

AGREEMENT

between

THE RESEARCH FOUNDATION

OF

THE CITY UNIVERSITY OF NEW YORK

and

THE PROFESSIONAL STAFF CONGRESS

January 1, 2009 - December 31, 2012



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Article 1
RECOGNITION AND COVERAGE

1.1 RECOGNITION OF THE PROFESSIONAL STAFF CONGRESS

The Research Foundation of The City University of New York (hereafter called “Foundation”) recognizes the Professional Staff Congress (hereafter called “PSC”) for the effective term of this Agreement as the exclusive collective bargaining representative with respect to all terms and conditions of employment as stated in this Agreement for Foundation central office employees included in the bargaining unit defined in §1.2 below.

1.2 DEFINITION OF THE BARGAINING UNIT

Membership in the bargaining unit covered by this Agreement is determined by position title. The bargaining unit Agreement consists of permanent full-time central office employees and occupants of new titles created during the term of this Agreement and agreed upon as covered, excluding: 1) all executive and managerial staff members; 2) all central office staff paid from contracts, grants, or project funds; and 3) all part-time and temporary employees.

1.3 LIST OF TITLES COVERED BY THE AGREEMENT

All permanent full-time employees with titles in the following list are covered by this Agreement:

- Accounting Clerk
- Administrative Assistant
- Application Developer/Analyst
- Applications/Reports Developer
- Assistant Cashier
- Assistant Client Services Representative
- Assistant Project Administrator
- Assistant PSC-CUNY Program Administrator
- Assistant to the Manager of Operations
- Assistant Web Master and Developer
- Business Systems Analyst
- CS Campus Coordinator, Benefits
- CS Campus Coordinator, General
- CS Campus Coordinator, Payroll
- CS Campus Coordinator, Personnel

Cashier
Client Services Clerk
Client Services PAF Clerk
Client Services Payroll Clerk
Contract Specialist
Cost Accountant
Customer Service Representative
Desktop/Telecommunications Specialist
Field Services Representative
Field Services Representative – Grants Plus
Internet Developer
Junior Staff Accountant
Office Services Assistant
OTPS Administrator
OTPS Clerk
Project Administrator
Property Assistant
PSC-CUNY Program Administrator
Receptionist
Release Time and Summer Salary Coordinator
Senior Administrative Assistant
Senior Business Systems Analyst
Senior Desktop/Telecommunications Specialist
Senior Office Services Assistant
Senior OTPS Administrator
Senior OTPS Clerk
Senior Staff Accountant
Senior Technical Support Developer
Software Developer
Staff Accountant
Systems Administrator B
Systems Administrator – Information Technology
Technical Support Developer
Web Master and Developer
Web UI Designer/Developer

1.4 LIST OF EXCLUDED TITLES

Full-time permanent Foundation staff with the following titles are excluded from PSC representation by this Agreement. If titles of

persons in excluded positions change during the term of this Agreement, the individuals shall continue to be excluded.

Administrator

Assistant Comptroller for Related Entities

Assistant Director of Client Services

Assistant Director of Employment Policy and Practice-Human Resources

Assistant Director of Employment Policy and Practice-Labor and Employment Relations

Assistant Director of Finance

Assistant Director of Grants & Contracts

Assistant Director of Systems and Information Services

Assistant to Director of Employment Policy & Practice

Assistant Director of Information Technology

Assistant Director, Software Applications and Web Development

Associate Counsel

Associate Director of Finance

Associate Internal Auditor

Chief Counsel

Chief Financial Officer

Chief Information Officer

Chief Operating Officer

Client Services Payroll Manager

Client Services Representative

Compliance Manager

Contract Manager

Corporate Payroll Administrator

Deputy Controller, Finance

Director of Building Operations and Management

Director of Business Development

Director of Client Services

Director of Communications and Special Events

Director of Employment Policy & Practice

Director of Finance

Director of Grants and Contracts

Executive Assistant

Executive Secretary

Financial Analyst

Human Resources Administrator

Human Resources Benefits Specialist

Human Resources Compliance Specialist
Human Resources Document Imaging Clerk
Human Resources Specialist's Assistant
HRIS Administrator
Internal Auditor
Labor and Employment Relations Specialist
Manager, Business Development
Manager, Business Systems Analyst
Manager, Business Systems Analysis, Custom Applications/
Quality Assurance
Manager, Compliance/Payables
Manager, Corporate and Project Insurance
Manager of General Accounting
Manager, Human Resources
Manager of Operations
Manager, Procurement and Payables
Manager, Software Applications/Analysis
Paralegal Associate
President
Recruitment/Affirmative Action Specialist
Senior Associate Counsel
Senior Client Services Representative

1.5 CHANGE OF TITLE

An employee in a title covered by this Agreement promoted to a title excluded from this Agreement will no longer be covered upon the effective date of promotion. No other change of title affects coverage.

1.6 CREATION OF NEW TITLES

If a new title is created during the term of this Agreement, Foundation and PSC shall negotiate the question of whether that title is to be covered by this Agreement.

1.7 MEMBERSHIP AND DUES

Employees covered by this Agreement shall, as a condition of employment, join and pay dues to the Professional Staff Congress as provided in Article 5 below, or pay the equivalent to PSC as an agency shop fee.

1.8 JOB DESCRIPTIONS

To establish qualifications for a title and as a basis for evaluation of employee performance it is essential that every title be clearly described in writing. For each title listed above Foundation will maintain in its files a functional description of the duties and responsibilities pertaining to that title and will provide to each employee occupying a title the associated job description and to PSC all job descriptions for covered titles. Job descriptions for new titles or revised titles will be provided to PSC as they are created or changed.

1.9 USES OF JOB DESCRIPTIONS

Job descriptions will form the basis for evaluation of employees and for the advertisements for vacancies at Foundation, but the job description will be construed as a general description of duties and responsibilities and not as a complete or detailed description.

Article 2 NON-DISCRIMINATION

2.1 PLEDGE NOT TO DISCRIMINATE

Neither Foundation nor PSC will discriminate in hiring, representation in collective bargaining, or in any terms and conditions of employment on the basis of age, gender, race, ethnic or national origin, handicap or disability, religious or political belief or affiliation, sexual orientation or affectional preference, status as a veteran of the United States Armed Forces, or membership in and lawful activity on behalf of PSC.

2.2 PLEDGE OF COMPLIANCE

Foundation and PSC shall comply with all applicable provisions of federal, state, and municipal laws and ordinances with regard to discrimination.

2.3 FREEDOM TO ENGAGE IN UNION ACTIVITIES

Neither Foundation nor PSC will interfere with, restrain, or coerce employees covered by this Agreement because of membership in, non-membership in, or lawful activity on behalf of the Union.

Article 3

RESERVATION OF RIGHTS TO MANAGEMENT

3.1 GENERAL RESERVATIONS

All management rights and functions except those expressly abridged by this Agreement shall remain solely and exclusively vested in Foundation. Foundation through its designated officers and agents retains full and exclusive control of all operations, methods, processes, means, and personnel by which any and all work is performed, and the size and composition of its work force.

3.2 MANAGEMENT AUTHORITY

This Agreement shall not be deemed to impair or limit the authority of Foundation, its Board of Directors, executive employees and officers in any respect except as expressly agreed to herein.

3.3 SPECIFICALLY RESERVED RIGHTS

Management, in accord with specific provisions of this Agreement, has the right 1) to select, hire, promote, and to discipline or terminate employees for just cause; 2) to create and modify job descriptions; 3) to schedule and assign work as necessary; 4) to schedule work hours; and 5) to reorganize units of Foundation, except as limited by this Agreement.

Article 4

**RESEARCH FOUNDATION - PROFESSIONAL STAFF
CONGRESS RELATIONSHIPS WHEREVER PSC IS
REFERRED TO IN THIS AGREEMENT, IT SHALL MEAN
THE PRESIDENT OF THE PSC OR HIS/HER DESIGNEE
DETERMINED BY THE PSC**

4.1 PRECEDENCE OF THIS AGREEMENT

In the case of inconsistency or conflict between the current or future bylaws and/or policies of Foundation and a specific provision of this Agreement, the specific provisions of this Agreement shall apply except for the policies and changes mandated by law or by government regulation.

4.2 SAVINGS CLAUSE

In the event any provision of this Agreement is found to be invalid, such invalidity shall not necessarily impair the validity and enforcement of any other provisions of this Agreement.

4.3 NO ORAL AGREEMENTS

The entire Agreement between the parties consists only of the terms herein stated. Prior Agreements and understandings, bylaws, policies, practices or resolutions of Foundation currently in effect, or hereafter adopted, supplemented or amended, shall apply to covered staff only as subordinate to terms of this Agreement.

4.4 NOTIFICATION OF BOARD MEETINGS

Foundation will advise PSC of the dates of Board of Directors meetings at the same time Directors are notified. Foundation will furnish to PSC the agenda (other than material restricted to Board members) and minutes of Board of Directors meetings at the same time this information is sent to Board members. In addition, Foundation will advise PSC in writing of any agenda item affecting labor-management relations in the central office of Foundation.

4.5 RIGHT TO BE HEARD AT BOARD MEETINGS

PSC may request a hearing at any regularly scheduled meeting of the Board of Directors of Foundation. The President of Foundation, who acts on such requests, must receive the request in writing at least thirty (30) working days prior to the meeting and be provided in writing at the same time with the subject matter to be brought forward, with reasonable specificity for inclusion in the agenda and written materials for the meeting.

4.6 REGULAR CONSULTING WITH PSC

The President of Foundation and/or his/her designee(s) shall meet with representatives of PSC and a reasonable number of employee representatives on a quarterly basis to consult on the terms and conditions of employment of staff members covered by this Agreement and matters related to the implementation of this Agreement.

4.7 SPECIAL CONSULTATIONS

Nothing contained herein shall prevent PSC from consulting with said President and/or his/her designee(s) at times other than those set for regular consultation, if matters within the area of collective bargaining of an urgent or emergency nature arise. A written agenda for such meeting shall be submitted to the President and/or his/her designee not less than three working days before the scheduled date of the meeting.

4.8 CONSULTATION ON POLICY CHANGES

Foundation shall consult with PSC on matters involving proposed changes of policy which affect covered employees.

4.9 PERMISSION TO MEET IN FOUNDATION FACILITIES

Upon request to the President or his/her designee and depending upon availability, PSC shall be permitted to meet with the covered employees of Foundation in space designated by Foundation during the employees' customary lunch hour provided there is adequate office coverage, or after working hours if there is no additional rental cost to Foundation. All requests for such use must be made in writing by an authorized representative of PSC at least three (3) working days prior to the requested date of the meeting.

4.10 PERMISSION TO DISTRIBUTE COMMUNICATIONS

PSC shall be permitted to distribute its communications to members of the bargaining unit through the mailroom facilities of the Foundation.

4.11 BULLETIN BOARD FOR PSC USE

Foundation will provide three bulletin boards of reasonable size for the exclusive use of PSC for the purpose of posting PSC notices, i.e., material pertaining to the current business of PSC including official stated positions of PSC or Foundation Chapter of PSC. One such bulletin board shall be located in each of the following locations at the Foundation's West 41st Street offices: (1) 6th Floor pantry; (2) 7th Floor pantry; (3) 7th Floor lunch room.

4.12 RELEASED TIME FOR PSC REPRESENTATIVES

One or two designated representatives of PSC, each having a designated alternate, shall be granted a total of up to seven hours per week as released time for the sole purpose of handling grievances and matters necessary to the implementation of this Agreement. These designated representative(s) must be made known to Foundation thirty (30) days after execution of this Agreement and at the beginning of each fiscal year (July 1st) during the term of this Agreement.

During the times that this Agreement is being renegotiated PSC shall be granted up to four designated representatives as required for the purpose of participating in collective bargaining negotiations. The designated representative(s) shall be made known to Foundation prior to the renegotiations of the Agreement.

Article 5 DEDUCTION OF DUES

5.1 PAYROLL DEDUCTION OF DUES

Foundation agrees to payroll deduction of PSC dues subject to the following conditions:

(a) PSC shall provide written authorization in a form approved by Foundation and PSC, signed by each covered employee.

(b) With respect to: (1) covered employees who are members of PSC when this Agreement becomes effective, (2) existing covered employees who are not members of PSC upon the effective date of this Agreement but subsequently become members of PSC, and (3) subsequently hired employees who thereafter become members of PSC, deduction of dues shall commence with the first paycheck for a complete pay period to be received by such employees after completion of the employee's probationary period and receipt by Foundation of the appropriate authorization.

(c) In no case shall Foundation 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.

(d) Remission of dues to PSC will be made on a quarterly basis (January, April, July and October) by the last day of such month for the previous quarter.

5.2 DEDUCTION OF AGENCY FEES

Fees shall be deducted from the salary of an employee in a covered position commencing with the first paycheck for a complete pay period to be received by such employee following expiration of his/her probationary period and receipt by Foundation of written advice from such employee that he/she elects not to become a member of PSC. Remission of such fees shall be made on a quarterly basis as provided above. Similarly with respect to current covered employees, remission of such fees shall be made at the time provided above. In no event, however, shall Foundation be required to make deductions or remissions of fees earlier than the first scheduled deduction/remission of union dues/agency fees.

5.3 SCHEDULING OF DUES AND FEES

Membership dues and agency fees for covered employees shall be set by PSC. However, in no event shall fees exceed dues which would be paid by such employees as members of PSC.

Article 6 INFORMATION AND DATA

6.1 INFORMATION ON COVERED EMPLOYEES

The President or his/her designee shall make available to PSC, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the unit and in possession of Foundation necessary for the implementation of this Agreement as related to grievances. Names, titles, salary grades, salaries and dates of employment of covered employees shall be furnished to PSC on a monthly basis with the dues/fees deduction information. The budget of Foundation shall be furnished each year following approval by the Board of Directors.

6.2 INFORMATION ON TEMPORARY EMPLOYEES

Foundation agrees to furnish PSC the name, title, department, salary grade, salary, and term of appointment of each full-time temporary employee in a covered position at the time of such employment.

6.3 FOUNDATION POLICY PROCEDURE STATEMENTS AND GUIDELINES

Foundation shall provide to PSC a copy of each extant Foundation policy and procedure statement and guideline, approved by Foundation Board of Directors, applicable to covered employees whether or not such document is specifically referenced in this Agreement. Foundation shall provide PSC upon request with a copy of any such document that is revised or newly issued at the time the approved document is promulgated.

Article 7 SENIORITY

7.1 DEFINITION

Seniority shall mean length of continuous service with Foundation central office as a permanent, full-time employee, including all authorized leaves of absence. Seniority shall accumulate regardless of title.

7.2 BREAK IN SERVICE

A break in service occurs only when Foundation employment is terminated and subsequently resumed. After a break in service seniority starts anew and all previous service credit is lost. However, an employee terminated for cause and later reinstated will retain the seniority he/she would have had if termination had not occurred.

7.3 SENIORITY IN JOB ELIMINATION AND TRANSFER

When a position is eliminated and the employee is terminated or transferred to another title, bargaining unit seniority within job title in the same department shall determine the order of termination or transfer.

**Article 8
TIME AND LEAVE**

8.1 FOUNDATION TIME AND LEAVE POLICY

Except as otherwise specified in this Agreement, the provisions of Foundation Policy No. 506-E, effective August 19, 2008, titled "Time and Leave Benefits for all Research Foundation Employees," apply to covered employees.

8.2 WORKWEEK AND WORK SCHEDULES

Management shall schedule work according to the following rules:

REGULAR WORKWEEK DEFINED

a) The regular workweek shall consist of thirty-five (35) hours over the five (5) consecutive weekdays, Monday to Friday.

BEGINNING AND END DEFINED

b) For scheduling purposes and calculation of overtime the workweek begins at 12 AM Monday and extends to 11:59 PM the following Sunday.

WORKDAY FRAME

c) The regular workday will fall between the hours of 8:00 a.m. and 6:30 p.m.

WORKDAY EXTENT

d) The regular workday will span at least eight (8) consecutive hours (including a one hour lunch break) but no more than nine and one half hours (including a 45 minute lunch break).

8.3 ACCRUAL OF ANNUAL LEAVE

Employees shall not be eligible to take annual leave during the first six (6) months of employment.

Annual leave shall be accrued at specified rates according to the following table:

Category	Biweekly Accrual Rate	Total Annual Accrual
Covered employees with less than three (3) years service	4.00 hours	104.0 hours

Covered employees with three (3) years service but less than six (6) years	5.25 hours	136.5 hours
Covered employees with six (6) years service but less than eight (8) years	6.00 hours	156.0 hours
Covered employees with eight (8) years service or more	6.50 hours	169.0 hours

No annual leave shall accrue while an employee is on suspension, leave without pay or after the last day actually worked in cases of resignation, retirement, or involuntary termination.

8.4 CARRYOVER, SCHEDULING, AND CHARGING OF ANNUAL LEAVE

a) Carryover. No more than two hundred and forty-five (245) hours of annual leave accrued during the term of this Agreement shall be carried over from one calendar year to the next.

b) Scheduling. Annual leave shall be scheduled by each Foundation department in accord with the requirements of Foundation operations and the personal desires of employees. Scheduling conflicts within a department will be resolved by seniority for employees with the same title. Foundation will make every effort to accommodate employee leave requests and will deny or modify requests, especially during the summer, only to meet requirements of Foundation operations.

If a request for annual leave is denied by the immediate supervisor and no alternative time is offered, or if the request has not been acted upon within ten (10) working days after its submission, the employee may submit a written request to the Manager of the Department who will, in writing, within fifteen (15) working days of receipt of the employee's request, approve the annual leave or provide an alternative plan for use of annual leave.

c) Charges. Charges against annual leave balances shall be in quarter-hour fractions with a minimum charge of one-quarter hour.

d) An employee who is late to work fifteen (15) minutes or less shall have his/her annual leave balance charged one-quarter hour; an employee who is late to work more than fifteen (15) minutes shall have his/her annual leave balance charged to the nearest quarter-hour increment.

8.5 SICK LEAVE USAGE

Sick leave shall be used only for the employee's personal illness, medical diagnosis or treatment, disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery, etc. It is not to be used for the illness or care of another family member.

8.6 ACCRUAL OF SICK LEAVE

Sick leave shall accrue to covered employees at the rate of 5.5 hours per biweekly pay period for a total of one hundred and forty-three (143) hours annually. The number of sick leave hours which may be accumulated is unlimited. No sick leave shall accrue while an employee is on suspension, leave without pay, or after the last day actually worked in cases of resignation, retirement or involuntary termination.

8.7 CHARGING SICK LEAVE

Charges against sick leave balances shall be in quarter-hour fractions with a minimum charge of one (1) hour.

8.8 DOCUMENTATION OF ILLNESS

After five (5) occurrences of sick leave within a calendar year, an employee may be required to provide documentation of illness from a health practitioner. An occurrence is defined as any non-consecutive period of work hour(s) charged to sick leave. Covered employees shall be notified on a timely basis of the number of undocumented occurrences used in a calendar year.

Upon return from an illness of at least five (5) working days, covered employees will, upon request of Foundation, file Form DB-450, "Notice and Proof of Claim for Disability Benefits."

All other sick leave taken requires evidence that services were rendered during the period of absence by a health practitioner

licensed to diagnose and treat illness or disability in the state in which he/she practices. Any employee who submits medical documentation indicating an anticipated schedule of treatment shall be deemed to have documented the sick leave subsequently taken in this connection. Documentation to the extent specified above shall be provided by the employee to the Director of Employment Policy & Practice of the Foundation.

Covered employees who are absent because of illness or injury for more than ten (10) consecutive working days must provide medical documentation from a health care professional which clears them to report to work. Such certification may be required for absences of less than ten (10) working days if the illness would pose a serious health threat to others.

8.9 CASHABILITY OF UNUSED SICK LEAVE

Half of sick leave accrual is considered a reserve for long-term illness. Of the other half, the unused portion may be accumulated or exchanged for cash at the end of each calendar year of this Agreement. To be eligible for such payment, an employee must have no more than five undocumented sick leave occurrences in the calendar year. At the end of each calendar year of this Agreement, at his/her option, the employee will receive payment in cash as follows:

Sick Leave hours taken	Hours to be paid
57-63	3 ½
50-56	7
43-49	10 ½
36-42	14
29-35	17 ½
22-28	21
15-21	24 ½
8-14	28
1-7	31 ½
0	35

8.10 EXTENDED LEAVE CONDITIONS AND PROVISIONS

Extended medical leave will be granted to a covered employee with at least one full year of service subject to the following provisions:

EXHAUSTING ACCRUALS FIRST

(a) The employee must first exhaust accrued sick and annual leave. If the need for leave continues beyond the coverage of sick and annual leave accruals, then Extended Temporary Disability Leave without pay will be granted by Foundation for a period of up to three months following the end of the accrual period.

NO ACCRUAL AVAILABLE

(b) For an employee with no sick and/or annual leave accruals, Foundation will grant Extended Temporary Disability Leave without pay for a period of up to three months from the first day of illness depending on the length of the illness.

CONTINUATION OF HEALTH INSURANCE

(c) Foundation will continue group health insurance coverages during all such leaves as described in (a) and (b) above.

CONTINUATION BEYOND LEAVE PERIOD

(d) In the event the illness continues beyond the approved leave period, Foundation will continue health insurance coverage to the extent of one additional month of coverage during disability for each two full years of service.

POSITION RETENTION

(e) During the extended period described in (d) above, Foundation may at its discretion provide for the retention of the employee's position. Upon availability for return to work, such employee will be considered for available positions for which the employee is qualified.

8.11 MILITARY LEAVE

In any calendar year, military leave shall be granted where required on the basis of two (2) weeks with full pay with the remainder on annual leave, to the extent available, or leave without pay.

8.12 FOUNDATION HOLIDAYS

Employees shall receive seventeen (17) paid holidays during each fiscal year, including five (5) unscheduled paid holidays. Management shall distribute a list of the scheduled holidays prior to

1 July of each year covered by this Agreement. Employees may use unscheduled holidays at any time during the year subject to advance approval, but unscheduled holidays must be used in the year earned.

If an employee is absent on the scheduled workday before and/or the scheduled workday after a holiday, the Foundation may deny pay for such a holiday if documentation of illness is requested and not furnished.

8.13 LIST OF SCHEDULED HOLIDAYS

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

8.14 ACCRUAL OF UNSCHEDULED HOLIDAYS

Unscheduled holidays accrue at the rate of seven (7) hours per unscheduled holiday and the minimum charge for an unscheduled holiday is seven (7) hours. Unscheduled holidays are earned according to the following schedule:

ACCRUAL DATE	CONDITION
January 1	Three (3) months prior service
February 12	Three (3) months prior service
April 1	Three (3) months prior service
July 1	Three (3) months prior service
October 1	Three (3) months prior service

Supervisors shall not disapprove the use of Veteran's Day or Election Day as an unscheduled holiday, subject to coverage needs.

8.15 BEREAVEMENT LEAVE

All permanent full-time employees after thirty (30) days of employment will be granted a paid leave of absence of four (4) days in the event of the death of the employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent or domestic partner. Employees with less than thirty (30) days of employment will not be unreasonably denied an unpaid leave of absence for up to four (4) days in the event of the death of the employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent or domestic partner.

Definition of Domestic Partnership: A domestic partnership is defined as two people, both of whom are eighteen years of age or older, neither of whom is married to anyone or related by blood in a manner that would bar their marriage in New York State, who have a close and committed personal relationship, who have registered as domestic partners and have not terminated the domestic partnership. Domestic partners may be of the same sex or opposite sex. Common residence and financial interdependence is required for both New York City and non-New York City residents in order to establish Domestic Partnership.

8.16 RESTRICTIONS ON PAY FOR HOLIDAYS

If an employee is on leave without pay both the day before and the day after a holiday, or terminates the day before a holiday which is not the last day of work in the employee's pay period, he/she is not entitled to receive pay for the holiday. An employee taking an unearned unscheduled holiday whose employment is subsequently terminated (voluntarily or involuntarily) will be charged annual leave for the day taken. If there is insufficient unused annual leave, the day shall be deducted from the employee's final paycheck.

8.17 OVERTIME

Foundation shall determine the necessity for overtime work. All overtime for which there is to be compensation of any kind must be scheduled and approved in advance. Employees with supervisory authority who are excluded from the bargaining unit shall be authorized to approve overtime for subordinate employees which is compensable by equal time off.

8.18 OVERTIME RATES

Covered employees in salary categories I through V shall be compensated for overtime according to the following schedule:

PERIOD	RATE	INCREMENT
35 to 40 hours	normal pay rate	quarter hours
beyond 40 hours	one and one-half normal rate	quarter hours

Annual leave, sick leave, holidays or compensatory time are not considered hours worked in the calculation of overtime pay.

8.19 COMPENSATORY TIME

For all Saturday, Sunday and holiday work at Foundation central office, covered employees in salary categories VI through VII shall receive compensatory time for all hours worked. Such compensatory time shall be scheduled by the employee's immediate supervisor to be taken as time off by the employee within two (2) weeks of the date on which the hours were worked. Employees in all salary categories who voluntarily participate in an employee development activity requiring attendance at a meeting, seminar, class, etc., outside the regular workday or on a day when Foundation is normally closed, will receive no additional pay or time off as compensation. This applies to meeting attendance as well as travel time, whether local or out of town.

8.20 COMPENSATION FOR MEALS AND TRAVEL

Employees required to work beyond the regularly scheduled workday shall receive compensation for meals and transportation in accordance with the criteria established by the parties.

8.21 JURY DUTY

Employees required to report to Court 1) in response to a summons for jury duty, 2) for examination for jury duty, or 3) for jury duty itself shall receive their regular compensation during such absences provided they remit to Foundation an amount equal to any compensation received by them for such duty.

8.22 ATTENDANCE

The administration of attendance policies shall be in accordance with established practice and applied equitably to all staff.

Article 9
SALARIES AND WAGES

9.1 GRADE LEVELS AND ASSOCIATED TITLES

The job titles covered by this contract are assigned to salary grades according to the following table:

GRADE	TITLES
III	Client Services Clerk Office Services Assistant OTPS Clerk Receptionist
IV	Accounting Clerk Administrative Assistant Assistant Cashier Assistant Client Services Representative Client Services PAF Clerk Client Services Payroll Clerk Customer Service Representative OTPS Administrator Senior Office Services Assistant Senior OTPS Clerk
V	Assistant Project Administrator Assistant PSC-CUNY Program Administrator Assistant to the Manager of Operations CS Campus Coordinator, Benefits CS Campus Coordinator, General CS Campus Coordinator, Payroll CS Campus Coordinator, Personnel Cashier Junior Staff Accountant Property Assistant Senior Administrative Assistant Senior OTPS Administrator
VI	Applications/Reports Developer Assistant Web Master and Developer

Business Systems Analyst
Contract Specialist
Desktop/Telecommunications Specialist
Field Services Representative
Field Services Representative – Grants Plus
Project Administrator
PSC-CUNY Program Administrator
Release Time and Summer Salary Coordinator
Senior Desktop/Telecommunications Specialist
Staff Accountant
Technical Support/Developer
Web UI Designer/Developer

VII Applications Developer/Analyst
Cost Accountant
Internet Developer
Senior Business Systems Analyst
Senior Staff Accountant
Senior Technical Support Developer
Software Developer
Systems Administrator B
Systems Administrator –
Information Technology
Web Master and Developer

9.2 SCHEDULE OF MINIMUM AND MAXIMUM SALARIES BY GRADE LEVELS

For job titles within a given salary category, as defined in Section 9.1 above, the effective minimum and maximum salaries for the duration of this Agreement applicable in each year of the Agreement are indicated in the following table. No employee shall receive a salary that is less than the minimum for his/her grade level.

SCHEDULE OF MINIMUM AND MAXIMUM SALARIES BY GRADE LEVELS

	Minimum Effective 1/1/2009	Maximum Effective 1/1/2009	Minimum Effective 1/1/2010	Maximum Effective 1/1/2010	Minimum Effective 1/1/2011	Maximum Effective 1/1/2011	Minimum Effective 1/1/2012	Maximum Effective 1/1/2012
III	34,070.25	42,383.39	35,177.53	43,760.85	36,408.74	45,292.48	37,592.03	46,764.48
IV	38,567.52	49,606.28	39,820.96	51,218.48	41,214.70	53,011.13	42,554.17	54,733.99
V	44,563.88	59,282.23	46,012.21	61,208.90	47,622.64	63,351.21	49,170.37	65,410.13
VI	51,923.06	71,547.52	53,610.55	73,872.81	55,486.92	76,458.36	57,290.25	78,943.26
VII	60,781.32	86,265.86	62,756.71	89,069.50	64,953.20	92,186.94	67,064.18	95,183.01

Grade

9.3 ANNUAL SALARY INCREASES

Under the terms of this Agreement annual salary increases will be given according to the following table:

INCREASE	DATE OF INCREASE
3.0% + \$500 signing bonus for all employees on payroll as of 12/8/09	January 1, 2009
3.25%	January 1, 2010, compounded
3.50%	January 1, 2011, compounded
3.25%	January 1, 2012, compounded

Across the board salary increases shall be applied to the minimum and maximum salaries in each salary grade. Any employee whose salary, during the term of this Agreement, is at or above the maximum salary for his/her salary grade shall receive all across the board increases.

9.4 LONGEVITY RECOGNITION

In addition to salary increases provided in Section 9.3 above, Foundation recognizes certain employment milestones by granting salary increments to covered employees effective on the anniversary date of their employment.

Effective January 1, 2009, the following longevity increments shall be in effect:

EMPLOYMENT ANNIVERSARY	INCREMENT
5 years	\$675.00
7 years	\$925.00
10 years	\$1,675.00
15 years	\$2,175.00
20 years	\$2,675.00
25 Years	\$3,175.00

9.5 MERIT RAISES

To reward meritorious service management may provide salary increases or bonuses to covered employees in addition to negotiated wage increases detailed in Section 9.3. In doing this, Foundation will take into account overall professional performance, experience, initiative, and qualifications.

9.6 INITIAL APPOINTMENTS

Management reserves the right to appoint new employees at any level within the appropriate grade bracket.

Article 10 BENEFITS

10.1 FRINGE BENEFITS POLICY

The fundamental policy of Foundation on employee benefits is set forth in Policy Statement 507-F, Benefit Programs for all research foundation project employees and 508-G, Retired employees benefits program. These policies, as revised on November 11, 2008 and July 1, 2007 respectively, shall apply to covered employees for the duration of this Agreement. Included in the fringe benefits detailed in these policies are health, dental, vision, long-term disability, and life insurance policies and the TIAA-CREF retirement annuity program.

10.2 HEALTH, DENTAL AND OPTICAL INSURANCE

Employees included in this Agreement may enroll in any one of the health insurance plans offered by Foundation. Determination of eligibility and specific benefits are made solely by Foundation.

The parties to this Agreement recognize that specific terms of benefits programs 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.

The cap on vision coverage shall be \$200 every two years.

Effective January 1, 2010, all covered employees will contribute 18% of the cost of their health care premiums.

Effective January 1, 2012, all covered employees will contribute 19% of the cost of their health care premiums.

Foundation and PSC agree there shall be no increase in covered employees' percentage contributions to the cost of health care premiums without prior agreement between PSC and Foundation for the duration of this Agreement except as indicated above.

10.3 LIFE INSURANCE

All employees shall receive \$30,000 in life insurance coverage under the Foundation's Group Life Insurance Plan. This benefit is paid by Foundation.

10.4 LONG-TERM DISABILITY INSURANCE

After an initial year of service, employees are eligible to participate in Foundation's Long-term Disability Insurance Plan at no cost to the employee.

10.5 RETIREMENT ANNUITY

For employees in Tier I (employment started before 1 October 1995) Foundation contributes 11% of the first \$16,500 of earnings during the calendar year and 14% of earnings over \$16,500.

For employees in Tier II (employment started on or after 1 October 1995 but before November 7, 2002), Foundation contributes 8% for the first seven (7) years and 10% thereafter and the employee contributes 3% each year after the completion of one (1) year of service.

For employees in Tier III (employment started on or after November 7, 2002) Foundation contributes 8% for the second through seventh year and 10% thereafter provided the employee completes three (3) years of eligible service (i.e., completion of the vesting period). The employee contributes 3% each year after completion of the vesting period.

For employees in Tier IV (employment started on or after January 1, 2009), there is a one-year waiting period to participate in the pension plan. After the employee enrolls in the plan (at the end of the one-year waiting period), 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 (3) years of service. (The one-year waiting period counts toward this vesting requirement.)

10.6 NOTIFICATION TO BENEFICIARIES IN EVENT OF DEATH

When a covered employee dies, Foundation shall notify the employee's estate in writing, at the decedent's last official address, of accrued annual leave and other survivor entitlements earned by the employee and how claims may be initiated for such entitlements. In addition, Foundation shall promptly notify TIAA/CREF and request that it communicate with the beneficiary designated in TIAA/CREF's records.

10.7 TUITION REIMBURSEMENT

Foundation employees covered by this Agreement who meet the qualifications of Section 10.8 below will be reimbursed for the college tuition costs, but no other costs, of courses and degree programs which enhance their professional development, up to the limits specified in Section 10.9. Reimbursement will be made for 1) courses which are part of a degree program if the employee is a matriculated student completing a first degree at a given level or 2) courses which are job related and for which the employee's supervisor has given advance approval.

10.8 QUALIFICATIONS FOR TUITION REIMBURSEMENT

To qualify for tuition reimbursement, a covered employee must be working full-time for Foundation prior to the first day of classes and continue in Foundation employment through the last day of scheduled college examinations. The employee must present originals of the bursar's receipt and a registrar's grade report to the Office of Employment Policy & Practice before reimbursement is made.

10.9 LIMITS OF TUITION REIMBURSEMENT

Employees qualified under Section 10.8 above will be reimbursed up to the current City University of New York tuition rates, according to the following schedule:

COURSE LEVEL	REIMBURSEMENT LIMITS
Undergraduate	Eight credits per semester and four credits for summer session, up to twenty credits completed with a passing grade of C or better within a calendar year.
Graduate	Six credits per semester and three credits for summer session, up to twelve credits completed with a passing grade of C or better within a calendar year.

Article 11
EVALUATION OF EMPLOYEES

11.1 EVALUATION

All employees of the Foundation who are covered by this Agreement will have an evaluation conference with the director/manager of the department and/or supervisor designated by the director/manager. At the conference a written evaluation, in a format designed by the Foundation, will be reviewed and discussed. The written evaluation shall contain a review of the employee's total performance of current responsibilities and duties, attitude, initiative and dependability. Following this conference, a copy of the evaluation will be placed in the employee's personnel file. A copy of the evaluation will be given to the employee within ten (10) working days following the conference.

11.2 PROBATION FOR NEWLY HIRED EMPLOYEES COVERED BY THIS AGREEMENT

For all newly hired employees covered by this Agreement there will be a probationary period during which the employee may be terminated with or without cause and Foundation has no obligation to provide him/her with reasons. In salary grades I through V the probationary period will be six (6) months of continuous service, and in grades above V, the probationary period will be twelve (12) months of continuous service.

11.3 PROMOTIONS AND TRANSFERS

A promotion or transfer initiated by a covered employee who has completed his/her probationary period shall be made without any probationary period in the new position. The promoted or transferred employee surrenders all rights to the position previously held. Although Foundation may initiate disciplinary action at any time, it shall not terminate a promoted or transferred employee for inadequate work performance for a period of six (6) months from the effective date of the new appointment, but the employee may be reassigned to his/her previously held position due to unsatisfactory performance in the new position during the six (6) months following the effective date of the new appointment. Reassignment to the previously held position will be solely a management decision.

Article 12
PERSONNEL FILES

12.1 EMPLOYEE PERSONNEL FILE

A copy of any document relating to an employee's job performance shall be furnished to the employee. No materials shall be placed in the employee's file until the employee has been given the opportunity to read the contents and attach any comments he/she may desire. Each such document shall be signed by the employee before it is placed in the file as evidence of his/her having read such document. This signing shall not be deemed to be approval by the employee of the contents of such document. If the file copy is not signed by the employee, such copy shall be placed in the file with the following notation affixed:

“This document was presented to the employee on _____ and the employee declined to sign same as of that date.”

It is understood and agreed by the parties that only documents which have relevance to the employment of a member of the bargaining unit shall be placed in the employee's personnel file. Upon request, the employee will be given the opportunity to inspect his/her file.

12.2 CONFIDENTIAL INFORMATION

Information received as a result of pre-employment inquiries or information received from former employers to determine an applicant's suitability for a position will be placed in the employee's file but will be designated as confidential, sealed, and made available only to authorized Foundation management personnel. Such information will not be furnished to the employee.

Foundation shall not release any information concerning a covered employee without the covered employee's written authorization except to the extent required by law. Foundation shall notify affected covered employees prior to the release of such information to the extent that such disclosure is permitted by law.

12.3 EMPLOYEE MEDICAL RECORDS

Medical records (which do not include time and leave records) of a covered employee shall be kept confidential except as required by law.

Within Foundation, a covered employee's medical records may be disclosed only to the covered employee's manager or supervisor and to anyone above the employee's manager or supervisor in Foundation's organizational chart. Even then such information may be disclosed only when it may be pertinent to the employee's ability to perform his/her duties. The Foundation shall notify a covered employee prior to such disclosure.

In circumstances where disclosure of a covered employee's medical records to a person or entity not employed by or affiliated with Foundation is required by law, Foundation shall notify the employee prior to disclosure to the extent that such notification is permitted by law.

Medical records and past medical conditions that bear no relevance to a covered employee's ability to perform his/her duties shall not be used as the basis for any employment decision.

Article 13 DISCIPLINARY ACTIONS

13.1 TYPES OF BEHAVIOR SUBJECT TO DISCIPLINARY ACTIONS

Two types of behavior may lead to disciplinary action under the terms of this Agreement: unsatisfactory performance and misconduct.

a) UNSATISFACTORY PERFORMANCE

Unsatisfactory performance is defined for the purposes of this Agreement as the failure to meet general performance requirements including, but not limited to: 1) regular attendance; 2) attention to duty; 3) efficiency; 4) competence; and 5) following directions of supervisors as well as the specific requirements of a position as outlined in the job description.

b) MISCONDUCT IN THE WORKPLACE

Misconduct in the workplace is defined for the purposes of this Agreement as any conduct inappropriate to the workplace, including, but not limited to: 1) conduct which interferes with the effective, efficient, and safe operation of Foundation; 2) conduct prohibited by law; 3) conduct prohibited by Foundation policy; 4) sexual harassment; 5) dishonesty; 6) damaging Foundation property;

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7) abusive behavior or conduct that is threatening or offensive to others; and 8) any other behavior or conduct unbecoming a member of Foundation's staff.

c) MISCONDUCT OUTSIDE THE WORKPLACE

Misconduct outside the workplace which does not affect Foundation's business will not be a basis for discipline. However, if the misconduct does affect Foundation's business or reputation, renders the employee unable to appear for work or unable to perform his/her duties, or if the Foundation reasonably believes that the employee is a danger or threat to persons or property of Foundation or is engaged in acts contrary to the interests of Foundation, then the employee will be subject to disciplinary action.

13.2 TYPES OF DISCIPLINARY ACTION

Progressive discipline may include any or all of the following sanctions: warning, reprimand, suspension without pay, and termination. Management may omit one or more steps in the progressive disciplinary process depending on the seriousness of the behavior in question. Formal discipline is defined as suspension or termination in cases involving misconduct to which the disciplinary procedures in Section 13.6 are applicable.

13.3 RIGHT TO GRIEVE

All disciplinary sanctions except warnings for unsatisfactory performance are grievable under the provisions of Article 15. Warnings for unsatisfactory performance as defined in Section 13.1(a) are not grievable and, upon the Union or the employee's request, will be removed from the employee's personnel record 12 months after the date of the warning, provided that there has been no repetition of the conduct giving rise to the warning.

13.4 NOTIFICATION TO PSC

Whenever Foundation issues a written notification of disciplinary action to an employee, it shall immediately send a copy of the notice to the PSC's Director of Contract Administration or his/her designee.

13.5 SUSPENSIONS

Foundation may suspend an employee for unsatisfactory performance or for misconduct for up to two (2) weeks. Suspensions for misconduct of more than two (2) weeks are permitted without invoking the formal disciplinary proceedings of Section 13.6 only if the Foundation determines that the continuing presence of the employee at the work site presents a substantial threat to other employees, to Foundation's assets, or to the effective operation of Foundation's activities. Foundation will advise PSC's Director of Contract Administration or his/her designee immediately of such action. Such suspension will be without prejudice in the process of attempting to establish just cause.

13.6 FORMAL DISCIPLINARY PROCEDURES FOR MISCONDUCT-BASED DISCIPLINARY SUSPENSIONS AND TERMINATIONS

Except as specifically provided in Section 13.5 above, before the Foundation suspends or terminates an employee for misconduct, the employee shall be afforded an opportunity to be heard in accordance with the following procedure:

Disciplinary proceedings shall be initiated by the President of the Research Foundation, or his/her designee, by service of a written notice of intent to prefer charges upon the employee and the PSC, which shall state the proposed charges against the employee, and the proposed penalty.

Within seven (7) working days of service of the written notice of intent to prefer charges, a meeting shall be conducted by the President or his/her designee, with the employee, who may be accompanied by a PSC representative to discuss the notice, the preferred charges, the proposed penalty and the basis of the charges.

Within three (3) working days of the meeting, the President or his/her designee shall either a) withdraw the notice of intent to prefer charges or b) prefer charges; including the penalty.

The employee may appeal the charges and the penalty in accordance with Article 15.6 Procedures for Complaint, Grievance and Arbitration, Step 2.

Article 14
TERMINATIONS

14.1 TERMINATIONS

Termination from Foundation shall be for one of the following reasons: 1) voluntary, that is, resignation; 2) involuntary, for just cause as specified in detail in Article 13 above; 3) involuntary, by elimination of positions for budgetary or re-organizational reasons; 4) involuntary, through reductions in workforce following a Board of Directors declaration.

14.2 ORDER OF INVOLUNTARY TERMINATIONS

Involuntary terminations other than for just cause shall be made in order of bargaining unit seniority among covered employees in the same job title in the same department so that those with the least such seniority are the first to be terminated.

14.3 PRIOR NOTICE AND SEVERANCE PAY

Covered employees past their probationary period who are involuntarily terminated other than for just cause shall be given prior notice and severance pay according to the schedule below, based on their length of service in full years. Foundation may convert all or part of the prior notice to severance pay at its discretion.

SERVICE	NOTICE	PAY
less than 1 year	2 weeks	2 weeks
1 year	2 weeks	3 weeks
2 years	3 weeks	4 weeks
3 years	4 weeks	5 weeks
4 years	5 weeks	6 weeks
5 years	7 weeks	8 weeks
6 years or more	7 weeks	3 weeks pay plus one week pay for each full service year
Maximums (reached at 13 years)	7 weeks	16 weeks pay

14.4 PAYOUT OF SICK LEAVE ACCRUALS

Employees who were hired prior to October 1, 1995 who resign or whose employment is terminated for other than just cause are entitled to partial payment for accrued sick leave. Employees who were hired on or after October 1, 1995 are entitled to partial payment for accrued sick leave if their employment is terminated for other than just cause, but not if they resign. Payment shall be made according to the following schedule:

Category	Payable Accrual	Upper Limit of Payment
Less than ten (10) years service	Half of accrued sick leave in excess of 70 hours per calendar year	Maximum payout of 80 days
Ten (10) or more years service	Half of accrued sick leave	Maximum payout of 80 days

14.5 NON-DUPLICATION OF SEPARATION ALLOWANCES

Separation allowances (termination pay, payable portion of sick leave accruals, or annual leave accruals, and prior notice converted to termination pay) shall be paid only once to any employee for the same service.

14.6 INFORMATION ABOUT SEPARATED EMPLOYEES

Once an employee has separated from Foundation, except as required by law, every request for information about the employee will be referred to the Director of Employment Policy & Practice, who will release information only at the request of the former employee. At the time of termination all covered employees shall receive the Employment Verification Release Form. Foundation will abide by the employee's wishes as recorded on the form or as subsequently modified by the employee.

14.7 REDUCTIONS IN WORKFORCE

Foundation is committed in principle to the continued employment, to whatever extent possible, of covered permanent, full-time staff. Should Foundation be forced to reduce the workforce, Foundation will apply the following criteria;

1. Foundation agrees in principle to reduce non-salary costs as much as feasible before discharging covered employees.

2. To the extent practicable, Foundation agrees to the concept of terminating part-time and temporary employees before covered employees. Any decision to terminate covered employees while continuing to employ a temporary or part-time worker will be based on non-interchangeability of skills and/or on special departmental needs in terms of workload.

3. Foundation shall provide notice to PSC not less than thirty (30) days before the effective date of the planned reduction in force and shall meet with PSC to explain the need for the planned reduction in force.

14.8 PREFERENTIAL REHIRING

In cases of involuntary termination, other than for just cause, Foundation shall make a reasonable effort to place the terminated employee in another position within Foundation central office for which he/she is qualified. When it is not possible to effect such a reassignment, the name of any such person shall be placed on a preferential rehiring list in order of seniority at the Foundation central office to fill vacancies for a position in his/her title and function, which may arise for a period of three (3) years and shall be given right of first refusal.

14.9 JOB ABANDONMENT

An employee will be deemed to have abandoned his job if the employee is absent from the workplace for three (3) or more consecutive days without prior approval or notification. Foundation shall notify the employee in writing, by certified mail, return receipt requested, that the employee has abandoned his/her job. An appeal to the determination of job abandonment may be made in writing, accompanied by the appropriate documentation, to the President of Foundation or his/her designee. If it is determined by the President or his/her designee that the employee has not abandoned the position, then the employee will be returned to active status and all benefits to which he/she is entitled will be restored. If the appeal is denied, the employee may challenge the decision pursuant to Article 15 of this Agreement.

Article 15
PROCEDURES FOR COMPLAINT, GRIEVANCE, AND
ARBITRATION

15.1 INTENT

Foundation and PSC agree to make their best effort to encourage prompt and informal resolution of complaints and grievances which may arise between PSC, the employees covered by the Agreement and Foundation management. They also agree that the procedures and processes set forth in this article shall constitute the sole avenue for resolving complaints and grievances.

15.2 DEFINITIONS AND DISTINCTION

A complaint is an informal claim by a covered employee, or PSC chapter as a whole, of improper or unfair treatment. Complaints are processed through the informal procedure discussed in Section 15.3 below.

A grievance is a formal charge by PSC on behalf of a covered employee, or on its own behalf, that there has been a breach, misinterpretation of, or improper application of a term of this Agreement.

A complaint may become a grievance when informal resolution fails.

15.3 INFORMAL PROCEDURES FOR HANDLING COMPLAINTS

A complaint is initiated when a covered employee raises the issue with a PSC representative. The complaint may then be presented by PSC to the employee's supervisor, provided the supervisor is not a member of the bargaining unit, or to the next immediate supervisor excluded from the bargaining unit. Settlement, withdrawal, or disposition of the complaint will not constitute a precedent in the settlement of similar complaints or grievances.

15.4 FORMAL PROCEDURE FOR HANDLING GRIEVANCES

Any grievance not presented within the time limits specified herein shall be deemed waived. Grievances may be filed only by PSC on its own behalf or on behalf of a covered employee or a group of covered employees. A grievance cannot be filed by an employee on his or her own behalf. Grievances must be presented in writing, and must set forth the violation that is the basis therefore, including a designation of the article of the Agreement or policy relied upon and the remedy requested.

Art. 15.5

A grievance filed on behalf of a group of covered employees may be initiated at Step 2 of the Grievance procedure.

15.5 STEP 1 IN THE FORMAL PROCEDURE

PSC shall present the grievance to the employee's next immediate supervisor not in the bargaining unit not later than thirty (30) calendar days after the date the employee became aware or should have become aware of the facts upon which the grievance is based. Such supervisor shall take such steps as he/she may deem necessary for the proper disposition of the grievance. Such disposition shall be in writing and be made by the end of the tenth (10th) working day following the date of submission of the grievance. The aggrieved employee shall be afforded the opportunity to be present at any hearing on the grievance before the supervisor.

15.6 STEP 2 IN THE FORMAL PROCEDURE

An appeal may be taken from a Step 1 decision. Any such appeal must be presented in writing by PSC to the President or his/her designee within fifteen (15) working days after receipt by PSC of the Step 1 decision. The President or his/her designee shall meet with PSC for a hearing and review of the grievance within ten (10) working days after the notice of appeal is received and shall render a written decision thereon by the end of the fifteenth (15th) working day after his/her final meeting with PSC. The aggrieved employee shall be afforded the opportunity to be present at the hearing on the grievance at this step.

For group grievances initiated at Step 2, the President or his/her designee shall meet with PSC to discuss the grievance within twenty (20) working days of the receipt of the grievance and shall render a written decision thereon by the end of the twentieth (20th) working day after his/her final meeting with PSC.

15.7 STEP 3 - ARBITRATION

If a grievance as herein defined has not earlier been settled or if the Step 2 disposition has not been issued within the time limits set forth herein, PSC, not later than the end of the fifteenth (15th) working day following receipt by PSC of the Step 2 decision or the last day for the mailing thereof, may demand arbitration by serving a written demand therefore by Certified Mail, Return Receipt Requested, directed to the President and the American Arbitration

Association (AAA). Arbitration shall be conducted in accordance with the laws of the State of New York and the Rules of AAA.

The parties will designate an arbitrator or arbitrators from lists supplied by the AAA to serve during the term of this Agreement. The arbitrator shall be authorized at any time during the course of the proceedings, on the basis of the proceedings held to date, to issue preliminary or interim awards. The decision or award of the arbitrator shall be binding and conclusive on PSC, Foundation and the employee(s) affected thereby and each agrees to abide by the decision or award and any judgment or order confirming same. The costs of arbitration shall be borne equally by Foundation and PSC. Expenses of witnesses shall be borne by the party who calls the witness.

The arbitrator's power and jurisdiction to arbitrate and 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.

N.B. Any decision not appealed from one step to the next step within fifteen (15) working days of such decision shall be considered settled on the basis of the last decision, and not subject to further appeal or reconsideration.

Article 16

PROMOTIONAL OPPORTUNITIES AND TRANSFERS

16.1 NOTICE OF VACANT POSITIONS

Foundation central office employees shall be notified of all vacancies at the central office for permanent full-time positions by means of vacancy announcements posted five (5) days before the appearance of the public advertisement. Vacancy announcements will include the department and salary grade for the position and remain posted without a closing date until prime candidates have been selected, except that when a vacancy is posted but not advertised outside Foundation central office, a closing date of not less than ten (10) working days from date of posting may be specified. Foundation central office employees will be afforded the opportunity to apply for all vacancies and are encouraged to do so.

Prior to posting notices of vacancies for covered positions, Foundation will notify representatives of PSC of the number of vacant positions. All such postings will be based on job descriptions and a copy sent to the PSC.

16.2 CONSIDERATION FOR JOB OPENINGS

Covered employees shall be given preferential consideration over other applicants for covered Foundation central office job openings where, in the judgment of management, the applicants have equal qualifications and/or equal potential for successful performance.

If more than one qualified covered employee applies for an opening and Foundation determines that the position will be awarded to one of those candidates, the most qualified shall be awarded the position. If there are no significant differences in skills, qualifications and experience, Foundation will award the position to the applicant with the most seniority.

When a covered applicant is not selected to fill a vacancy, Foundation will advise the employee in writing of the reason(s) the employee was not selected for the position. Foundation will also provide the employee with suggestions for enhancing advancement potential.

There shall be no right to resort to grievance procedure or arbitration with respect to a covered employee's unsuccessful application for an excluded position.

16.3 TRAINING

Upon request, Foundation will inform an employee of the minimum qualifications for a job to which the employee may aspire, including education, work experience, skills, and personal characteristics. Such information and/or advice is in no way to be interpreted as a commitment regarding future promotional opportunities. Where in the judgment of management it is feasible, an employee will be afforded a promotional opportunity through on-the-job training. Where training is required as a result of technological changes, Foundation shall make its best effort to provide adequate training during the employee's regularly assigned work schedule.

16.4 PROMOTIONAL INCREASES

If an employee is selected to fill a job opening involving a salary grade increase, he/she will be promoted immediately to the grade

level for the opening and receive an increase of seven percent (7%) of the minimum salary for the grade. However, the amount of the increase shall not be less than the greater of \$1,000 or the amount that would bring the employee to the minimum salary for the new grade.

In the event that a covered employee's position is reclassified into a higher salary grade, the employee shall receive an increase of seven percent (7%) of the minimum salary for the new grade. However, the amount of the increase shall not be less than the greater of \$1,000 or the amount that would bring the employee to the minimum salary for the new grade.

16.5 TRANSFERS DEFINED

Transfer is defined as any permanent reassignment of an employee from a covered position which has been eliminated to a covered vacant or newly-created covered position for which the employee has not applied.

Job descriptions for newly created covered titles to which transfer is being made shall be provided to the PSC within ninety (90) working days of the transfer into title.

16.6 NOTIFICATION TO PSC

Foundation will notify PSC five (5) working days in advance of the effective date of a transfer.

16.7 RETENTION OF RIGHTS

Transfer is a permanent change of work assignment and does not extend or reinitiate any probationary period. A probationary period already in effect may be extended to its natural term. Transfer in no way reduces or alters the rights of a covered employee under this Agreement.

16.8 SALARY ADJUSTMENTS IN TRANSFERS

Transfers may be made to a position in any salary grade, however the salary of an employee shall not be reduced by transfer. A salary adjustment must be made to bring the employee into the appropriate higher bracket whenever transfer occurs to a position with a higher grade, and when transfers are made to a higher level of responsibility within the same grade a salary adjustment—determined by Foundation—may be made.

Art. 16.9

Employees temporarily assigned to work in a position having a higher salary grade shall, during the time they are assigned to work in such position, be paid at a rate equal to the minimum salary for the higher grade or at a rate equal to seven percent (7%) of the minimum salary of the higher grade added to their existing salary, whichever is greater.

16.9 TRANSFER-RELATED TRAINING

Foundation will provide appropriate training when a transferred employee lacks a significant qualification or skill required for the new position.

16.10 NON-POSTING OF POSITIONS FOR TRANSFER

Foundation will not post a position to which it intends to transfer an employee whose position is being eliminated and will not solicit or accept applications for the position. Members of the bargaining unit will forego the customary promotional opportunity covered by the earlier Sections 16.1 to 16.4 of this article.

Article 17

OCCUPATIONAL SAFETY AND HEALTH

The Foundation will comply with occupational safety and health standards promulgated under the Occupational and Health Act of 1970.

Article 18

NO STRIKE OR LOCKOUT PLEDGE

PSC and Foundation agree that disputes which may arise between them shall be settled without resort to strike or lockout. Foundation agrees that it will not lock out any or all of its employees during the term of this Agreement and PSC agrees, on behalf of itself and its membership, that there shall be no strikes, sit-downs, slowdowns or employee demonstrations or any other organized or concerted interference with the operations of Foundation during the term of this Agreement.

Article 19
DURATION OF AGREEMENT

19.1 DURATION

This Agreement shall become effective January 1, 2009 upon ratification by Foundation's Board of Directors and by the covered employees and execution by the parties, and shall expire on December 31, 2012.

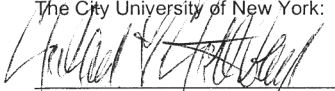
19.2 NOTIFICATION

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: 5/10/2010

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




Richard F. Rothbard, President

For the Professional Staff Congress:



Barbara Bowen, President



Deborah E. Bell, Executive Director

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Side Letter A

Research Foundation
The City University of New York
230 W. 41st St., 7th Fl.
New York, NY 10036

Date: *May 5, 2010*

Naomi Zauderer
Associate Executive Director
PSC/CUNY
61 Broadway, 15th Fl.
New York, NY 10006

Re: Article 8.20, Meals and Travel Allowances

Dear Ms. Zauderer:

Meals and Travel Allowances will be provided to covered employees in salary grades one through six working beyond their regularly scheduled work day as follows:

- a. For work three (3) or more hours beyond the employees' regular workday on any Monday or Friday: \$8.00 per diem and the one-way cost of their regular mode of transportation.
- b. For five (5) or more hours of work on any Saturday or Sunday: \$10.00 per diem and the round-trip cost of their regular mode of transportation.
- c. For work after 9:00pm on a workday or weekend, the employee's immediate supervisor shall authorize either a taxi or car service.

No receipts will be required for the per diem or for public transportation. Receipts will be required for taxis.

There is no allowance for less than three (3) hours of work beyond the employee's regularly scheduled workday.

Sincerely,



Richard F. Rothbard
President

Side Letter B

Side Letter B

Research Foundation
The City University of New York
230 W. 41st St., 7th Fl.
New York, NY 10036

Date: *May 5, 2010*

Naomi Zauderer
Associate Executive Director
PSC/CUNY
61 Broadway, 15th Fl.
New York, NY 10006

Re: Pre-Tax Benefits

Dear Ms. Zauderer:

The following pre-tax benefits* shall be made available to covered employees to the same extent that they are provided to non-covered employees:

Parking Account:

All employees covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$200 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 \$230 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:

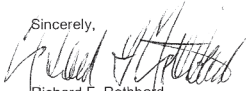
All employees with one year of service covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$5,000 pre-tax dollars per year to pay for his/her non-reimbursed medical and dental expenses, and for those of his/her eligible dependents (domestic partners not included). This includes co-payments, prescriptions, eyeglasses, deductibles, orthodontia and co-insurance. The minimum monthly deduction to the flexible spending account is \$25.

Dependent Care Account:

All employees covered by this Agreement 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.

* Subject to applicable IRS regulations.

Sincerely,



Richard F. Rothbard
President

