CUNY & DISTRICT COUNCIL 37 – STUDENT CENTER AGREEMENT

Policy Id:
HR.020 - CUNY & District Council 37 Student Center Agreement

Contact:

Last Modified:
2007
CONTENTS:

Policy Statement 1
Related Documents 1
Contacts 1
Policy Name 3
Article I – Term of contract and recognition 3
Article II – Dues check-off and agency shop 3
Article III – Salaries 4
Article IV – Welfare fund 6
Article V – Grievance procedure 7
Article VI – Transfers and promotions 9
Article VII – Time and leave, overtime, and holiday benefits 9
Article VIII – Management rights 12
Article IX – Bulletin Boards: College students center facilities 13
Article X – No strike provision 13
Article XI – Vacation schedules 13
Article XII – Itemized paychecks 13
Article XIII – Labor management committee 13
Article XIV – Nondiscrimination 14
Article XV – Uniform allowance 15
Article XVI – Productivity and Performance 15
Article XVII – Job security 15
Article XVIII – Saving clause 16
CUNY & District Council 37 – Student Center Agreement

ARTICLE I - Term of Contract and Recognition

Section 1
This Agreement shall be effective from October 1, 2002 through September 30, 2006, except as may be indicated herein with regard to specific provisions. This Agreement shall apply to all non-civil service employees of the Student Centers at Baruch, Brooklyn, and Queens College performing custodial, cleaning, pantry and related work (including maintenance) whether full-time, part-time, per annum, hourly or per diem employed at the above-mentioned Student Centers affiliated with The City University of New York.

Section 2
This Employer recognizes the Union (Local 1597, D.C. 37, AFSCME) as the sole and exclusive collective bargaining agent for employees of The City University of New York performing custodial, cleaning, pantry and related work (including maintenance) at the Student Centers at Baruch, Brooklyn, and Queens Colleges. Such persons shall hereinafter be referred to as “employees.”

Section 3
The Union recognizes each of the three Student Centers namely, Baruch College Student Center, Brooklyn College Student Center (SUBO), and Queens College Student Union, as the Employer, represented for labor relations purposes by The City University of New York.

ARTICLE II - Dues Check-off and Agency Shop

Section 1
a. The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee.
b. Any employee may consent in writing to the authorization of the deduction of dues from his or her wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in proper form, acceptable to the Employer, bearing the signature of the employee.

Section 2
The Employer agrees to an agency shop fee deduction to the extent permitted by applicable law and subject to the following conditions.
a. The Union shall have the exclusive right to the deduction and transmittal of the agency shop fee for the employees covered by the Agreement. The Employer will withhold an amount equivalent to dues from the salary checks of those employees covered by this Agreement who have not indicated membership in the Union or otherwise requested voluntary deduction of Union dues. The Employer shall retain $.02308 as a fee for the handling of such deductions.
b. The Employer shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee collected less deduction of costs at the same rates as are provided for the check-off of membership dues.
c. The Union shall refund to the employee any agency shop fees deducted and transmitted to the Union for employees who are in titles or positions which are not included in any collective bargaining unit or for employees in titles or positions who do not have the right to bargain collectively.
d. No assessments of any kind or nature will be collected through the agency shop fee deduction.
e. No arrears of any kind or nature will be collected through the agency shop fee deduction.
f. The Employer shall not be liable in the operation of the agency shop fee deductions for any mistakes or error of judgment, and the Union hereby agrees to hold the Employer harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the Union.

Section 3
The Employer agrees in principle to the voluntary check-off of political contributions by members of the Union, in accordance with applicable law, including Title 2 USC of Section 44 (1) (b), subject to the development of mutually acceptable language which shall be incorporated into a Supplemental Agreement.

ARTICLE III - Salaries

Section 1
a. All salary adjustments, including general increases, minimum and maximum salaries, lump sum payments, and any other salary provision of this Agreement are based upon a normal work week of forty (40) hours for full-time per annum employees.
b. Employees who work on a per-diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate hourly increase computed as 1/2088 of the annual rate.

Section 2
Effective on the dates set forth below the following minimum rate shall be in effect for employees.

<table>
<thead>
<tr>
<th>Date</th>
<th>Minimum</th>
<th>Incumbent</th>
<th>New Hire</th>
<th>Incumbent</th>
<th>New Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/03</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/1/04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/1/05</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/30/06</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Student Center Custodial Assistant**
- Per annum: $25,371, $26,069, $26,590, $23,531, $26,856, $23,766
- Per hour: $12.15, $12.48, $12.73, $11.27, $12.86, $11.38

**Student Center Building Supervisor**
- Per annum: $25,862, $26,573, $27,104, $23,986, $27,375, $24,226

**Student Center Coordinator of Maintenance**
- Per annum: $52,565, $54,011, $55,091, $48,753, $55,642, $49,241
- Per hour: $25.18, $25.87, $26.39, $23.35, $26.65, $23.58

**Student Center Maintenance**
- Per annum: $32,707, $33,606, $34,278, $30,335, $34,621, $30,638
- Per hour: $15.66, $16.09, $16.41, $14.52, $16.57, $14.67
As previously agreed to in the predecessor agreement, the titles of Student Center Coordinator of Maintenance and Student Center Maintenance have been incorporated in this agreement as agreed to by the parties. Moreover, the previous title of Student Center Mechanic and its applicability to the prevailing wages set forth in the New York City Comptroller’s Consent Determination for the skilled trade title of Maintenance Worker, has been discontinued as agreed to by District Council 37 and The City University of New York acting on behalf of the Student Centers.

Section 3 - General Wage Increases

Effective on dates set forth below, employees shall receive salary adjustments as follows:

a. October 1, 2003
   Employees shall receive a general increase of two and one-half percent (2.5%).

b. October 1, 2004
   Employees shall receive an additional general increase of two and threequarter percent (2.75%).

c. October 1, 2005
   Employees shall receive an additional general increase of two percent (2%).

d. September 30, 2006
   Employees shall receive an additional general increase of one percent (1%).

e. Part-time employees shall receive the increase provided in Section 3 (a) through (d) on a pro rata basis.

f. The increases provided for in this Section 3 shall be calculated as follows: The increase in Section 3(a) shall be based upon the individual base rates (which shall include salary or incremental schedules) of the applicable titles in effect on September 30, 2003, and similarly, the increases in Section 3(b) through (d) shall be based upon the individual base rates of the applicable titles in effect the day before the applicable date of the increase (which shall include salary or incremental schedules), and in no event shall the increase in this subsection be applied to the longevity increment provided in Section 6 herein.

g. Each general increase provide herein, effective as of each indicated date, shall be applied to the rate in effect on the dates as specified in Section 3(f), of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 4 - New Hires – Productivity Initiatives

The parties agree that one (1%) percent of the two (2%) percent wage increase set forth in Section 3 (c) above, shall be funded by the union through productivity savings mutually agreed to by the parties. Effective upon the execution of the 2002-2006 Memorandum of Agreement, the following provisions shall apply to employees newly hired on or after October 1, 2005:
a. During the first two (2) years of service the “appointment rate” for a newly hired employee represented by DC37 Local 1597 shall be thirteen percent (13%) less than the applicable “incumbent minimum” for said title that is in effect on the date of such appointment, as set forth in the applicable successor Student Center Agreement. The general increases provided for in subsections 3 (a), (b), (c) and (d) shall be applied to the “appointment rate.” b. Upon completion of two (2) years of service such employees represented by DC37 Local 1597, shall be paid the indicated “incumbent minimum” for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment, as set forth in the applicable successor Student Center Agreement.

Section 5 – Lump Sum Cash Payment
a. Effective upon the date of ratification of this agreement by DC37 Local 1597, a lump sum cash payment in the amount of $800 shall be paid to full-time employees in active pay status on the date of ratification. The eligibility to receive a lump sum cash payment shall be extended to employees on active Military Duty pursuant to “Operation Enduring Freedom.” It is understood that employees who were terminated for cause or who resigned shall not be eligible for the lump sum cash payment.

b. Part-time per annum, part-time per diem (including seasonal employees), per session and hourly paid employees and employees whose work year is less than a full calendar year, shall receive a pro-rata portion of the lump sum cash payment set forth in Section 5 (a) above on the following basis:
   i). Based on the calculation of the total number of hours worked in the preceding 12-months ending on the date of ratification of the respective union’s agreement, so long as the hourly employee was on active pay status on the date of said ratification.
   ii). The pro-rata calculation shall be based upon the full-time per day equivalent (7 hours or 8 hours) for the respective title, if applicable.
   iii). The pro-rata portion of the lump sum payment shall not exceed $800.

Section 6
Effective July 1, 1990, employees with 15 years or more of service shall receive a longevity increment of $800 per year; hourly employees shall receive a longevity increment of $.38 per hour.

Section 7
Employee membership in a pension plan shall not be compulsory. Any pension plan introduced at a Student Center which does not now have one, shall include provisions for employees covered by this Agreement. Where an existing plan does not include employees covered by this Agreement, the Student Center Director and the Union agree to work jointly in an effort to modify the plan so as to include employees under this Agreement.

ARTICLE IV - Welfare Fund

Section 1
The Student Centers covered by this Agreement shall make the following contributions to the District Council 37 Benefit Fund Trust (Welfare Plan), subject to a separate Agreement between the Centers and the Union:

(a) For full-time per annum employees, effective April 1, 2005, $1,500 per employee per year; effective April 1, 2006, $1,600 per employee per year.
(b) For part-time per annum and hourly employees, who, on a regularly scheduled basis work five hundred (500) hours or more per annum effective April 1, 2005, $857.14 per employee per year; effective April 1, 2006, $914.29 per employee per year.

Section 2
It is agreed that health benefits now provided by the Student Centers to employees of the bargaining unit that duplicate benefits provided under Section 1 of this Article, may be discontinued at the Student Center’s option.

Section 3
The Employer and the Union shall establish a study group to consider the possibility of Welfare Fund coverage for employees upon retirement. It is understood that there shall be no cost to the Employer for such benefits during the term of the Agreement.

ARTICLE V - Grievance Procedure

Section 1
Definition: The term grievance shall mean:
(a) A dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement;
(b) A claimed violation, misinterpretation or misapplication of the rules or regulations, existing policy or orders of the Employer in reference to the terms and conditions of employment.

Section 2
The grievance procedure shall be as follows:
Step I The employee and/or the Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the College Student Center Director not later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person so designated by the College Student Center Director shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the sixth work day following the date of submission.

Step II An appeal from an unsatisfactory decision at Step I shall be presented in writing to the College Student Center Director or his/her designated representative. The appeal must be made within six (6) working days of the receipt of the Step I decision. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The College Student Center Director or the person designated to receive the appeal at this step shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.
Step III An appeal from an unsatisfactory decision at Step II shall be presented in writing to the Chancellor’s designated representative. The appeal must be made within six (6) working days of the receipt of the Step II decision. The person designated by the Chancellor shall meet the employee and/or the Union for review of the grievance and shall issue a decision by the end of the tenth work day following the date on which the appeal was filed.

Step IV An appeal from an unsatisfactory decision at Step II may be brought solely by the Union to impartial arbitration within ten (10) working days of the receipt of the Step II decision. Such arbitration shall be conducted by an arbitrator designated from a panel maintained by the parties in accordance with applicable law, rules and regulations. A copy of the notice requesting impartial arbitration shall be forwarded to the Chancellor’s designated representative. The cost and fees of such arbitration, including the cost of a stenographer, if any, shall be borne equally by the Union and the Employer. The decision or award of the arbitration shall be final and binding, in accordance with applicable law and shall not abridge or diminish any of the rights or obligations of the Employer and shall be limited solely to the application and interpretation of this Agreement, rule, regulation, existing policy or order of the Employer and shall not add to, subtract from, or modify such contract, rule, regulation, existing policy or order.

Section 3
As a condition to the right of a Union to invoke impartial arbitration set forth in this Article, the employee or employees and the Union shall be required to file with the Vice Chancellor for Faculty and Staff Relations a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator’s award.

Section 4
Any grievance of a general nature affecting a large group of employees in two or more Student Centers and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement, may be filed at the option of the Union at Step III of the grievance procedure, without resort to previous steps.

Section 5
If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at the next step of the grievance procedure.

Section 6
If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may invoke the next step of the procedure. (Subject to the limitations of Section 2, Step IV of this Article).

Section 7
The Employer shall notify the Union in writing of all grievances filed by employees, including all grievance hearings, and all determinations. The Union shall have a right to have a representative
present at any grievance hearing, and shall be given forty-eight (48) hours notice of all grievance hearings.

Section 8
Each of the steps in the grievance procedure, as well as the time limits prescribed at each step of this grievance procedure, may be waived by mutual Agreement of the parties.

Section 9
An employee shall not refuse or fail to follow an order because of any claimed grievance, and shall resolve any grievance by use of the grievance procedure set forth in this Article.

ARTICLE VI - Transfers and Promotions

Section 1
Transfers shall not be made between Student Centers.

Section 2
Transfers within a Student Center, including transfers from one shift to another shall be made by the Student Center Director.

Section 3
If more than one employee in the same position is seeking a transfer within a Student Center, the Student Center Director shall make the transfer on the basis of greatest seniority only after determining which individual or individuals is or are most qualified for the particular job opening. Among the items to be assessed by the Student Center Director to determine the qualifications of employees seeking transfers are the individual employee’s abilities, performance, rate of absenteeism, disciplinary record and/or other issues deemed appropriate.

Section 4
Seniority shall be defined as length of service in the Student Center in the position. A separate listing of employees in the bargaining unit shall be kept at each Student Center and revised quarterly.

Section 5
When openings occur at higher custodial levels, custodial assistants working at a lower level shall be given first consideration.

ARTICLE VII - Time and Leave, Overtime and Holiday Benefits
The following supplemental benefits are agreed upon for full-time, per annum employees.

Section 1
Holidays: There shall be sixteen (16) paid holidays per year for all full time employees. Of these, fifteen (15) regular holidays listed below shall be subject to Section 8 (c) of this Article, and the remaining day shall be granted as an unscheduled holiday. Employees shall not be entitled to these holidays unless they work on scheduled or assigned work days occurring before and/or after each holiday.

The fifteen regular holidays shall be:
- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Lincoln’s Birthday
- Washington’s Birthday (also referred to as Presidents’ day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Years’ Eve

Section 2

a. Vacation or annual leave: Persons hired on or after July 1, 1985, shall accrue annual leave at the following rates:

10 days in the first year (1 day per month after the first 2 months);
13 days in the second year (1 day per month plus 1 additional day at the end of the second year);
13 days in the third year (1 day per month plus 1 additional day at the end of the third year);
15 days in the fourth year (1 ¼ days per month);
20 days in the fifth year (1 and 2/3 days per month);

b. Persons hired prior to July 1, 1985, shall accrue annual leave at the following rates: Employees continuously employed from 8th year through 15th year, 25 days of leave per year (2 days per month plus one at end of year); after the 15th year, 27 days of leave per year (2 ¼ days per month). Annual leave credits may be accrued up to a maximum of two (2) years or 54 days. Any leave time exceeding 2 years of leave accrual or 54 days shall be added to an employee’s sick leave balance. However, an employee shall not be penalized in accumulating such annual leave as he/she may be prevented from using such leave by action of the Employer.

Section 3

(a) Sick Leave: There shall be 12 days of sick leave per year to be earned one day per month with unlimited accumulation.

(b) An employee who is absent, because of illness on a Monday, or Friday
or on the first or last work day of the week, and who has been absent three or more times in any four-month period on such days, shall be charged 2 days sick leave for any additional absence on a Monday, Friday, or first or last working day of the week, unless:

1. The Employee has arranged in advance to charge the day to annual leave.
2. The Employee is able to prove, with a doctor's certificate that he/she had a disabling illness on that day. In these cases one day of leave shall be charged. A pattern of absences on Mondays and/or Fridays after warning shall be considered cause for disciplinary action including discharge. The Student Center Director may, at his or her discretion, waive this requirement when he or she believes no abuse of leave is involved.

Section 4
By June 15th of each year, each employee will receive an annual statement of sick, annual and compensatory time leave balances.

Section 5
The Employer agrees to have the employees covered by standard provisions of F.I.C.A. (Social Security).

Section 6
The Employer agrees to provide Workmen’s Compensation coverage.

Section 7
There shall be a shift differential of ten percent (10%) for all employees for all scheduled hours worked between 10:00 p.m. and 8:00 a.m., with more than one hour of work between 10:00 p.m. and 8:00 a.m.

Section 8
Premium pay shall be provided in the following situations only:
(a) Overtime: For hours “actually worked” over 40 hours per week, payment is to be made in cash at the rate of time and one-half (1½x). For purposes of this Section holidays off shall be considered as time worked.
(b) No premium pay for work performed on a Saturday and/or Sunday.
(c) Holidays worked are to be paid at time and one-half, except for holidays which are school days, i.e., holidays when classes are held. These holidays when worked are to be paid at the choice of the employee either: (a) at straight time, with compensatory time off for all such hours worked, or (b) at the rate of time and one-half (1½ x) with no compensatory time off.
(d) In the event of any inconsistency between this Section and standards imposed by the Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

Section 9
Part-time and/or hourly employees working an average of 30 hours or fewer per week on a regular basis and who have worked 500 hours in the period July 1 to June 30 shall earn leave benefits as follows:

(a) Annual leave shall accrue at the rate of one (1) hour for each eleven (11) hours worked up to a maximum accrual of 210 hours.

(b) Employees hired on or after July 1, 1985, who work at least 20 hours per week shall accrue annual leave as follows:

<table>
<thead>
<tr>
<th>Years in Service</th>
<th>Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the beginning of the employee’s 1st year</td>
<td>1 hour for 22 hours worked</td>
</tr>
<tr>
<td>At the beginning of the employee’s 2nd year</td>
<td>1 hour for 17 hours worked</td>
</tr>
<tr>
<td>At the beginning of the employee’s 3rd year</td>
<td>1 hour for 17 hours worked</td>
</tr>
<tr>
<td>At the beginning of the employee’s 4th year</td>
<td>1 hour for 15 hours worked</td>
</tr>
<tr>
<td>At the beginning of the employee’s 5th year</td>
<td>1 hour for 11 hours worked</td>
</tr>
</tbody>
</table>

(c) Sick leave credits shall accrue at the rate of one (1) hour for each twenty (20) hours worked, with no maximum accrual. Absenteeism shall be governed by the provisions of Article VII, Section 3 (b) of this Agreement. (d) Holiday allowance shall be pro-rated in proportion to full-time allowance. (e) An employee in this category shall not be entitled to benefits in this section unless and until he/she has completed a cumulative total of 4 months of service, interrupted only by breaks in service occasioned by academic breaks.

**ARTICLE VIII - Management Rights**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in each Student Center. It is expressly recognized, merely by way of illustrations and not by way of limitations, that such rights and functions include but are not limited to (1) full and exclusive control of the management of each Student Center, the supervision of all operations, methods, processes, means and personnel by which any and all work shall be performed, the control of the composition, of assignment, direction and determination of the size and type of its work force; (2) the right to change or introduce new and improved operations, methods, means or facilities; (3) the right to determine the standards to be met by employees covered; (4) the right to hire, establish work shifts, establish job classifications, promote, demote, transfer, and lay off employees; and (5) the right to determine the qualifications of employees, and to discipline employees for cause, and otherwise to maintain an orderly, effective and efficient operation.

Notwithstanding the above, each Student Center, or the University shall negotiate with the Union on questions concerning the practical impact that decisions on the above matters have on employees. The terms of this Article shall be subject to applicable law and the provisions of this Agreement.

**ARTICLE IX - Bulletin Boards: College Student Center Facilities**

The Union may post notices on the bulletin boards in places and locations
where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationary, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Student Center premises for meetings during employees’ lunch hour, subject to availability of appropriate space and provided such meetings do not interfere with Student Center or College business.

**ARTICLE X - No Strike Provision**
In accordance with the bargaining laws neither the Union nor any employee shall induce or engage in any strike, slowdown, work stoppage, mass absenteeism, or induce any mass resignations during the term of this Agreement.

**ARTICLE XI - Vacation Schedules**
Vacation leave schedules shall be made by the Student Center Director after consultation with the employees. If all other factors (such as job requirements) are deemed to be equal by the Student Center Director, and two or more individuals requesting a particular period of time, seniority shall govern.

**ARTICLE XII - Itemized Paychecks**
Paychecks issued to Student Center employees shall be itemized.

**ARTICLE XIII - Labor-Management Committee**

Section 1
The College Student Centers and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the College Student Centers covered by this Agreement.

Section 2
Each labor-management committee shall consider and recommend to the College Student Center Director changes in the working conditions of the employees within the College Student Center who are covered by this Agreement. Matters subject to the grievance procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3
Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the College Student Center Director shall designate two members. In addition, a third member representing each College Student Center shall be designated by the Chancellor. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee
shall select a chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the College Student Center Director and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the College Student Center Director in writing.

Section 4
The labor-management committee shall meet at the call of either the Union members or the College Student Center members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

Section 5
The matter of variation in the job specifications for employees in the unit shall be referred to a combined labor-management committee consisting of representatives from each Student Center.

ARTICLE XIV - Nondiscrimination

Section 1
Neither the University, any Student Center, nor the Union shall discriminate with respect to the hours, wages or any terms or conditions of employment of any employee because of sex, race, marital status, age, creed, religion, national origin, disability not related to job duties, color, political belief, sexual orientation, or membership in, or lawful activity on behalf of the Union or a representative Union. Sexual harassment shall be considered discrimination because of sex.

Section 2
The Union agrees that it will admit membership and represent equally all employees in a title covered by this Agreement.

Section 3
Except by Agreement between the University and the Union to the contrary, a grievance alleging a violation of this Article shall not be processed under this Agreement on behalf of any employee who files or prosecutes or permits to be filed or prosecuted on his or her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.

ARTICLE XV - Uniform Allowance
Uniforms, where required, shall be supplied to all employees in the bargaining unit. In Student Centers where uniforms are optional with the Employer, uniforms will be provided only to those employees electing to wear them. An employee
required to work outdoors in foul weather shall be assigned his or her own suitable clothing and/or footwear which may include, if required, a jacket, gloves and insulated boots.

**ARTICLE XVI - Productivity and Performance**

Delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and to maintain a high level of excellence, the parties agree to the following terms:

Section 1

a. The Union recognizes the Employer’s right to establish and/or revise performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms.

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2

a. The Union recognizes the Employer’s right to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervisory positions. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility.

b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

**ARTICLE XVII - Job Security**

Section 1

When retrenchment of employees covered by this Agreement is being considered, the following procedures shall be put into effect:

a. Notice shall be provided to the Union at least ten (10) days before the anticipated effective date of such projected retrenchment, unless the situation is of an emergency nature and requires more immediate action:

b. Within such ten (10) day period, designated representatives of the University and the affected Student Center will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled retrenchment. Among the possible alternative approaches are: 1) the transfer of employees, 2) the use of Federal or State funds to retain or reemploy employees, 3) the elimination or reduction of contracting out, and 4) encouragement of retirement.

c. When layoffs or transfers are required, barring considerations of
special job skills, the following sequence shall govern:
1) Voluntary layoff or transfer, in order of seniority within title.
2) Involuntary layoff or transfer in inverse order of seniority within title.

Section 2
When retrenchment occurs, the Student Center shall provide the Union with a list of employees who were retrenched, and the appointment date used as the basis for seniority.

Section 3
A retrenched employee who is returned to service in the employee’s former title or in a comparable title, shall receive the basic salary rate that would have been received by the employee had the employee never been retrenched, up to a maximum of two (2) years of general salary increases. The period of retrenchment shall not be counted as time creditable for the Municipal Coalition Economic Agreement (“MCEA”) Longevity Increment, but shall not be considered a break in service.

ARTICLE XVIII - Saving Clause
In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.