

American Federation of State, County & Municipal Employees, AFL-CIO

125 BARCLAY STREET • NEW YORK, NY 10007-2179

Telephone: 212-815-1000



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Ms. Jody Pariente
Assistant Vice President of Human Resources
New York Law School
185 West Broadway
New York, NY 10013

Dear Ms. Pariente,

Enclosed please find one fully executed 2015-2018 Collective Bargaining Agreement between Local 154, DC37 and the New York Law School.

Thank you and your staff for completing this round of collective bargaining. We look forward to continuing our work together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michele Trester'. The signature is fluid and cursive.

Michele Trester
Assistant Director

Associate Director

Oliver Gray

Assistant Associate Director

Jahmila K. Joseph

Retirees Association

Rochelle Mangual

c: J. Fernandez
D. Paskin
N. Brooker
S. Miller
M. Santana
File: New York Law School bargaining 2015-2018

*COLLECTIVE BARGAINING AGREEMENT
BETWEEN DISTRICT COUNCIL 37, AFSCME, AFL-CIO AND
NEW YORK LAW SCHOOL
FOR JULY 1, 2015 - JUNE 30, 2018*

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*COLLECTIVE BARGAINING AGREEMENT
BETWEEN DISTRICT COUNCIL 37, AFSCME, AFL-CIO AND
NEW YORK LAW SCHOOL
FOR JULY 1, 2015 - JUNE 30, 2018*

The term of the Agreement shall be July 1, 2015 until June 30, 2018.

I. Union Recognition

Section 1. New York Law School ("the Law School") recognizes District Council 37 AFSCME, AFL-CIO ("Union") as the exclusive collective bargaining representative for the bargaining unit consisting of all permanent full-time clerical unit support employees (hereinafter "clerical staff member") in existing Law School grades 14 and 15 excluding the two (2) positions of Secretary/Grade 15 in the Dean's Department and Human Resources Assistant/Grade 15 in the Office of Human Resources.

Section 1a. Effective July 1, 2003 the Law School will upgrade employees in grade 14 to grade 15 including appropriate adjustments to salary.

Section 2. The Law School agrees that during the term of this Agreement it will not recognize any other union as the representative of the employees defined in Section 1.

Section 3. The Union and the Law School recognize the right of any clerical staff member to freely exercise his/her right to join the Union or to refrain from joining the Union.

Section 4. The Law School shall not interfere with the right of any clerical staff member to become a member of the Union if s/he so desires, and the Law School shall not discriminate against, interfere with, or coerce any clerical staff member because of his/her membership or lack of membership in the Union.

Section 5. The Union shall not discriminate against, interfere with, or coerce any clerical staff member because of his/her membership or lack of membership in the Union.

II. Union Security

Section 1. Any clerical staff member who is a member of the Union on the date this Agreement is signed shall for the term of this Agreement, and as a condition of continued employment, either (i) voluntarily remain a member of the Union in good standing, or (ii) pay a monthly agency fee to the Union.

Section 2. The Union agrees to inform each and all clerical staff members, including new employees, about their legal rights to be either union member in good standing or agency fee payers.

Section 3. Any clerical staff member who is not a member of the Union on the date this Agreement is signed shall, as a condition of continued employment, either (i) voluntarily become and remain a member of the Union in good standing, or (ii) pay monthly agency fees to the Union, beginning not later than the 31st day following the date this Agreement is signed.

Section 4. Any clerical staff member hired after the date of signing of this Agreement shall, as a condition of continued employment for the term of this Agreement, not later than the 31st day from date of hire, either (i) voluntarily become and remain a member of the Union in good standing or (ii) pay monthly agency fees to the Union.

Section 5. Where the Union seeks to enforce this Article, it shall provide the Law School with a written statement indicating that its request to terminate the clerical staff member is based upon the clerical staff member's failure to pay either membership dues or an agency fee that is commensurate with its cost of collective bargaining.

Section 6. The Law School will deduct the monthly dues payable to the Union from the wages of each clerical staff member in the bargaining unit who has become and remains a member of the Union, or will deduct a monthly agency fee from the wages of each clerical staff member who is required by this provision to pay such a fee. Such wage deductions shall only be made in respect of those clerical staff members for whom the Law School receives written authorizations signed by the clerical staff member in a form satisfactory to the Law School and shall be made from the earnings of clerical staff members for each payroll period.

Section 7. The Union will inform the Law School of the amount of Union dues or agency fees which are to be deducted. Any such agency fee will be determined by the Union in accordance with applicable law. The Union undertakes not to change its dues requirements during the life of this Agreement save in accordance with the Union constitution. The Law School will deduct and remit monthly to the Union the current Union dues and agency fees deducted from clerical staff member wages under this provision, with a listing of the clerical staff members concerned and the amounts paid in respect of each. The Union will indemnify and hold harmless the Law School for any action taken or not taken by the Law School in accordance with this Article.

III. Checkoff

The Union shall under Section 6 of Article II, by its Treasurer, certify in writing to the Controller of the Law School the amount of membership dues, assessments, and service charges. The Union shall also supply the Human Resources Assistant Vice President of the Law School with legally-permissible written authorization cards which the Law School will distribute to each clerical staff member covered by this Agreement. Such authorization cards shall expressly provide clerical staff members with the right to revoke their authorizations annually within a specified window period.

IV. Management

Section 1. The operation and management of the Law School and the supervision and direction of the clerical staff members are and shall continue to be solely and exclusively the functions and prerogatives of the Law School, except as expressly and specifically restricted or modified by one or more of the explicit provisions of this Agreement.

Section 2. 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 Law School, and the Law School shall be permitted to continue its existing past practices where not modified in this Agreement. Without in any manner limiting or affecting the generality of the foregoing, the right and power to select and hire all clerical staff members, to discipline or discharge them for cause, to promote them to supervisory positions, 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 not contradictory to this Agreement or existing past practices, and to exercise the other customary functions of the Law School for the carrying on of its business and operations are recognized as vested in the Law School.

V. Non-Discrimination

The Law School is an Equal Opportunity Employer and is proud to extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, creed, color, ethnicity, ancestry, citizenship status, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, national origin, age, disability, HIV/AIDS Status, predisposing genetic characteristics, marital or parental status, alienage or citizenship status, military status, domestic violence victim status, or any other classification protected by local, state, or federal law ("Protected Classification").

Requests for accommodations for disabilities will be handled in accordance with the Americans with Disabilities Act and the Rehabilitation Act. Requests for reasonable adjustments for religious beliefs or practices will be handled in accordance with Title VII of the Civil Rights Act of 1964 and the NYC Human Rights Law. Requests for accommodations should be made to the AVP of Human Resources.

This policy applies to all areas of the academic environment and all phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, termination, use of all facilities, and participation in all Law School sponsored activities.

VI. Bulletin Board

A bulletin board shall be provided in the Staff Lounge for Union notices and posting of vacancies.

VII. Notifications

The Union shall receive notification of all status changes in personnel within the bargaining unit, including such changes as new hires, terminations, promotions, demotions and transfers.

VIII. Issue Resolution

Section 1. Objective:

The administration, faculty, administrative and clerical staff members of the Law School recognize that contributions from each clerical staff member are necessary for the Law School's continued success. A spirit of trust and cooperation between the administration and the clerical staff members is a necessary ingredient to the achievement of the Law School's mission. The success of our mutual relations under this Agreement depends on our commitment to address issues in a fair and responsible way. It is the method we have chosen to expand communications at a reasonable cost. It is a matter of trust and open communication. Through mutual pledges to approach concerns in a problem-solving manner we have established the following procedures for issues that may arise among us.

Section 2. Issues:

There is no limit on the nature of issues that may be referred to this process by the Union or its designees, or by the Law School. The process will be used to advance positive ideas as well as examine work-related disputes. As a general matter, the only qualifications are that the affected person(s) certify the issue as one of genuine concern and thereafter will participate first-hand in its resolution.

Section 3. Non-contractual issues:

Any issue to advance positive ideas or realistic concerns not covered by this Agreement may be submitted to a joint Labor-Management Committee ("LMC") by either party in writing and signed by the clerical staff members and the Union or the Law School.

Section 4. The LMC shall be comprised of three (3) members selected by the Union and three (3) members selected by the Law School. The LMC will meet at mutually agreed-upon times during the workweek to consider such issues submitted in writing, at which time clerical staff members serving on the LMC will be paid their scheduled rates for their work time. District Council 37 designated representatives shall serve on the LMC. Meetings on issues that require additional consideration may be scheduled at convenient non-work times only upon the mutual agreement of all members of the LMC, and if there are clerical staff member designees serving during such meetings they will be paid at their regularly scheduled rate.

Section 5. The objective of such meetings is to provide the Union and the Dean of the Law School with written recommendations for policy and contract improvements. Every effort will be made to arrive at recommendations by consensus. Where consensus cannot be reached, the LMC shall include majority and minority views concerning these recommendations. Although these recommendations are not binding upon the parties, it is mutually agreed that they will be given serious consideration for implementation by all parties involved.

Section 6. Issues arising under the Agreement:

Any issue arising under this Agreement or a written policy or regulation of the Law School affecting clerical staff members shall be raised for consideration under the mediation process by a clerical staff member or group of clerical staff members, the Union, or the Law School using the following procedures.

Step I

An issue should be initially addressed orally between an affected clerical staff member and a supervisor or between the Union and the Office of Human Resources where appropriate, within ten (10) calendar days of the date it arises. The issues need not be reduced to writing, though the dates on which they are reported and alleged to have occurred should be logged by the Law School's Office of Human Resources to assure proper monitoring and prompt resolution.

All parties concerned should make a good faith effort to resolve such issues informally at this stage, and all procedures should commence with this step prior to being considered in mediation under Step II. If an issue is not satisfactorily resolved within five (5) calendar days from the time it is reported, any person or party involved may, within twenty (20) calendar days of the date it arose, refer the issue to the next step.

The Mediation Committee, comprised of three (3) members selected by the Union and three (3) members from the Law School, shall be established at the beginning of the term of this Agreement and its members jointly trained in alternative dispute resolution. The membership of this committee may be changed during the term of this Agreement, though it is to be recognized that continuity and training are important. Clerical staff members shall be paid scheduled rates for their work time spent in training, if held during times that constitute working hours, and meetings during Step II proceedings.

Step II

When an issue is submitted to Step II under these procedures, it should be submitted to a Subcommittee of the Mediation Committee comprised of one member selected by the Union and one member selected by the Law School, chosen for the purpose of being capable of mediating a successful resolution of the issue at this Step.

The Subcommittee shall be charged with reducing the issue to writing, investigating the dispute, and achieving a voluntary agreement between the parties, which agreement then shall be signed by the parties. It is the belief and intention of the parties that most issues presented will be resolved at this stage of the procedures.

If an issue cannot be resolved within ten (10) working days after submission, the research file together with any suggested resolution shall be submitted to the next step. Such issues will be presented to a Mediation Panel by a representative of the Union and a representative from the Law School.

Step III- The Mediation Panel

The Mediation Panel shall be formed to consider issues not resolved at Step II, composed of one member of the Mediation Committee chosen by the Union, and one member of the Committee chosen by the Law School, and a neutral mediator chosen from a panel of neutral mediators jointly approved by the Union and the Law School at the commencement of this Agreement.

The Mediation Panel will be given ten (10) working days after presentation to successfully mediate a resolution to the dispute. It is anticipated that all disputes will be resolved through mediation at this stage.

If agreement is not reached by the parties through mediation, the neutral mediator will issue a resolution that will be final and binding upon all parties involved. If the necessity arises for the neutral mediator to make a final and binding decision, the neutral mediator shall have no power to add or subtract from or to modify any of the terms of this Agreement or of written policy or regulation of the Law School.

Section 7. Clerical staff member discharge cases, not resolved at Step II mediation, shall proceed directly to arbitration. An arbitrator, who is not a member of the Mediation Panel, shall arbitrate discharge cases. The arbitrator will normally be jointly selected through the Federal and Mediation and Conciliation Service, and shall operate under the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes. The neutral's arbitration cost will be jointly shared by the Law School and the District Council.

Section 8. The parties may by mutual agreement extend the time limits referred to in this Article.

Section 9. Decisions rendered under this clause are an award pursuant to the mediation-arbitration process established by this Agreement and not the product of collective bargaining.

IX. Progressive Discipline

Section 1. The Law School shall use a system of progressive discipline for repeated instances of misconduct or poor job performance. The procedures set forth below provide a clerical staff member with an early warning system and an understanding of the consequences of continued misconduct or poor performance. A clerical staff member's supervisor is available for counsel on appropriate job performance and for advice on how to correct his/her problems in job performance. Disputes arising from the procedures outlined in this article may be brought to the Issues Resolution Mechanism contained in Article VII of this Agreement, but clerical staff members shall abide by the progressive discipline procedures outlined in this article while using the Issues Resolution Procedures.

Section 2. In the event of a very serious offense (e.g., theft of Law School property or physical assault), a clerical staff member may be suspended or discharged without warning pending his/her right of appeal under the procedures outlined in the Issues Resolution Article VIII. All clerical staff shall have the right to consult with a Union representative before any disciplinary action is taken and be represented by said representative during the disciplinary process.

Section 3. Oral Reprimand:

When a supervisor and/or department head is dissatisfied with a clerical staff member's job performance or conduct, the supervisor and/or department head is advised to give the clerical staff member an oral reprimand. The supervisor and/or department head should discuss with him/her the nature of the problem, recommend ways for improvement, and explain the consequences for failure to improve. Said reprimand shall not be part of a clerical staff members personnel file.

Section 4. Written Warning:

If a problem persists, a formal step may be necessary involving a written warning to the clerical staff member. The warning should include the following:

- a. Description of the problem.
- b. Names of persons involved.
- c. The dates or periods of time of the problem occurrence.
- d. Possible negative effects of the clerical staff member's poor job performance and/or conduct on his/her job and advancement opportunities.
- e. Information on the prior oral reprimand.
- f. Action taken.

Section 5. A copy of the written warning will be sent to the Office of Human Resources to be placed in the clerical staff member's personnel file and to his/her Union representative.

Section 6. The clerical staff member, in consultation with his/her Union representative, may respond in writing to the written warning and request that the response be placed in his/her personnel file, but the clerical staff member shall acknowledge receipt of written warning by signing and receiving copy of such warning. The clerical staff member should be advised that a possible consequence of continued unsatisfactory performance or conduct may lead to further disciplinary action up to and including termination, but his/her supervisor and/or department head must constructively assist the clerical staff member and allow him/her sufficient time for improvement. If the clerical staff member improves and no other warnings are received, a written warning will be removed from the clerical staff members personnel file after fifteen (15) months. The supervisor and/or department head may send more than one written warning to a clerical staff member prior to suspension or termination, depending upon the circumstances of the situation. Such factors as the relative seriousness of the problem, a clerical staff member's length of service, and the length of time between offenses will be taken into consideration.

Section 7. Suspension:

After a written warning and a reasonable time to improve, continued instances of poor job performance may subject the clerical staff member to a suspension or discharge depending on the severity of the problem. If suspension, with or without back pay is recommended by the Assistant Vice President of Human Resources, the recommendation will immediately be referred to Step II in the Issues Resolution Process before going to Step III.

Section 8. Termination:

If termination is ordered by the Assistant Vice President of Human Resources, with or without a warning, it will immediately be referred to Step II prior to going to arbitration.

X. No-Strike/No-Lockout

During the term of this Agreement, the parties have provided extensive means for discussion of all matters that have a significant impact on clerical staff members and have provided for individual problem resolution procedures including "med-arb" to final conclusion to any matter that involves the interpretation or implementation of the terms of this Agreement. Accordingly, the parties agree that there shall be no-strikes or lockouts or other concerted activities of a disruptive nature during the term of this Agreement.

XI. Hours of Work

Section 1. The normal hours of work shall be 9:00am to 5:00pm Monday through Friday constituting a thirty-five (35) hour workweek. A one hour unpaid lunch period will be included in the workday. Due to the nature of certain administrative departments, a different beginning and ending time may be required. At the discretion of the Law School, and the needs of the specific department, flexible work hours may be arranged, at the request of clerical staff members.

Section 2. All clerical staff members shall be entitled to one twenty (20) minute break in the morning and one twenty (20) minute break in the afternoon the time of which to be determined in consultation with their supervisor. Breaks may not be combined or used at the beginning or end of the day or added on to the lunch period without the approval of the supervisor.

XII. Overtime

Section 1. Clerical staff members will be compensated for work beyond forty (40) hours within the seven (7) day work week in cash at the rate of time and one-half. Hours worked between thirty-five (35) and forty (40) hours shall be compensated at straight time. Overtime must be authorized in advance by the supervisor.

Section 2. All paid time counts toward the calculation of hours toward overtime, except sick leave. Nothing contained in this Agreement shall be construed to require or permit the pyramiding of overtime rates. In other words, overtime shall not be paid on overtime.

XIII. Compensation

Section 1. There shall be across-the-board increases in each year of the contract, as follows, for incumbent employees:

- a. As of July 1, 2015: 3%
- b. As of July 1, 2016: 2%
- c. As of July 1, 2017 2%

1a. A one-time \$1,000 cash payment subject to applicable tax withholdings. Payment payable as soon as practicable after ratification and after the Memorandum of Agreement is signed by all parties. Employees in the bargaining unit who were on payroll in active status, or on an approved leave, as of July 1, 2015 will be eligible to receive the cash bonus.

Section 2. Effective July 1, 2015 the Law School has the following schedule to be implemented in the pay period immediately following the fifth, tenth, fifteenth and twentieth anniversary of employment.

Salary Experience Adjustments:

Grade 15	July 1, 2014	July 1, 2015	July 1, 2016	July 1, 2017
5 years	\$39,000.00	\$40,170.00	\$40,973.40	\$41,792.87
10 years	\$41,000.00	\$42,230.00	\$43,074.60	\$43,936.09
15 years	\$46,000.00	\$47,380.00	\$48,327.60	\$49,294.15
20 years	\$48,000.00	\$49,440.00	\$50,428.80	\$51,437.38

Section 3. Annual salary increases shall be applied to each eligible, clerical support staff member's annual wage rate *before* applying the salary adjustment amounts reflected in the above chart.

Section 4. The minimum and maximum weekly rates for grades 15 shall be as follows:

Grade 15:

As of July 1, 2015: Minimum: \$644.00 per week	Maximum: \$993.00 per week
As of July 1, 2016: Minimum: \$663.32 per week	Maximum: \$1,022.79 per week
As of July 1, 2017: Minimum: \$676.59 per week	Maximum: \$1,043.25 per week

NYLS agrees that any future across the board benefit restorations or across the board wage increases granted to non-representative employees will also be awarded to bargaining unit employees during the time covered by this contract.

XIV. Pension

The Law School shall continue the Teachers Insurance and Annuity Association (TIAA) Retirement Annuity Plans and the Supplemental Retirement Annuity Plan at the rate of contribution in effect as of the signing of the Agreement. The Plan includes the following features: effective January 1, 2014 the New York Law School match will be to 5%. The employee must continue to contribute a minimum elective deferral of 5 percent in order to receive the employer's match of 5 percent.

The newly hired clerical support staff shall become eligible to participate in the Plan on the first day of the month coincident with or following the first day of employment. Matching contributions will occur after the clerical support staff member has obtained one year of service and will be made with the provisions as described above.

Additional information concerning this Plan may be obtained from the Office of Human Resources or from the HR Self-Service Center.

XV. Health Insurance

New York Law School's Bargaining Unit Employees will pay the following medical insurance premium costs effective January 1, 2016 as follows:

- \$36.12 per pay period for EPO Single coverage.
- \$94.14 per pay period for the Family EPO plan, which includes – Employee+Spouse, Employee+Children, Employee+Family.
- \$50.24 per pay period for POS Single coverage.
- \$263.92 per pay period for the Family POS plan, which includes – Employee+Spouse, Employee+Children, Employee+Family.
- Dental and Vision plan costs as of January 1, 2016 will be as follows: Dental \$3.61 per pay period for Single coverage and \$17.03 per pay period for Family coverage. Vision \$0.32 per pay period for Single coverage and \$1.71 per pay period for Family coverage.

Health insurance-Medical, Dental and Vision-Rate increase Cap: During the period of the Contract, health insurance premium for bargaining unit members (as stated above) will be increased in tandem with the employee contribution rates or with a cap of 10%, whichever is lower.

Additional information concerning health insurance may be obtained from the Office of Human Resources and from the HR Self-Service Center.

XVI. Group Life Insurance

The Law School shall continue to provide Group Life Insurance at no cost to clerical staff member's to fund a benefit of two and one-half (2.5) times the annual salary of the clerical staff member. Information concerning the group plan may be obtained from the Office of Human Resources and from the HR Self-Service Center.

XVII. Group Long-Term Disability Insurance

The Law School shall continue to offer a Group Long-Term Disability Insurance Plan. Information concerning this plan may be obtained from the Office of Human Resources and from the HR Self-Service Center.

XVIII. Retirement Plan

Effective January 1, 2014, retirees choosing the NYLS retiree health insurance plan will pay a minimum of 10% of the premium costs.

Bargaining Unit employees hired before July 2, 2007, shall be eligible for the Retiree Medical Coverage Plan. Information concerning this plan may be obtained from the Office of Human Resources and from the HR Self-Service Center.

XIX. Flexible Benefits

The Law School will continue to offer the existing Dependent Care Assistance Plan and the Medical Flexible Spending Plan. The offering of these plans will be altered in accordance with any changes in federal tax laws. Information concerning these plans may be obtained from the Office of Human Resources and from the HR Self-Service Center.

XX. Employee Assistance Program (EAP)

The Law School will continue to offer an Employee Assistance Program (EAP). All employees covered by this bargaining unit shall be eligible to participate in the EAP. Information concerning this plan may be obtained from the Office of Human Resources and from the HR Self-Service Center.

XXI. Tuition Reimbursement

Effective January 1, 2014 Benefits under Section XXI. Tuition Reimbursement as outlined in the Collective Bargaining Agreement dated February 24, 2009 will terminate. Restoration of this Tuition Reimbursement Program may be negotiated as part of this Bargaining Unit's successor agreement.

XXII. Staff Lounge

The Law School shall make available and maintain a staff lounge for the clerical staff. During renovation and expansion of the Law School, the parties shall discuss accommodations in the event of a possible temporary closure of the staff lounge.

XXIII. Sick Leave

Section 1. Clerical staff members shall be credited with a sick leave allowance of twelve (12) days at the beginning of each calendar year. The maximum number of sick leave allowance days permitted to be carried forward is sixty-five (65) days from year to year until separation. Sick leave may be used in units of one hour, which is calculated based on a seven (7) hour workday. Ten (10) days per year of an employee's sick leave may be used for the purpose of dependent care.

Section 2. A clerical staff member absent because of illness must notify his/her supervisor and/or department head as soon as possible. If the clerical staff member cannot contact his/her department, s/he should notify the Office of Human Resources. This enables his/her supervisor and/or department head to arrange for coverage during the clerical staff member's absence.

Section 3. The Law School agrees to adhere to the provisions of the Family Medical Leave Act.

XXIV. Annual Leave

Section 1. Policy:

A clerical staff member is expected to take his/her annual leave days each year. A maximum of ten (10) annual leave days may be carried forward each year. For this purpose, the year in consideration is the calendar year (January 1 - December 31). Annual leave days must be authorized in advance by the clerical staff member's supervisor and/or department head. A copy of this authorization must be sent to the Office of Human Resources.

Section 2. While on leave with pay a clerical staff member shall continue to earn sick and annual leave credits. In order to accrue leave, a clerical staff member must have paid time of fifteen (15) or more calendar days within that month.

Section 3. Annual leave includes vacation and personal days. The Law School shall provide an annual leave allowance to clerical staff members in accordance with the following schedule:

<i>Years of service as of January 1st</i>	<i>Number of days per calendar year</i>
0-2	10
2	12
3	15
4	16
5	17
6	18
7	19
8	20
15	22

The number of days of leave time indicated in the above chart will become available at the beginning of each subsequent calendar year of employment.

Section 4. New Hires

During the first year, or part year, of employment a clerical staff member will accrue leave time at the rate of .833 days per month. Leave days may not be used until the probationary period is completed; if a new clerical staff member is still on probation at the end of the calendar year all leave days will automatically be carried forward.

Section 5. Scheduling:

Supervisors and/or department heads will schedule clerical staff member's annual leave days according to the clerical staff member's wishes. However, the work needs of the department and seniority must be the main criteria. Supervisors and/or department heads are advised to schedule the work load of the department so that a clerical staff member may take his/her annual leave days within the calendar year. Only in an extraordinary situation may a supervisor and/or department head request that a clerical staff member postpone some of his/her annual leave days into the next calendar year. Such requests must be approved in advance by the Assistant Vice President of Human Resources.

Section 6. Flexible Use:

Clerical staff members shall continue to have the flexibility to use leave days for personal time. When authorized in advance by the supervisor, such approval shall not be unreasonably withheld. When taken in the case of a personal emergency, advance authorization is not required, however, a clerical staff member's immediate supervisor must be notified as soon as practicable and in no event later than twelve noon (12N) of that day.

Section 7. Clerical staff members shall be eligible for any legal entitlement under the current law for military leave or jury duty leave.

Section 8. One clerical staff member union representative shall be allowed three (3) hours per week to deal with union business.

XXV. Holidays

Section 1. The following shall be paid holidays at the Law School:

New Year's Day	Labor Day
Martine Luther King, Jr., Birthday	Thanksgiving Day
President's Day*	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day**
Independence Day	Christmas Day
The Law School will assign six (6) additional holidays during each calendar year.	

*In the event that the academic calendar conflicts with the holiday schedule, the Law School will notify the Union of its intentions, if any, to change the holiday schedule. The total number of holidays will remain as listed above. The Law School will inform the Union with as much advance notice as possible.

**If Christmas Eve Day falls on a Saturday or Sunday the School will have the flexibility to use this floating holiday at a different time in the calendar year, such as another summer Friday.

Section 2. In order to be eligible for holiday pay, a clerical staff member must be in active pay status the days before and after the holiday.

Section 3. Clerical staff members who are required to work on a holiday may choose one of the two (2) options as compensation: (i) time and one-half (1.5) of their regular straight time hourly rate for the time worked on the holiday, or (ii) one day off at their regular straight time hourly rate. Pyramiding is prohibited, as stated in Article XI.

XXVI. Bereavement Leave

Section 1. Immediate Family Members:

A paid leave of absence for up to three (3) days is allowed in the case of death in a clerical staff member's immediate family or household. Immediate family and household members are defined as follows:

- a. parent/step-parent
- b. parent-in-law
- c. siblings-in-law
- d. brother/step-brother
- e. sister/step-sister
- f. spouse
- g. child/step-child
- h. grandparent/step-grandparent
- i. grandchild/step-grandchild
- j. any person regularly living in the home of the clerical staff member.

Section 2. If travel outside the country is required, an additional day shall be granted to allow a total of four (4) days.

Section 3. Other relatives:

A clerical staff member may be excused from work with pay for one day to attend the funeral of a relative who is not a member of the immediate family.

Section 4. Exceptions and Extensions:

Exceptions or extensions of leave must be reviewed by the clerical staff member's supervisor and/or department head and the Assistant Vice President of Human Resources.

XXVII. Training

Clerical staff members shall be offered appropriate training for all new technology utilized in the respective job titles. No clerical staff member shall be evaluated on a newly required skill unless s/he has been provided the opportunity for training for that skill.

XXVIII. Probation

Section 1. All new hires will be subject to a six (6) month probationary period to permit a clerical staff member to adjust to the new job and to consider whether s/he wishes to stay at the Law School. It also gives the Law School time to evaluate the new clerical staff member's abilities and progress. The Law School may, at its discretion terminate a new clerical staff member during the probationary period for any reason. Extensions to the probationary period

may be granted by joint agreement between the Union and the Law School. After completion of the probationary period, seniority shall be effective as the original date of employment.

Section 2. During the probationary period, clerical staff members on probation are eligible for sick leave at the rate of one day per month worked. No other leaves, except bereavement leave, may be taken with pay during this period although all leaves shall accrue during this period and become effective upon satisfactory completion of the probationary period.

Section 3. If a clerical staff member is promoted, s/he will be given a three (3) month probationary period to determine if s/he wishes to stay in the new position and whether the Law School determines, for job related reasons, that s/he is qualified. During this period, the clerical staff member will receive the wages applicable to the new position. If either the person promoted or the Law School determines that the clerical staff member should return to his/her previous position, such a transfer shall be made at that persons previous wages, but without loss of seniority or benefits.

XXIX. Seniority

Seniority shall be calculated from the first day of employment upon satisfactory completion of his/her probation.

XXX. Personnel Policies

Section 1. Pay Procedures:

Clerical staff members are paid on a biweekly basis upon timely submission of time sheets to the Payroll Department. Pay checks are issued every other Thursday and cover the two (2) weeks prior to the week in which the payday occurs. When the payday falls on a holiday, clerical staff members will receive their checks on the last prior workday.

Section 2. Clerical staff member identification:

Each clerical staff member is furnished with an official New York Law School photo identification card. This card must be presented to the security officer upon entering the Law School campus facilities. Upon separation from the Law School, the identification card, office keys and other Law School property must be returned to the Office of Human Resources.

Section 3. Confidential Information:

Clerical staff members often work with material of a confidential nature. Acceptance of employment constitutes an agreement by a clerical staff member that subject to all relevant local, state, and federal laws, s/he will keep confidential any information acquired in the course of employment. This Agreement continues to be binding on the clerical staff member after resignation or termination of employment.

Should a situation arise involving the press or media or any other non-routine inquiry from persons outside the Law School, the inquiry is to be brought to the attention of a clerical staff member's supervisor and/or department head. The Office of Marketing and Communications handles such inquiries.

Clerical staff members should note and remember that "The Buckley Amendment," a federal privacy law, prohibits a clerical staff member from divulging to anyone, including spouses and relatives, any information about a student, even seemingly innocuous information such as confirmation of attendance and address.

Section 4. Access to Personnel Records:

The Law School shall maintain a personnel file for all clerical staff members in the Office Human Resources. A clerical staff member who wishes to review the contents of his/her personnel file may request of the Office of Human Resources to review his/her file.

A clerical staff member shall have a right to annually review the contents of his/her personnel file and make copies of evaluation statements. The contents of the file remain the exclusive property of the Law School. Requests by the clerical staff member for copies of file materials for his/her personal use must be made in writing to the Assistant Vice President of Human Resources.

Section 5. Release of Information:

Except as required by law, no information will be released from a clerical staff member's file in response to an outside inquiry other than job title and dates of employment. In the case of a properly served subpoena, however, the Law School will release requested information from a clerical staff member's personnel file. In such instance, the Law School shall make every effort to notify the clerical staff member prior to releasing the information.

A clerical staff member may authorize the release of additional information (e.g. for bank credit, employment reference) by submitting a request to the Assistant Vice President of Human Resources.

Section 6. Telephone Usage:

To minimize interference with the Law School's business, personal incoming and outgoing calls may not be made except in emergencies.

Section 7. Separation from Employment:

A clerical staff member is considered to have separated from employment voluntarily if s/he leaves the Law School for either of the following reasons:

- a. Resignation
- b. Retirement

A clerical staff member who voluntarily resigns or retires is expected to give a minimum of two (2) weeks' notice to his/her supervisor and/or department head.

In the event of separation from the Law School, pay for all earned by unused leave time will be paid to the clerical staff member within two (2) weeks following his/her separation.

Section 8. Severance Pay:

Generally, severance pay will be given according to the following schedule to a clerical staff member who has completed his/her probationary period and is: (i) terminated without cause; (ii)

willing, but unable, after all reasonable accommodations to meet the essential functions of a job that do not pose an undue hardship on the Law School; or (iii) laid off:

<i>Length of Service</i>	<i>Severance Pay</i>
Less than six (6) months	None
Six (6) months to less than one year	One week
One year to less than three (3) years	Two (2) weeks
Three (3) years to less than seven (7) years	Five (5) weeks
Seven (7) years to ten (10) years	Ten (10) weeks

Clerical staff members who have been employed more than ten (10) years receive one week of pay for each additional year of service to a maximum of sixteen (16) weeks.

Severance pay will not be given to a clerical staff member if separation/termination is under the following circumstances:

- a. Termination before completion of the probationary period.
- b. Termination for cause after the probationary period has been completed
- c. Voluntary resignation
- d. Retirement

Severance pay is not given to a clerical staff member who is on disability and covered by Workers' Compensation or disability insurance.

Section 9. Promotions and Posting of Vacancies:

All clerical unit vacancies shall be posted for five (5) working days on the Human Resources Bulletin Board and the Union Bulletin Board (located in the Staff Lounge) prior to public advertisement of a vacancy. All internal candidates shall be considered prior to a job offer being made to an external candidate.

Section 10. Temporary Assignments:

The Law School shall compensate a clerical staff member who works thirty (30) consecutive calendar days or more in a temporary assignment performing duties at a title higher than the clerical staff member's title at the rate of the higher title. Such assignment shall be for a limited time period.

Section 11. Safety & Health:

The Law School shall make every effort to provide a safe and secure working environment.

Section 12. Meal Allowance:

A clerical staff member who works their regular hours of work as defined by Article XI and is requested to remain at work beyond 6:00pm for a particular project will be reimbursed up to \$10 for a meal upon submitting a receipt. No reimbursement will be available when a meal is provided as part of the project.

Section 13. Taxi Vouchers:

The Law School shall provide a taxi voucher to clerical staff members who are required to work until 8:00pm or later.

Section 14. Notary License Fees:

The Law School shall pay the notary license fees of clerical staff members the Law School designates to perform this service as part of their duties.

Section 15. Job Descriptions:

Clerical staff members shall be provided with a copy of their job description. The job description shall be a complete and accurate representation of job duties. Additional ongoing responsibilities to a clerical staff member's position shall be the cause for an evaluation of the position and grade. Copies of all clerical staff member job descriptions shall be provided to the representative of the Union.

Section 16. Interest Free Loan for Personal Emergency

The parties shall continue to discuss restructuring the current "Interest Free Loan" program in a labor-management forum.

Clerical Support Staff shall be eligible for the loan program within the following guidelines:

- a. The maximum loan is the gross amount of one paycheck.
- b. The maximum amount may be borrowed only one time during a twelve (12) month period.
- c. The loan is to be requested from and approved by the Assistant Vice President of Human Resources.
- d. Repayment will be by payroll deduction up to a maximum of 10 pay periods (20 weeks).

XXXI. Video Display Terminal (V.D.T.) Standards

The Union and the Law School shall convene a standing labor-management committee to study the safety, standards, and use of VDT's in the Law School. The committee of equal numbers designated by the Union and the Law School shall make a recommendation for ergonomic and work standards relating to the use of VDT's.

XXXII. Layoffs & Recall

Section 1. For purposes of layoff and recall, seniority shall be the controlling factor, except where operational needs as determined by the Law School shall require otherwise. Where it is anticipated that the operational needs of the Law School may result in the layoff of a clerical staff member out of seniority, the Law School shall provide the Union with two (2) weeks' notice of this fact. The parties shall meet and attempt to resolve the out-of-seniority layoff situation; and failing that within the two (2) week period the matter shall be referred to Issue Resolution under Article VIII of this Agreement.

Section 2. The Law School agrees to follow the provisions of the WARN Act in the case of anticipated reductions.

XXXIII. Other Terms and Conditions

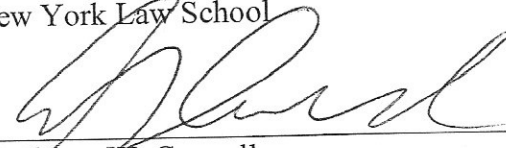
The Union and the Law School have negotiated and agreed upon all clauses set forth in this Agreement. Both parties waive the right to bring up for negotiation or bargaining during the Agreement any items, subjects, or matters expressly included in this Agreement, or other matters fully discussed or consciously explored during negotiations; and further agree that no such items shall be open for bargaining except as provided by this Agreement. The Law School agrees that it will not abrogate other matters of past practice not covered by this Agreement or fully discussed or consciously explored during negotiations without first providing the Union with notice and opportunity to negotiate.

XXXIV. Separability

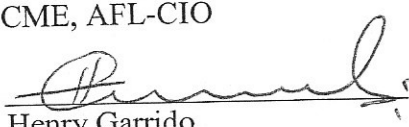
The Union and the Law School understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, and it shall not affect the remaining provisions of this Agreement.

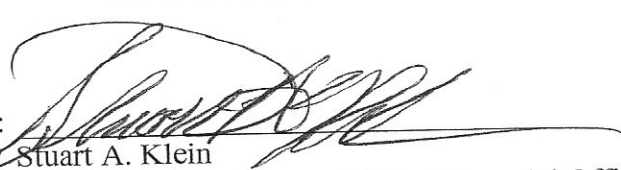
WHEREFORE, we have hereunto set our hands this day as follows:

For New York Law School

By: 
Anthony W. Crowell
Dean and President of New York Law School
Date: 5-5-16

For District Council 37
AFSCME, AFL-CIO

By: 
Henry Garrido
Executive Director
Date: 6-14-16

By: 
Stuart A. Klein
Senior Vice President and Chief Financial Officer
Date: _____


MEMORANDUM OF AGREEMENT, DECEMBER 8, 2015

Having negotiated in good faith, Local 154, DISTRICT COUNCIL 37, AFSCME, AFL-CIO and New York Law School have reached a full and final Memorandum of Agreement as reflected below and is subject to ratification by the bargaining unit and subject to final approval by Dean and President of New York Law School.

- Term of the contract, July 1, 2015 – June 30, 2018.
- NYLS offer for a wage increase over the 3 years of the contract was: July 1, 2015 - 3%; July 1, 2016 - 2%; July 1 2017 - 2%.
- New York Law School will increase the Salary Experience Adjustments by the percentage indicated in the three year wage increase. July 1 2015 - 3%; July 1, 2016 - 2%; July 1, 2017; - 2%
- The minimum and maximum weekly rates for Grade 15 shall increase by: July 1, 2015 - 3%; July 1, 2016 - 2%; July 1 2017 - 2%.
- A one-time \$1,000 cash payment subject to applicable tax withholdings. Payment effective as soon as practicable after ratification and after the Memorandum of Agreement is signed by all parties. Employees in the bargaining unit who were on payroll in active status, or on an approved leave, as of July 1, 2015 will be eligible to receive the cash bonus.
- Effective January 1, 2016, health insurance premiums will be increased by 5% for each plan and effective January 1, 2016 dental and vision premiums remain at the 2015 rates as follows:
 - \$36.12 per pay period check for EPO Single coverage
 - \$94.14 per pay for the Family EPO plan, which includes – Employee+Spouse, Employee+Children, Employee+Family
 - \$50.24 per pay period for POS Single coverage
 - \$263.92 per pay period for the Family POS plan, which includes – Employee+Spouse, Employee+Children, Employee+Family.
 - Dental and Vision plan costs as of January 1, 2016 will be as follows: Dental: \$3.61 per pay period for Single coverage and \$17.03 per pay period for Family coverage. Vision \$0.32 per pay period for Single coverage and \$1.71 per pay period for Family coverage.
- Health Insurance-Medical, Dental and Vision-Rate Increase Cap: During the period of the Contract insurance premiums for bargaining unit members (as stated above) will be increased in tandem with the employee contribution rates or with a cap of 10%, whichever is lower.
- V. EEOC Policy - Update to reflect the new verbiage as instructed by the City of NY.
- XXX. Personnel Policies: Remove the second and third sentences in Section 6 regarding payphones; remove all of Section 7 - Parking.
- All other terms in the existing collective bargaining agreement remain the same, and will be incorporated into the existing agreement.

For New York Law School

For Local 154, District Council 37, AFSCME, AFL-CIO


Stuart A. Klein


Evelyn Seinfeld

Date: 1. 4. 2016

Date: Jan 5, 2016