at Step 2, shall result in the right of the PSC to appeal the grievance to Step 3.

STEP 3 - ARBITRATION

If the grievance has not earlier been resolved or settled as a result of the Step 1 and Step 2 procedures, or if the Step 2 decision has not been issued within the time limits set forth herein, the PSC may within fifteen (15) work days following receipt of the Step 2 decision, or the date upon which it was due, demand arbitration by serving a written demand for arbitration by Certified Mail, Return

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Receipt Requested, upon the Foundation’s President, and upon the American Arbitration Association (AAA). The arbitration shall be conducted in accordance with the laws of the State of New York and the AAA’s labor arbitration rules.

For each arbitration, the parties will take the necessary steps under the AAA rules to select a single arbitrator from the list(s) provided by the AAA. The decision of the arbitrator shall be final and binding on all parties, and each party agrees to abide by the decision or award and any judgment or order, which confirms or vacates the decision. The costs of the arbitration shall be borne equally by the PSC and by the Foundation. Expenses of witnesses shall be borne by the party which calls the witness.

The arbitrator’s power and jurisdiction to arbitrate and to decide a grievance shall be limited to controversies regarding the meaning of provisions of the Agreement, and he/she shall have no authority or jurisdiction to change, amend, modify, supplement or otherwise alter in any respect whatsoever the Agreement or any provision thereof. The arbitrator shall confine himself/herself strictly to the facts and evidence adduced at the hearing and the terms of the Agreement unless otherwise stipulated by the parties at the hearing.

Any decision not timely appealed from one step to the next shall be considered settled or resolved on the basis of the last decision and not subject to further appeal or reconsideration.

**ARTICLE 15
APPOINTMENT**

15.1 APPOINTMENT/REAPPOINTMENT INFORMATION

The Foundation shall provide each employee on or about their initial appointment date with a copy of their Personnel Action Form (PAF), which shall include the employee’s appointment start date and end date, rate of pay, hours per pay period, project number, Foundation job title and Project Director and/or Principal Investigator.

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15.2 NOTICE OF JOB VACANCIES

The Foundation shall make best efforts to post on its web site vacancy announcements for all full-time and part-time A positions in this bargaining unit.

The Foundation may also use its website to post vacancy announcements for part-time B positions in this bargaining unit.

**ARTICLE 16
TRAINING**

Where training is required by the Foundation after an employee is appointed to a position, where practicable, the Foundation shall provide such training during the employee’s regularly scheduled work hours. When training is not scheduled during the employee’s regularly scheduled work hours, the employee shall receive compensation at his/her regular hourly rate of pay, or be given an equal amount of compensatory time off, at the sole discretion of the Principal Investigator or Project Director.

**ARTICLE 17
HEALTH AND SAFETY**

If the Foundation determines, in its sole discretion, that a serious health and/or safety condition exists at a particular work location, the Foundation shall seek to have the condition corrected. The Foundation shall also decide either to move the affected employees to a different work area or to allow them to leave work. If employees are allowed to leave work, the Foundation shall either compensate the affected employees at their regular hourly rate of pay or provide an equal amount of compensatory time, as long as no employee receives compensation that exceeds what he/she was to receive for performing his/her assigned duties.

**ARTICLE 18
NO STRIKE/NO LOCKOUT**

18.1 NO STRIKE

During the term of this Agreement:

- A. The employees shall not engage or participate in, nor shall the PSC encourage, sanction, or assist in, any strike

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(including sympathy strikes), slowdown or other intentional interference with the Foundation's operations. An employee or employees found guilty of having engaged in, or engaging in any such conduct or action shall be subject to immediate discharge.

- B. The PSC agrees, on behalf of itself and its membership, that there shall be no strikes, sit-downs, slowdowns, boycotts, employee demonstrations or any other concerted action, which relates to any dispute that is covered by the grievance and arbitration provisions of this Agreement and which disrupts or interferes with operations of the employees' campus or worksite location during the term of this Agreement. An employee or employees found guilty of having engaged in, or engaging in any of the foregoing conduct or action shall be subject to discipline up to and including discharge.
- C. If any conduct or action occurs in violation of the foregoing provisions of this Agreement, the PSC agrees immediately and publicly to disavow any such conduct or action and to use all reasonable means to prevent the continuance of any such conduct or action.

18.2 NO LOCKOUT

The Foundation agrees that no lockout against any or all of its employees shall take place during the term of this Agreement.

18.3 UNAUTHORIZED ACTS

The PSC shall have no financial liability for acts of its members which are unauthorized and which the PSC cannot control. It is agreed, however, that in the event of any such unauthorized action, the PSC shall upon receiving notice thereof, immediately direct the employees to cease any such unauthorized action.

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**ARTICLE 19
DURATION OF AGREEMENT**

DURATION This Agreement shall become effective June 1, 2015 upon ratification by Foundation's Board of Directors and by the covered employees and execution by the parties, and shall expire on May 31, 2018.

NOTIFICATION Ninety days (90) prior to the expiration of this Agreement, either party hereto may give the other party notice of its desire to change the terms hereof from the expiration date until negotiations establish a new Agreement. Negotiation for changes shall thereupon commence and proceed expeditiously. The terms and conditions of this Agreement except for interim changes shall continue to be maintained and complied with by all parties until a new Agreement is executed.

NEW YORK, NEW YORK

DATED: _____

For the Research Foundation of
The City University of New York:

Richard F. Rothbard, President

For the Professional Staff Congress:

Barbara Bowen, President

APPENDIX A

RF POLICY NO. 510 – PROJECT EMPLOYEE COMPLAINTS POLICY

PURPOSE

The purpose of this policy and procedure statement is to:

1. Facilitate the orderly resolution of complaints regarding specified terms and conditions of employment.
2. Set forth the appropriate forum for the resolution of such complaints.

APPLICABILITY

This procedure applies to all project employees of the Research Foundation of The City University of New York. Neither students on stipends nor foreign nationals employed outside the U.S. by the Research Foundation are eligible to utilize this procedure. Where sponsoring agencies require different procedures for the processing of employee complaints, such procedures shall supercede those contained herein.

POLICY

The Research Foundation firmly supports the right of an employee to present a complaint when he/she believes that there has been unreasonable discipline, discharge, discrimination, harassment or unfair treatment in the course of his/her employment.

DEFINITION

A complaint is: (1) a claimed violation or misapplication of the rules, regulations or written policies of the Research Foundation related to specified terms and conditions of employment, including but not limited to, a claim related to salary, leave or fringe benefits; or (2) a claim of unfair or improper treatment including, but not lim-

ited to, discharge or discipline relating to misconduct or neglect of duty, job-related discrimination or harassment based on race, color, religion, gender, sexual orientation, national origin, age disability, marital status, amnesty, or status as a Vietnam-era or special disabled veteran.

PROCEDURE

1. Prior to filing a formal complaint, a project employee and the project director should meet to discuss the problem and attempt to effect an acceptable solution. A representative of the college designated by the President may be in attendance at the meeting. A representative of the Research Foundation designated by the Foundation’s President may be in attendance at the meeting.
2. If the problem cannot be resolved informally, the employee must present a complaint in writing in brief narrative form to his/her project director within 20 working days of the action upon which the complaint is based. The employee shall send a copy of the complaint to the Research Foundation’s Director of Employment Policy and Practice.
3. Once the Director of Human Resources is made aware of a complaint, the Research Foundation is committed to commence immediately a thorough investigation of the allegations of the complaint.⁴ The complaint will be kept confidential to the maximum extent possible. Upon completion of the investigation, the Director of Human Resources shall issue a written decision regarding the complaint and investigation. If the Research Foundation determines that an employee is guilty of discrimination or harassing behavior, appropriate disciplinary action will be taken against the offending employee. Copies of the decision shall be forwarded to the project director, the project employee, and the Chief Operating Officer of the Research Foundation.

⁴ In the event the complaint also involves an employee of the City University of New York, the Foundation’s Director of Human Resources shall forward a copy of the complaint to the designated representative of the University and an investigation will be jointly conducted.

Appendix A

4. Within 10 working days of the receipt of the decision, either the employee or the project director may request review of the decision by the Foundation's Chief Operating Officer. The request for the review must be in writing.
5. The Chief Operating Officer shall determine whether there is a basis for review and shall also determine the necessity of meeting with all concerned parties either jointly or separately to resolve the issue or issues. Thereafter, after consultation with the President of the College, when applicable, or his/her designee, the Chief Operating Officer shall issue a decision to the employee, with copies to the project director and the Director of Human Resources.

RETALIATION

The Research Foundation prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in the complaint investigation.

IMPLEMENTATION

These procedures are effective immediately.

RF Policy No. 525

RF POLICY NO. 525 – SEXUAL HARASSMENT POLICY

PURPOSE

The purpose of this policy statement is to:

1. Establish a written policy that prohibits sexual harassment.
2. Set forth the appropriate process for the resolution of such complaints.

APPLICABILITY

This procedure shall apply to all applicants, employees and program participants of The Research Foundation of The City University of New York ("the Foundation") and prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the Foundation (e. g., an outside vendor, consultant, or customer) or any other persons conducting business with the Foundation.

Where sponsoring agencies require different procedures for the processing of complaints, such procedures shall supersede those outlined herein.

OVERVIEW

The Foundation is committed to a working environment free of unlawful harassment, intimidation, or exploitation, (either physical or verbal). The Foundation maintains a policy of zero tolerance with respect to any act which constitutes harassment for any reason, by any person, employee or supervisor. It is the intention of the Foundation to take whatever action may be needed to prevent and correct behavior that violates this policy. All complaints will be thoroughly investigated and corrective action will be taken against persons who have violated this policy, up to and including immediate dismissal where appropriate.

RF Policy No. 525

DEFINITIONS

A. Sexual Harassment

The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or program participation,
2. submission to or rejection of such conduct by an individual is used as the basis for employment or program participation decisions affecting such individuals, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

B. Examples of Sexual Harassment

Within the context of the above definition, examples of verbal or physical conduct which may constitute sexual harassment include, but are not limited to:

1. unwanted sexual advances, whether or not they involve physical touching
2. requests for sexual favors in exchange for actual or promised job benefits, such as favorable reviews, salary increases, promotions, increased benefits, or continued employment
3. verbal comments of a sexual nature whether in the form of jokes, innuendoes, slurs or other statements
4. remarks of a sexual nature about a person's clothing or body
5. displaying sexually suggestive objects, pictures, magazines or cartoons
6. remarks speculating about sexual orientation, activity or previous sexual experience
7. dissemination of sexually explicit voice mail, e-mail, graphics, downloaded material or websites
8. verbal harassment or abuse of a sexual nature
9. non-verbal behavior of a sexual nature, such as gesturing, leering or staring

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10. unnecessary or unwanted touching hugging or brushing against a person's body
11. Failure to provide equal consideration, acknowledgement or access to professional opportunities

SUPERVISORY RESPONSIBILITY

A supervisor, manager and/or project director or principal investigator who has knowledge of or becomes aware of an incident of sexual harassment must take reasonable steps to correct the problem and is obligated to report the incident, as well as a description of the steps taken to resolve the incident, to the Department of Employment Policy and Practice. Failure to address and/or to report the situation may result in disciplinary action of the supervisor up to and including termination.

PROCEDURE

A project employee ("field employee") of The Research Foundation who has a complaint against an employee of the University may take the complaint to the University's Sexual Harassment Coordinator, Deputy Coordinator or any member of the College's Sexual Harassment Awareness and Intake Committee but must also report the complaint to the Office of Employment Policy and Practice. It is the intent of both the RF and the University to work cooperatively to resolve the incident.

An employee may elect to pursue their complaint informally or formally.

i. Informal Complaint Resolution

Should the employee wish to pursue the complaint informally, the employee may ask his or her manager, project director, principal investigator or a member of the Human Resources Department to help mediate an acceptable settlement of the complaint. A written report of the incident and the remedial action taken must be filed with the Director of Human Resources. Remedial steps, consistent with the level of harmful conduct, up to and including immediate dismissal, will be taken to correct and/or prevent any future harassment.

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Confidentiality will be respected to the maximum extent possible.

If the complainant is satisfied with the proposed resolution, the incident will be considered closed. If the complainant is not satisfied, s/he should file a formal complaint.

ii. Formal Complaint Procedures

1. If the complaint cannot be resolved informally, the employee must present the complaint, preferably in writing in brief narrative form, to the Research Foundation's Director of Human Resources. This should take place as promptly as possible after the action on which the complaint is based. The complaint should include a description of the incident, the names of possible witnesses and the nature and description of possible evidence.
2. The complaint will be shared with the respondent who will be allowed to view the complaint, if it is in writing, or will have the complaint fully explained to them by the person conducting the investigation.
3. Once the Director of Human Resources is made aware of the complaint, the Director or his or her designee will conduct a thorough investigation of the allegations made. In the event the complaint also involves an employee of the City University of New York, the Foundation's Director of Human Resources shall forward a copy of the complaint to the designated representative of the University and will work with the University's staff to resolve the complaint. The complaint will be kept confidential to the maximum extent possible. The investigation will be concluded within 60 business days of the written complaint except when circumstances warrant an extension of the investigation period. Should the President of the Research Foundation deem it necessary, s/he can take whatever action is appropriate to protect the Foundation and its employees.
4. Upon completion of the investigation, the Director of Human Resources shall issue a written decision regarding the complaint. The complainant and the respondent will receive a copy of the decision. If the investigation determines that the claim has merit, remedial steps, consistent with the level of harmful conduct, up to and including

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immediate dismissal, will be taken to address the conduct and/or prevent its future occurrence. Copies of the decision shall be forwarded to the President of the Research Foundation.

5. Within 10 working days of the receipt of the decision, the complainant, the respondent, the Principal Investigator or the Project Director may request a review of the decision by the Foundation's President. The request for review must be in writing.
6. The President shall determine whether there is a basis for review and shall also determine the necessity of meeting with all concerned parties either jointly or separately to resolve the issue or issues. Thereafter, the President shall issue a decision within 45 business days of receiving the request for review. In cases where a CUNY employee was the complainant or the respondent, the President will consult with his or her appropriate counterpart at the College (or other location) before issuing a decision.

RECORD KEEPING

Records regarding complaints of sexual harassment shall be maintained in a secure location separate from other personnel records.

RETALIATION

Retaliation against an individual who makes a bona fide complaint of sexual harassment, cooperates in the investigation of the complaint, or provides information relevant to such complaint is strictly prohibited and will be treated as a serious violation of this policy. Knowingly filing a false complaint under this policy is also strictly prohibited. The failure to substantiate a harassment complaint, however, is not in and of itself sufficient to demonstrate that a complaint was false.

IMPLEMENTATION

This policy is effective immediately.

Side Letter A

SIDE LETTER A

RFCUNY
230 West 41st Street, 7th Floor
New York, NY 10036

Date:

Barbara Bowen
President
PSC/CUNY
61 Broadway, 15th Floor
New York, NY 10006

Re: Annual Leave

Dear Prof. Bowen:

The Foundation intends to implement a “lockbox” system which will segregate monies from each sponsored program to cover the annual leave accrued by the employees working on such programs, effective January 1, 2013 (“the lockbox effective date”). Prior to the implementation of such a “lockbox” system, the Foundation shall consult with the Union concerning the procedural details of the “lockbox” system. Upon implementation, the Foundation shall:

1. Quantify the amount of accrued but unused annual leave for each active Foundation employee as of the lockbox effective date by multiplying the number of hours of such annual leave by the employee’s hourly rate as of that date. Information as to the amount of such Quantified Annual Leave, listed by number of hours and dollar value, shall be made available to the Union and to the employee.
2. Quantified Annual Leave may not be carried over; however, upon the employee’s written request, and at the sole discretion of the employee’s PI/PD, it may be used by the employee during his/her current appointment period. If the employee requests to use annual leave that was accrued on the same grant, but during a previous appointment period, such request shall not be unreasonably denied by the employee’s PI/PD. Regardless of when it is used after the lockbox effective date,

Side Letter A

- the Quantified Annual Leave shall have the monetary value set as of the lockbox effective date.
3. Upon a break in service of an employee’s Foundation employment which lasts for a period of more than 120 days, the employee will be paid the monetary value of the balance of his/her Quantified Annual Leave as of the lockbox effective date.

Sincerely,

Richard F. Rothbard
President

Agreed: _____
Professional Staff Congress/CUNY Date

Side Letter B

SIDE LETTER B

RFCUNY
230 West 41st Street, 7th Floor
New York, NY 10036

Date:

Barbara Bowen
President
PSC/CUNY
61 Broadway, 15th Floor
New York, NY 10006

Re: Instructors

Dear Prof. Bowen:

Instructional staff covered by this Agreement who return to an instructional position less than 120 days after their prior appointment to an instructional position ended:

1. shall not be subject to Section 2(b) of the contract's Probationary Period clause (Article 10);
2. shall not have to satisfy a new waiting period in order to become eligible to participate in the Foundation's health insurance program (Article 9.1);
3. shall not suffer a reduction in annual leave accrual for purposes of the contract's Annual Leave accrual clause (Article 7.2).

Sincerely,

Richard F. Rothbard
President

Agreed: _____
Professional Staff Congress/CUNY Date

