2-3-1986

New York University and United Staff Association of NYU, AFL-CIO, Local 3882 (1986)

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New York University and United Staff Association of NYU, AFL-CIO, Local 3882 (1986)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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COLLECTIVE BARGAINING AGREEMENT
between
NEW YORK UNIVERSITY
and
UNITED STAFF ASSOCIATION OF NYU, LOCAL 3882
NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO
1985-1987
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AGREEMENT made effective the 3rd day of February, 1986, between NEW YORK UNIVERSITY, hereinafter termed the "Employer" or "University," and UNITED STAFF ASSOCIATION OF NYU, LOCAL 3882, NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO, hereinafter termed the "Association," wherein it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Pursuant to the Certification of Representative, issued by the National Labor Relations Board in New York University and United Staff Association of NYU, Local 3882, New York State United Teachers, AFT, AFL-CIO, Case No. 2-RC-18155, New York University recognizes the United Staff Association of NYU, Local 3882, New York State United Teachers, AFT, AFL-CIO as the sole and exclusive bargaining agent for all full-time and regular part-time office clerical employees in Code 106, and all full-time and regular part-time laboratory/technical employees in Code 104, including those employees receiving tuition remission, and all "special" employees who have been employed for at least twelve (12) consecutive weeks and have worked an average of twenty hours or more per week. Excluded from the unit are all employees in Codes other than 104 and 106, Medical Center employees, full-time students, work-study students, students receiving financial aid through New York University, casual employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

ARTICLE II - CHECKOFF

Upon receipt of an employee's written authorization, which shall not be irrevocable for more than one (1) year, or beyond the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from such employee's salary in accordance with this Agreement, such employee's Association dues and remit same to the duly authorized representative of the Association each month, together with a list of the names of the employees from whose salary deductions were made. Such a written authorization may be revoked by the employee by written notice to the Employer and the Association during the ten-day period prior to the end of any such applicable yearly period or during the ten-day period prior to the termination date of any applicable Collective Bargaining Agreement, whichever occurs sooner. In the absence of such notice of revocation, the authorization shall be automatically renewed for an additional yearly period or until the end of the Collective Bargaining Agreement, whichever occurs sooner. The deduction shall be made in the first paycheck of the month. The Employer agrees to transmit the dues deducted to the Association by the tenth (10th) day of the following month. The Association shall have the exclu-
sive right of dues checkoff for all employees covered by the recognition clause of this Agreement.

In order for the deductions to be made, the authorization cards must be received by the Employer's designated representative by the fifteenth (15th) day of the month preceding the month when the checkoff is to begin. The Employer is not obligated to make retroactive deductions if an employee is on unpaid leave of absence or other unpaid status or for periods prior to the receipt of the authorization card.

AUTHORIZATION OF PAYROLL DEDUCTIONS OF ASSOCIATION

I hereby authorize and direct New York University to deduct from my salary my membership dues in the United Staff Association, Local 3882, NYSUT, AFT, AFL-CIO and remit the same to said Association.

This authorization shall be irrevocable for one year from the date hereof, or until the termination of the applicable Collective Bargaining Agreement, whichever occurs sooner, and shall renew for successive irrevocable periods of one year unless revoked by me in writing to the University's Director of Personnel Services and the Association during the ten-day period prior to the end of the yearly period or prior to the expiration of the applicable Collective Bargaining Agreement.

Social Security No. __________________________ Signature __________________________

Department & Code __________________________ Name (please print) __________________________

Address (home) __________________________ Date __________________________

City __________________________ State ___________ Zip ___________

Building __________________________

ARTICLE III - PROBATIONARY PERIOD

Each employee shall be on probationary status during the first three (3) months of employment, excluding time lost for sickness and other leaves of absence. During or at the end of the probationary period, the Employer may discharge any
such employee and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Extensions of the probationary period may be agreed upon by the Employer and the Association.

ARTICLE IV - TEMPORARY EMPLOYEES

Employees hired to fill a specific job for less than three (3) months shall acquire no seniority and be deemed temporary employees. If such employees are retained in the same position after three (3) continuous months, they shall be classified as permanent employees, and receive seniority credit and all other benefits as provided in this Agreement, as would an employee who had completed his/her probationary period. These three (3) months shall serve as said employee's probationary period.

In no event shall a series of temporary employees be used to fill a vacancy in a job of a permanent nature. This shall not preclude the hiring of a temporary employee while a permanent employee is being sought. This provision has no reference or application to student employees.

Extensions of the three (3) month period for a temporary employee must be agreed upon by the Association and the University.

Should a vacancy which originally was temporary become a permanent vacancy, it shall then be considered a new job opening. Such opening shall be posted and filled as per the procedures outlined in this Agreement.

ARTICLE V - NO DISCRIMINATION

There shall be no discrimination as defined by applicable Federal, New York State, and New York City laws, against any present or future employee by reason of race, creed, color, religion, national origin, sex, sexual orientation, age, physical or mental disability, membership or non-membership in the Association, by either the Employer or the Association. However, this provision is not intended to condone activity which would otherwise constitute just cause for disciplinary action.

ARTICLE VI - HOURS

1. The base workweek for full-time employees shall consist of the number of hours per week regularly worked by such employees as on October 29, 1979. Employees hired after that date will have their hours fixed at the time of hire. Nothing in this provision is to be construed as a guarantee of work or the number of hours in the workweek.
2. The regular hourly rate is determined by dividing the base weekly salary by the number of hours which the salary is intended to compensate.

3. For time worked in excess of the base workweek, employees will receive an equal amount of compensatory time off within the week in which it is earned. Prior to February 3, 1986, at the Employer's discretion, the time in excess of the base workweek hours but not over forty (40) hours may be paid for at the regular hourly rate rather than through the use of compensatory time off, and time in excess of forty (40) hours per week may be paid for at the rate of time and one-half.

Effective February 3, 1986, for time worked in excess of the base workweek, overtime pay for the time in excess of thirty-seven and one-half (37½) hours per week shall be paid for at the rate of time and one-half.

4. There shall be no pyramiding of overtime. Under no circumstances shall overtime or premium pay of any kind be computed at a rate greater than time and one-half the regular rate of pay.

ARTICLE VII - WAGES

1. (a) Each employee on payroll on November 1, 1985 and covered by this Agreement shall receive the increase of six and one-half (6½) percent of his/her August 30, 1985 base rate, or rate at time of hire if that was later, already implemented by the University, retroactive to September 2, 1985. Employees on layoff status shall receive this increase for the period of time they worked from September 2, 1985 until their date of layoff, and the increase shall be included in their base rate in the event of recall. Employees who were promoted into non-bargaining unit positions shall receive this increase for the period of time they worked from September 2, 1985 until the date of their promotion. Minimum and maximum rates for all groups are raised six and one-half (6½) percent effective November 1, 1985, and adjusted to an even dollar or fifty cents figure.

(b) Effective September 2, 1985, Grade 4 shall be eliminated and the employees in that grade shall be upgraded to Grade 5. The minimum rate for full-time Grade 5 and Code 104 employees shall be adjusted to $257.00 per week. The adjusted group minimums and maximums are as follows:
<table>
<thead>
<tr>
<th>GRADE</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>257.00</td>
<td>312.00</td>
</tr>
<tr>
<td>6</td>
<td>271.00</td>
<td>355.00</td>
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<tr>
<td>7</td>
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<td>8</td>
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<tr>
<td>Legal Secretary I</td>
<td>413.00</td>
<td>572.00</td>
</tr>
</tbody>
</table>

(c) Effective September 1, 1986, each employee on payroll on that date and covered by this Agreement shall receive a percentage increase equal to the percentage increase used for the salary pool for faculty and administrators as announced in the University President's annual letter on that subject. The increase shall be calculated on the basis of his/her August 29, 1986 rate. The minimum and maximum rates for all Code 106 grades shall be increased by the same percentage used for the across-the-board effective September 1, 1986, and adjusted to an even dollar or fifty cents figure.

(d) Effective September 1, 1986, after the minimum rates have been adjusted in accordance with paragraph (c), ten ($10.00) dollars shall be added to the minimum for full-time Grade (5) and Code 104 employees. The formula is $257 + the increase provided in paragraph (c) + $10.00.

2. Longevity increases. On September 1, 1986, after receiving the increases provided in paragraph 1, employees with the required years of service shall receive the following increases in their weekly base rate:

5 but less than 10 years of service -- Five ($5.00) dollars
10 but less than 15 years of service -- Ten (10.00) dollars
15 or more years of service -- Fifteen ($15.00) dollars

Thereafter, employees reaching the fifth, tenth, and fifteenth anniversary of their employment date shall receive an increase in their weekly base rate of five ($5.00) dollars.

3. If the Employer institutes a job grade outside the structure listed above and outside Code 104, the job rate
shall be negotiated with the Association. In the absence of agreement, the issue will be resolved under the provisions of Article XXVI.

4. Employees when required to perform a higher rated bargaining unit job as a temporary assignment of twenty (20) work days or more, shall be paid no less than the minimum rate for the higher rated job or an additional $10.00 per week, whichever is greater, if the following conditions have been met:

   A. The employee must have been assigned at the specific request of the Employer;

   B. The employee must actually perform those duties normally undertaken by an employee holding the job he/she is filling on a temporary basis.

ARTICLE VIII - INFORMATION

1. The University will furnish to the Association the names of all newly-hired members of the bargaining unit, their home addresses and work locations as shown in the Employer's records, their Social Security numbers, their date of employment, their codes, grades, and salaries. The University will furnish to the Association notice of all dismissals, layoffs, resignations, deaths, promotions, demotions, transfers, retirements, name changes and the dates of such changes in status of members of the bargaining unit, and the starting and return date of leaves of absence. The notice of dismissals, layoffs, resignations, retirements, leaves of absence, name changes, and deaths will include the home addresses, as shown in the Employer's records, of the employees involved. The report shall state the reasons for termination (i.e. discharge, resigned) and whether the employee was on probation. This information shall be furnished by the twentieth (20th) day of the month following the month in which either they were employed and/or there was any change in employment status. Such reports of information shall be made each and every month and include all changes in address and building location recorded during the preceding month. Should there be no change in employment status, the report shall so state.

2. The University will furnish to the Association a complete list of the names of all members of the bargaining unit, including their job titles, job codes, grades, salaries, dates of hire, work locations (including floor and/or room numbers) and home addresses as shown in the Employer's records, and their Social Security numbers, on two occasions during the calendar year, the first list on or before February 1st and the second list on or before June 1st.
3. The University will furnish to the Association, on an annual basis, a list of employees in order of date of hire.

4. The University will send the job postings list to the Association each week.

ARTICLE IX - COPIES OF UNIVERSITY RULES

Copies of any changes in University-wide rules, regulations, and policies as contained in the Personnel Manual which relate to terms and conditions of employment shall be sent to the Association at the same time they are distributed. Whenever practicable to do so, the University shall notify the Association in advance of such changes.

ARTICLE X - BULLETIN BOARDS

The University shall provide six 24 inch by 36 inch bulletin boards in reasonably accessible places for Association notices relating to meetings, dues, entertainment and general union activities. The bulletin boards shall be placed in the following locations: Dental School, GBA, Vanderbilt Hall, Main Building, Loeb, and Tisch Hall. Two of the bulletin boards shall be glass enclosed with a lock. No notices which are derogatory to the University shall be posted.

ARTICLE XI - SENIORITY

1. Seniority by classification shall mean an employee's length of service within a particular job title and grade within a particular School or administrative unit, a list of which is attached as Appendix A.

2. University-wide seniority shall mean an employee's length of service within the bargaining unit covered by this Agreement.

3. Classification seniority in their most recent position only with immediate ability to do the available work shall prevail in laying off employees and in recalling employees from layoff.

4. Any employee displaced from his or her job title shall be permitted to transfer to any vacant position the University is seeking to fill in the same grade and within the same School or administrative unit as defined above, provided he/she has the ability to immediately perform the available work.

5. Any employee displaced from his or her job title shall be permitted to exercise seniority (computed on a University-wide basis) by bumping a less senior employee in a
lower rated job title within the same School or administrative unit as defined above, provided he/she has the ability to immediately perform the available work. If an opening occurs in the grade and job title held at the time of layoff, the employee may be assigned to it at his/her former rate of pay plus any across-the-board increases applicable to employees in that grade and job title that have occurred within six months of the date of layoff, or his/her current rate if that is higher. There can be only one bump in connection with a layoff. An employee who is bumped can not bump another employee.

A Code 106 employee bumping into a lower rated job title must bump the most junior employee. The employee will not have a reduction in pay if the bump is not more than one grade and the salary does not exceed the maximum for the grade. If the employee bumps more than one grade, he/she shall be paid at the rate of the employee who is bumped, or retain his/her previous rate if that is less or, at the discretion of the Employer, receive a rate not to exceed the maximum for the grade.

A Code 104 employee who bumps into a lower paid job title must fill a vacancy or bump the most junior employee in that job title. The employee's salary shall only be reduced to the extent that it exceeds:

- A. The rate for the vacant position plus 10%.
- B. The rate of the employee who is bumped plus 10%.

At the discretion of the Employer, the employee may be paid a higher rate not to exceed the maximum earned by any employee working in that job title.

6. Employees who have exercised "bumping rights" in accordance with paragraph 5 above will be treated as if they are on layoff for purposes of job openings which occur in their former job title within the same School or administrative unit. Employees who are recalled from layoff shall receive their former rate of pay plus any across-the-board increases applicable to employees in that grade and job title that have occurred within six months of the date of layoff.

7. Any employee displaced from his or her job title in accordance with paragraph 3, or who is displaced through the bumping procedure in accordance with paragraph 5, and who is not eligible for another position in his/her school or administrative unit under paragraphs 4 and 5 shall be permitted to fill any vacant position the University is seeking to fill in the same grade or a lower grade, after the effective day of layoff, provided that he/she has the minimum qualifications required for the job. However, an employee...
exercising this right shall be subject to a new probationary period and shall be covered by all the terms of Article III. The employee will retain seniority for benefit coverage and vacation accrual purposes. If the employee successfully completes the probationary period, his/her seniority shall be considered unbroken. The right to exercise this provision will expire when seniority ceases for any of the reasons stated in paragraph 8.

8. Seniority rights of an employee shall cease for any of the following reasons:

(1) Voluntary resignation;

(2) Termination for just cause;

(3) Failure to return to work from a granted leave of absence;

(4) Failure to accept recall from layoff within eight (8) working days after notice is sent by the Employer to the employee and the Association by certified mail;

(5) Layoff for a period of more than six (6) consecutive months.

9. Notice of an open position may be sent to all eligible employees on layoff at the same time, with the statement that the job will be filled by the most senior employee who responds within eight (8) working days from the time the notice is sent.

10. The Association shall be notified one week prior to the permanent layoff of any bargaining unit employee who has completed his/her probationary period.

ARTICLE XII - JOB POSTING

1. Notice of all permanent bargaining unit job vacancies shall be posted for five working days before the job is filled on a permanent basis and will include job title, grade, location, and a brief description of the job duties including qualifications and necessary skills. Employees who make application during this five-day period and are qualified will be interviewed for the vacancy first, but the University may then consider candidates from outside the bargaining unit or the University as well. A transfer application must be received in the Employment Section of the Personnel Office of the University by the close of business on the fifth working day after the notice has been posted, including the date the notice is posted.
2. Employees who are on notice of layoff will be interviewed first for vacancies for which they are qualified in the same or a lower grade provided that they apply within five working days after the vacancy has been posted.

ARTICLE XIII - JOB DESCRIPTION

Each employee will have a written job description. The job descriptions will contain the principal duties of the job and the title of the employee's immediate supervisor(s). It will also contain the following statement:

This description is intended to illustrate the kinds of tasks and levels of work difficulty required of the position and does not necessarily include all the related specific duties and related responsibilities of the position. It does not limit the assignment of related duties not mentioned.

A job description may be changed to meet the operating requirements of the unit, or to reflect changes which have occurred, such as the elimination or addition of specific duties.

Neither the Association nor any employee may grieve or arbitrate with respect to the content or description of any job. Arbitrators may not rely on, utilize or consider this provision for any purpose in cases arising under other provisions of this Agreement.

ARTICLE XIV - HEALTH AND HOSPITALIZATION INSURANCE

1. The University shall continue to provide its basic Blue Cross coverage, Equitable Basic Physician and Equitable Major Medical, or substantially equivalent coverage, on an individual basis and for employee and child, to full-time permanent employees, at no cost to the employee for the duration of this agreement.

2. Coverage for the spouse and children of a full-time permanent employee is permitted on a shared cost basis. The contribution for employee and family is $5.00 per month.

3. Employees who came to the University covered by a different plan for employee and family, and were permitted to keep it, will continue to contribute $16.60 per month.

4. The Blue Cross family plan will provide extended eligibility for coverage to unmarried children between the age of 19 to 23 who are full-time students. Coverage for sponsored children will also be extended to those who are unmarried, full-time students, between the age of 19 to 23.
5. Part-time permanent employees may enroll in Blue Cross and Equitable Basic Physician, or the substantially equivalent coverage offered by the University, at their own expense.

6. The date of coverage and the extent of coverage are determined in accordance with the existing rules, and the terms of the insurance policy.

7. Full-time permanent employees who are eligible may enroll in Health Maintenance Organization (HMO) plans in which the University participates. Participation in these plans is at the option of the employee and is in lieu of participation in the University's other health and hospitalization insurance plans. The University will contribute the same dollar amount towards the cost of the type of coverage selected (individual, husband and wife, individual with child, and family) as it does for that type of coverage under the University's other health and hospitalization insurance plans available to full-time permanent unit employees. The difference, if any, between the dollar amount contributed by the University and the cost of the type of coverage selected shall be paid by the employee.

8. Part-time permanent employees who are eligible may enroll in HMO plans in which the University participates. Such participation will be at the employee's own expense.

9. The Equitable Major Medical insurance provided will have the following provisions:

   (1) A deductible of $100 per person, per calendar year with a maximum of three deductibles per family, per calendar year;

   (2) The lifetime maximum payment shall be $250,000 per person.

10. The Equitable Basic Physician plan will provide 100% reimbursement up to the Reasonable and Customary charge for surgical services. All other types of services shall continue to be reimbursed according to the schedule of allowances provided in the plan.

11. Annual Medical Examinations are available upon request to full-time permanent employees. Arrangements are made through Health Service. The fee for the examination is $25.

12. The University will continue to provide its Equitable Dental Assistance Benefits Plan, or equivalent coverage, (including the provisions setting forth exclusions, limitations, deductibles and, effective February 1, 1984 a nine
month rather than the one year of service requirement) on an individual basis to full-time permanent employees at no cost to the employee for the duration of this agreement. Coverage for the family of a full-time permanent employee is permitted on a shared cost basis. The contribution for family coverage will be $4.00 per month. The booklet describing the plan will state on its front cover that the plan was negotiated with the United Staff Association.

ARTICLE XV - GROUP LIFE INSURANCE

The Employer shall grant $5,000.00 of the Employer's group life insurance coverage at the Employer's expense to all full-time employees covered by this Agreement, upon completion of the three (3) months probationary period of employment. Full-time employees covered by this Agreement may participate in additional group life insurance coverage, based upon their entitlement to such coverage and the required employee contribution set forth in the following schedule:

<table>
<thead>
<tr>
<th>Gross Base Weekly Pay</th>
<th>Insured Amount (including $5,000 free)</th>
<th>Cost to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$257.00 but less than $286.61</td>
<td>$15,000</td>
<td>$3.00 per month</td>
</tr>
<tr>
<td>$286.61 and over</td>
<td>$20,000</td>
<td>$4.20 per month</td>
</tr>
</tbody>
</table>

The above schedule shall be adjusted effective September 1, 1986 to increase each of the figures in the "Gross Base Weekly Pay" column by the amount of the wage increase effective September 1, 1986.

ARTICLE XVI - RETIREMENT AND PENSION PLAN

1. The Employer will maintain the New York University Staff Pension Plan for eligible bargaining unit employees for the duration of this Agreement.

2. Bargaining unit employees are eligible for participation once they have reached the age of twenty-five (25), have been employed by the University for twelve (12) months, and have worked 1,000 hours in a twelve (12) consecutive month period. Employees hired on or after age sixty (60) are not eligible to participate in the Staff Pension Plan.

3. The amount of pension an employee is entitled to is based on the following formula: average monthly salary over the last five (5) years prior to termination date x .009 x credited years of service (35 years is maximum and service credits accrued beyond the employee's sixty-fifth birthday are not counted toward the retirement benefit).
4. The normal retirement date is the first day of the month after the month in which the employee's sixty-fifth (65th) birthday occurs, or the employee's birthday if the employee's sixty-fifth birthday is the first of the month.

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

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

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

8. The Employer will continue to maintain its present TIAA-CREF coverage for those employees covered by this Agreement who are currently included in that plan. No additional employees are to be included.

ARTICLE XVII - HOLIDAYS

1. The following days are recognized as paid holidays for all permanent full-time employees:

   New Year's Day
   Independence Day
   Labor Day
   Thanksgiving Day
   Christmas Day

2. In addition, the Employer will schedule eight (8) more paid holidays for each contract year (November 1 - October 31) for all permanent full-time employees prior to the applicable November 1 or within thirty (30) days of the effective date of this Agreement, whichever occurs later. The schedule may vary for a particular area depending on operational needs but the total number of paid holidays will remain the same.

3. Employees required to work on any of the holidays listed in paragraph 1 (also December 26, 1985 and December 27, 1985 during the 1985-86 academic year, and December 26, 1986 and December 31, 1986 during the 1986-87 academic year) shall

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1 Attached as Appendix B is the holiday schedule.
be paid at the rate of time and one-half for all hours worked on those days in addition to their straight-time pay.

4. Employees required to work on any of the other University holidays, as scheduled in each area, will receive an equal amount of compensatory time off within ten (10) days preceding or succeeding the holiday, or at the option of the Employer shall receive straight-time pay for the hours worked in addition to their straight-time holiday pay.

5. Any employee whose regular day off falls on a holiday shall receive an equal amount of compensatory time off within ten (10) days preceding or succeeding the holiday or at the option of the Employer shall receive an additional day's straight-time pay therefor.

6. If a University holiday falls during the employee's vacation period, the employee is paid for the holiday and not for a vacation day. With the supervisor's prior approval, another vacation day is scheduled or added on to the vacation period.

7. In order to be entitled to holiday pay, an employee must work his/her regularly scheduled workday preceding and following the holiday except when an employee is absent because of illness or injury, and receives sick leave pay for the day[s] involved. The supervisor may require that the illness or injury is certified by a physician's note. The employee is also excused from working the regularly scheduled workday preceding and following the holiday if he/she is on previously scheduled vacation, personal or other holiday, jury duty, or is entitled to bereavement pay for the day[s] involved.

8. A permanent part-time employee is paid at straight-time for those hours he/she would have been scheduled for work on a University holiday as scheduled in each area.

9. An employee eligible for disability or workers compensation benefits is not eligible for holiday pay.

10. No pay is given for holidays which occur during a leave of absence period. If a holiday falls on the first working day after the scheduled expiration date of the employee's leave, the employee is not paid for that holiday.

11. In addition to the scheduled holidays referred to in paragraphs 1, 2, and 3, an employee hired before January 1 in an academic year is eligible for two (2) personal holidays during that academic year (September 1 - August 31). An employee hired January 1 through April 30 is eligible for one (1) personal day. An employee hired May 1 or after is not eligible for personal holiday[s] during that academic year, but will be eligible for two (2) during the next
academic year. A personal holiday must be scheduled in advance by mutual agreement of the supervisor and employee. Permission will not be withheld unreasonably but a supervisor may refuse to allow a personal holiday during a peak work load period or more than one in each six month division of the academic year or if less than one week notice is given.

12. A new employee must complete his/her probationary period before taking a personal holiday[s].

13. A terminating employee is not eligible for a personal holiday two (2) weeks prior to the effective date of termination.

14. An employee may not receive pay in lieu of a personal holiday.

15. An employee is not paid for any holiday falling after the last day worked.

16. Except for emergencies or other circumstances making it impractical, employees will be given a minimum of five (5) days notice if they are required to work on a holiday. Work assignments on holidays will be filled by requesting volunteers from among employees fully qualified to do the work to be performed. If more volunteer than are needed, assignments will be made in order of greatest seniority. If less volunteer than are needed or none volunteer, assignments will be made among employees fully qualified to do the work to be performed in order of least seniority.

ARTICLE XVIII - VACATION

1. Full-time permanent employees accumulate vacation days for each completed month of service for a maximum annual entitlement based on years of service as follows:

<table>
<thead>
<tr>
<th>Years of Service as of September 15</th>
<th>Maximum Annual Vacation Allowance</th>
<th>Monthly Accrual Rate from Sept. 1 to Aug. 31</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 3</td>
<td>10 days (2 weeks)</td>
<td>.83 day</td>
</tr>
<tr>
<td>3 but less than 8</td>
<td>15 days (3 weeks)</td>
<td>1.25 days</td>
</tr>
<tr>
<td>8 but less than 15</td>
<td>20 days (4 weeks)</td>
<td>1.66 days</td>
</tr>
<tr>
<td>15 and over</td>
<td>22 days (1 month)</td>
<td>1.83 days</td>
</tr>
</tbody>
</table>

The monthly accumulation is counted from September 1 through August 31 of each fiscal year. On June 1 of each year, employees are advanced credit for June, July, and August, so that the total annual vacation entitlement is available during the summer months.

2. Part-time permanent employees are eligible for prorated vacation accumulation based on the number of hours the employee is scheduled to work each week.
3. New employees are not credited with any monthly vacation accumulation until they have completed six (6) months of service. They are given retroactive credit for a six (6) month accumulation. An employee whose hire date falls on or before the fifteenth (15th) of the month is given vacation credit for that month. An employee hired after the fifteenth (15th) does not receive credit for that month. New employees hired after September 15 of the academic year have a total annual accrual for that year which is fractional (rather than the ten (10) days total allowance the employee would get for a full year of service). These fractions are rounded up or down, so that the vacation time available to new employees is expressed in whole and half days rather than fragments in accordance with the following schedule:

<table>
<thead>
<tr>
<th>If Hired</th>
<th>Total Accrual During First Academic Year</th>
<th>Vacation Allowance Rounded To</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before September 15</td>
<td>9.98 days</td>
<td>10 days</td>
</tr>
<tr>
<td>September 16 - October 15</td>
<td>9.13 days</td>
<td>9 days</td>
</tr>
<tr>
<td>October 16 - November 15</td>
<td>8.30 days</td>
<td>8½ days</td>
</tr>
<tr>
<td>November 16 - December 15</td>
<td>7.47 days</td>
<td>7½ days</td>
</tr>
<tr>
<td>December 16 - January 15</td>
<td>6.64 days</td>
<td>6½ days</td>
</tr>
<tr>
<td>January 16 - February 15</td>
<td>5.81 days</td>
<td>6 days</td>
</tr>
<tr>
<td>February 16 - March 15</td>
<td>4.98 days</td>
<td>5 days</td>
</tr>
<tr>
<td>March 16 - April 15</td>
<td>4.15 days</td>
<td>4 days</td>
</tr>
<tr>
<td>April 16 - May 15</td>
<td>3.32 days</td>
<td>3½ days</td>
</tr>
<tr>
<td>May 16 - June 15</td>
<td>2.49 days</td>
<td>2½ days</td>
</tr>
<tr>
<td>June 16 - July 15</td>
<td>1.66 days</td>
<td>1½ days</td>
</tr>
<tr>
<td>July 16 - August 15</td>
<td>.83 day</td>
<td>1 day</td>
</tr>
</tbody>
</table>

A half-day is computed as 3½ hours - one-half a regular 7 hour workday.

4. The official vacation period is June 1 - September 15 of each year. With the supervisor's approval and depending on office work load, an employee may schedule vacation time before June 1, but may schedule no more vacation than has been earned up to that point.
With the supervisor's approval, an employee may schedule all or part of his/her annual vacation after September 15. However, a maximum of one-half of the annual vacation may be carried beyond the first of April and must be used prior to the 31st of August following the academic year (September 1 - August 31) it was earned. Exceptions may only be made by the Director of Personnel.

Earned vacation may only be taken in whole or half days. Other fractions of days may not be taken except in cases of separation.

5. If a University holiday falls during the employee's vacation period, the employee is paid for the holiday and not for a vacation day. With the supervisor's prior approval, another vacation day is scheduled or added on to the vacation period.

6. An employee does not accumulate vacation during an unpaid leave of more than fifteen (15) days.

7. Employees who are specifically hired to work for less than the twelve (12) months of the academic year or who are temporarily laid off for the summer months accrue vacation allowance only for the number of completed months actually worked.

8. Earned vacation is payable upon separation providing the employee has completed six (6) months of service and has given the required two (2) weeks notice. If an employee's last day of work falls on or before the fifteenth (15th) of the month, there is no vacation credit for that month. If the employee's last day of work falls after the fifteenth (15th), he/she receives vacation credit for that month. Vacation due upon separation is calculated on the number of completed months service since September 1 plus any unused vacation from the prior year which the employee was authorized to carry over.

ARTICLE XIX - SICK LEAVE

1. A permanent, full-time employee who has completed the three (3) month probationary period is eligible for sick leave. Upon completion of the probationary period, each employee is credited with three (3) days sick leave. An employee whose probationary period ends on or before the fifteenth (15th) day of the month accrues one sick day for that month if he/she completes a full period of service from the end of his/her probation to the end of the month. An employee whose probationary period ends after the fifteenth (15th) day of the month will not accrue a sick day for the period from the end of his/her probationary period to the end of the month. Sick leave time thereafter is accrued at the rate of one day per completed full calendar month of service.
Part-time permanent employees who have completed the proba­tionary period are eligible for prorated sick leave based on the number of hours they are scheduled to work each week.

2. Sick leave may be accrued to a maximum total of ninety-five (95) days.

3. Sick leave time may be used only for absence due to proven illness. Medical evidence may be required for any time claimed as sick leave.

4. An employee may be disciplined or released for abuse of the sick leave benefit.

5. An employee who is absent for more than five (5) consecutive work days must have a medical re-evaluation by the University Health Service at no cost to the employee before returning to work.

6. Sick leave benefits are integrated with the New York State Disability Law and Workers Compensation Act. An employee must use all accumulated sick leave before receiving the benefits provided under the law. There is no duplication of benefits. The twenty-six (26) week disability period prescribed by law begins after the waiting period of five (5) working days, whether or not the employee is using sick leave.

ARTICLE XX - LEAVE OF ABSENCE

1. Illness - A permanent employee with at least three (3) years of continuous service and who has exhausted accumulated sick pay will be granted, upon request, a leave of absence without pay not to exceed three (3) months in case of bona fide illness or injury covered by the New York State Disability or Workers Compensation Law.

The Employer will make a good faith effort to grant extensions of up to three (3) months if the covered illness or injury continues to disable the employee, and will consider granting leaves to employees with more than (3) months service but less than three (3) years. However, any determination will be based on solely on the Employer's judgment of its operating requirements and its decision is not subject to the grievance and arbitration provisions of this Agreement.

2. Child care leave - An employee with at least three (3) years of continuous service will be granted, upon request, a leave of absence without pay not to exceed one (1) month to take care of his/her dependent child. Up to forty-five days of additional leave of absence for child care may be taken without pay, provided the total amount of time away from work, counting both illness leave and child care leave, does not exceed four months. This leave may be taken.
immediately following illness leave taken in connection with the birth of the child, or within three months of the birth or adoption of a child.

3. **Personal** - Grants of personal leave are discretionary with the Employer, must be approved by the Director of Personnel Services and are not subject to the grievance and arbitration provisions of this Agreement.

4. **Military** - Leaves of absence for the performance of military encampment duty with the United States Armed Forces or with a Reserve component thereof shall be granted up to a maximum of two weeks. The employee must present a copy of his/her orders to the supervisor.

5. **Contractual Benefits During Leave**

   a) University continues its contributions for health and life insurance coverage during the period of leave. The employee must continue to pay his/her share of such premiums, if applicable.

   b) Credit for vacation or sick leave is not accumulated during an unpaid leave of absence of more than fifteen days.

   c) No pay is given for holidays which occur during the leave of absence period. If a holiday falls on the first working day after the scheduled expiration date of the employee's leave, the employee is not paid for that holiday.

6. **General Provisions**

   a) An employee may be required to take a medical examination prior to return to work from any Illness Leave of Absence.

   b) Failure to return to work upon scheduled expiration of approved leave constitutes grounds for termination. Any employee desiring to return to the University after a leave of absence has expired will be treated as a new applicant. All prior seniority will be lost.

   c) Acceptance of other employment while on leave constitutes grounds for termination.

**ARTICLE XXI - BEREAVEMENT PAY**

Permanent full-time and part-time employees shall not be required to work but shall be paid their regular straight-time pay for their next three (3) working days immediately following the death of their parent, parent-in-law, legal guardian, brother, sister, spouse, child, or grandparent.
(Any of these days may be postponed for up to one week from
the date of the death, if necessary to permit attendance at
the funeral.) They may be excused from work for a maximum of
one (1) day with straight-time pay to attend the funeral of a
close relative other than those listed above. The Employer
may require proof of death.

ARTICLE XXII - JURY DUTY

Permanent full-time and part-time employees who have
completed the three (3) months probationary period will be
paid the difference between their per diem compensation for
jury service and their regular straight-time pay for each day
of their workweek that they are required to qualify, report
or serve on a jury. They must report for work on any full or
partial days on which they are released from jury duty.
Employees are expected to report for work if they could
return in time to perform at least three (3) hours of work
within their normal work schedule. The employees shall be
guaranteed their normal length lunch period.

The receipt of a subpoena or the notice to report for
jury duty must be reported immediately to the supervisor and
the Employer may request that the employee be excused or
exempted from such jury duty if, in the opinion of the
Employer, the employee's services are essential at the time
of proposed jury service.

Upon request, the Employer will furnish a probationary
employee with a statement that the employee is still employed
in his/her probationary period and is not entitled to receive
jury duty pay from the Employer if required to perform jury
service prior to completion of the probationary period.

ARTICLE XXIII - SEVERANCE PAY

1. In the event of severance of employment by reason
of layoff, all permanent full-time and part-time employees
shall be paid a severance allowance of one-half (1/2) of a
week's pay for each full year of service with the Employer up
to a maximum of thirteen (13) weeks.

2. If an employee who has been paid severance pay is
recalled, the employee shall be considered a new employee for
purposes of this Article and entitlement to future severance
pay shall be based on the service accrued after the date of
recall.

3. Severance pay shall be paid in a separate check
which does not contain compensation for any other purpose.
ARTICLE XXIV - DISCIPLINE, SUSPENSION, DISCHARGE

1. The Employer has the right to discharge, suspend or discipline any employee for just cause.

2. If the Association or the employee desires to contest a discharge or suspension, it must give written notice thereof to the Employer within eight (8) working days from the date the employee was notified of the discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in this Agreement, commencing at Step 3 of the grievance machinery. If no complaint is filed within the time specified, the discharge or suspension shall be final.

Any grievance concerning disciplinary action other than suspension or discharge shall be initiated at Step 1 of Article XXVI, Grievance and Arbitration Procedure.

ARTICLE XXV - PERSONNEL FILES

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

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

ARTICLE XXVI - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement shall not be considered grievable. This is the sole procedure for the resolution of grievances under this contract.

Section 2. An aggrieved employee or the Association shall present a grievance within fifteen (15) days of its occurrence or such grievance shall be deemed waived by the employee and the Association.

Section 3. The steps set forth below will be followed in the processing of grievances:
Step 1. The employee shall discuss the grievance with his/her immediate supervisor. The employee may request the presence of a Shop Steward and the supervisor may request a representative from Personnel Services to observe and/or discuss the grievance. The immediate supervisor shall respond to the grievance within ten (10) days of the discussion with the grievant and/or the Steward. If the grievance is not resolved to the employee's satisfaction, the Association may, within ten (10) days of denial at Step 1, appeal the grievance to Step 2.

Step 2. Grievances appealed to Step 2 shall be reduced to writing and sent to the appropriate administrative official (Dean, Vice President, or head of an autonomous administrative unit) with a copy to the Director of Personnel Services. The written grievance must set forth the basis therefor with reasonable particularity, including a designation of the article of the Agreement relied upon and the remedy requested. The Shop Steward and employee will meet within ten (10) days of the notice of appeal with the administrative official referred to above or that person's designee and discuss the grievance. The administrative official or designee shall respond to the grievance in writing within ten (10) days from the discussion of such grievance with the Shop Steward. If the grievance is not adjusted to the Association's satisfaction, it may appeal the matter to Step 3.

Step 3. A grievance not settled in Step 2 may be appealed in writing to the Director of Personnel Services within ten (10) days of the Step 2 denial. The Association representative and the Director of Personnel Services or that person's designee shall, within ten (10) days, meet to discuss the grievance. The Employer will render a decision in writing to the Association within ten (10) days of the Step 3 meeting.

Anything to the contrary herein notwithstanding, without waiving its statutory or other rights, the Employer may present a grievance initially at Step 3 by notice in writing addressed to the Association at its offices. The Association must meet with the Employer's representative within five (5) days and render its decision in writing within ten (10) days of the Step 3 meeting.

Anything to the contrary herein notwithstanding, a grievance concerning discharge or suspension may be presented initially at Step 3 within eight (8) working days of the time the employee is notified of the discharge or suspension.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. The time limits herein may be extended by mutual agreement.
Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Association may proceed to the next step.

Section 4. If either party is not satisfied with the Step 3 response, the grievance may be taken to arbitration within fifteen (15) days of the receipt of the Step 3 response.

The parties shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The selection of the arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association.

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 above, and shall not have the authority to add to, subtract from, modify or amend in any way the provisions of this Agreement.

The decision of the arbitrator shall be final and binding upon the Association, the Employer and the employees. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

ARTICLE XXVII - NO STRIKE, NO LOCKOUT

1. The Association agrees that it will not nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down, stoppage of work, picketing, boycott, refusal to cross the picket line of another union, or otherwise curtail the work or restrict or interfere with the conduct of the Employer. The Employer agrees that it shall not lock out any of the employees covered by the Agreement.

2. In the event that any of the employees violate the provisions of the foregoing paragraph hereof, the Association shall immediately use every means at its disposal to get its members who participate or engage in any such action to return to work including the distribution to the employees and the Employer, within twelve (12) hours of notice of a violation of this article by the Employer to any Association officer or to the Association offices at 260 Park Avenue, New York, NY, of a written notice, signed by an officer of the Association, that the work stoppage or other violation
is not authorized by the Association and is to be terminated immediately. Any employee engaging in any conduct prohibited by the first section of this article will be subject to disciplinary action, including discharge, at the discretion of the Employer.

An employee who is disciplined for a violation of this Article shall have no recourse to the grievance procedure or arbitration provisions of this Agreement except to grieve or arbitrate the contention that he/she has not violated this Article.

ARTICLE XXVIII - MANAGEMENT RIGHTS

The operation and management of the University and the supervision and direction of the employees are and shall continue to be solely and exclusively the functions and prerogatives of the University. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the University and shall not be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct or otherwise than by express provision of this Agreement. Without in any manner limiting or affecting the generality of the foregoing, the right and power to select and hire all employees, to suspend, discipline, demote or discharge them for cause, to promote them to supervisory or other positions, to assign, transfer, supervise and direct all working forces, to maintain discipline and efficiency among them, to determine the facilities, methods, means, equipment, procedures and personnel required to conduct activities, to promulgate rules and regulations and to exercise the other customary functions of the University for the carrying on of its business and operations, are recognized as vested exclusively in the University.

ARTICLE XXIX - ENTIRE AGREEMENT

The Employer and the Association agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them, supersedes all oral or written agreements heretofore made, and may only be modified by a written agreement signed by the parties.
ARTICLE XXX - CONFORMITY TO LAW-SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are subject to applicable Federal, State, and Local law, and are separable. If any phrase, clause, sentence, paragraph, or section of this Agreement shall be found to be invalid because of conflict with any applicable Federal, State, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Any substitute provisions shall be subject to negotiation between the parties to this Agreement. If a dispute over this clause should go to arbitration, the arbitrator shall not have the authority to rule on the subject of negotiation.

ARTICLE XXXI - TERM OF AGREEMENT

This Agreement shall be effective to and including October 31, 1987. The parties shall commence negotiations on a successor contract upon the request of either party on or after August 1, 1987.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of February, 1986.

NEW YORK UNIVERSITY

By Richard A. Savemi
Director of Labor Relations

UNITED STAFF ASSOCIATION
OF NYU, LOCAL 3882, NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO

By
## APPENDIX A

New York University and
United Staff Association of NYU

<table>
<thead>
<tr>
<th>ADMINISTRATIVE UNIT</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Offices</td>
<td>Includes the President's Office, Office of Chancellor and Executive Vice President for Academic Affairs, Office of Affirmative Action, Afro-American Institute, Urban Research Center, Coles Sports and Recreation Center, and New York Institute for the Humanities</td>
</tr>
<tr>
<td>Vice President and General Counsel</td>
<td>Includes Faculty and Student Senate Councils</td>
</tr>
<tr>
<td>Vice President for Institutional Facilities</td>
<td></td>
</tr>
<tr>
<td>Vice President for Finance</td>
<td>Includes Office of Vice President, Treasurer's Office, Insurance, Internal Audit, Budget Office, Financial Systems, Contract Office, Bursar, and Controller</td>
</tr>
<tr>
<td>Vice President for External Affairs</td>
<td>Includes Office of Vice President, Development Office, and Public Affairs</td>
</tr>
<tr>
<td>Vice President for Student Affairs and Services</td>
<td>Includes Office of Vice President for Student Affairs and Services, Financial Aid, Campus Stores, Housing and Dining, Admissions, and Registrar</td>
</tr>
<tr>
<td>Vice President for Administration</td>
<td>Includes Personnel Services, Administrative Services, Purchasing Protection Services, and University Computer Center</td>
</tr>
<tr>
<td>Libraries</td>
<td>Includes NYU Press</td>
</tr>
</tbody>
</table>
SCHOOLS

Gallatin

Law School

Graduate School of Public Administration

School of Social Work

Faculty of Arts and Science

School of the Arts

Graduate School of Business Administration

School of Business and Public Administration

School of Continuing Education

Courant Institute of Mathematical Sciences

Dental

School of Education, Health, Nursing and Arts Professions

Institute of Fine Arts
### APPENDIX B

#### HOLIDAY SCHEDULE 1985-86

<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY</th>
<th>HOLIDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 28, 1985</td>
<td>Thursday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>November 29, 1985</td>
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<td></td>
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<tr>
<td>December 24, 1985</td>
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<td>December 30, 1985</td>
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<td>January 20, 1986</td>
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<tr>
<td>February 17, 1986</td>
<td>Monday</td>
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<td>May 26, 1986</td>
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### HOLIDAY SCHEDULE 1986-87

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<tr>
<th>DATE</th>
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</tr>
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<tbody>
<tr>
<td>November 27, 1986</td>
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<tr>
<td>February 16, 1987</td>
<td>Monday</td>
<td>President's Day</td>
</tr>
<tr>
<td>May 25, 1987</td>
<td>Monday</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>July 3, 1987</td>
<td>Friday</td>
<td>Independence Day</td>
</tr>
<tr>
<td>September 7, 1987</td>
<td>Monday</td>
<td>Labor Day</td>
</tr>
</tbody>
</table>
FEBRUARY 20, 1986

This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

RECEIVED
MAR 3
MAR 3, 1986

Director of Personnel
New York University
246 Greene St Rm 205
New York, NY 10003

PREVIOUS AGREEMENT EXPIRED
OCTOBER 31, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

New York University Clerical & Lab Tech
WITH TEACHERS
NEW YORK

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Your Name and Position

Area Code/Telephone Number
212/598-3184

Address

New York, NY 10014

BLS 2452 (Rev. August 1984)