

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 30-30A- 30B  
AFL-CIO

AND

MARYMOUNT MANHATTAN COLLEGE  
221 EAST 71<sup>ST</sup> STREET  
NEW YORK, NY 10021

TERM OF AGREEMENT

JULY 1, 2024 – JUNE 30, 2026

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This Agreement is by and between the International Union of Operating Engineers, Local 30-30A-30B, AFL-CIO, having their principal place of business at 16-16 Whitestone Expressway, Whitestone, NY 11357 (hereinafter referred to as the "Union") acting on behalf of its members and other employees for whom it is recognized as the collective bargaining agent as defined below, and Marymount Manhattan College (hereinafter referred to as the "Employer" or the "College") having its principal office at 221 East 71<sup>st</sup> Street, New York, NY 10021.

## **Article I – Recognition and Union Security**

1. This Agreement shall be binding on each signatory to this Agreement.
2. The Union is recognized as the exclusive bargaining representative of all full-time and regular part-time employees employed as Engineers, Lead Mechanics, Maintenance Mechanic I's, Maintenance Mechanic II's, Maintenance Mechanic III's, and Apprentices by the College. Where these classifications are represented by the Union, and wherever the word "employee" appears herein it shall refer to all such classifications of employee. Part-time employees are those employees who work less than thirty (30) hours per week. Notwithstanding any other terms herein, part-time employees are not entitled to any benefits, including but not limited to health, pension, vacation, holiday, sick days, etc., nor any limitations on job scheduling or job assignment contained herein, subject to the terms of Article II, section 4(e) below. Employees who regularly work between thirty (30) and thirty-seven and one-half (37.5) hours per week shall receive prorated benefits. This Agreement shall not cover temporary or casual employees.
3. The Employer shall not enter into any agreement contracting for the performance of work and/or for the categories of work heretofore performed by employees covered by this Agreement except within the provisions and limitations set forth below. Notwithstanding the foregoing, and further notwithstanding the terms of paragraph five (5) below, the College may continue to contract out any work or services which have been contracted out prior to the execution of this Agreement without limitation, whether or not such work is of the type covered by this Agreement, so long as the bargaining unit maintains at least four (4) positions, and the College does not increase the size of the workforce outside the bargaining unit performing such work.
4. The College may contract out work of the type covered by this Agreement on a temporary basis if the bargaining unit employees are unable to perform such work due to the nature and requirements of the work, or the unavailability of the bargaining unit employees, either based on the management needs of a particular project, or the operational needs of the College with respect to the bargaining unit employees, or in the event of an emergency, requiring additional persons without regard to the requirements set forth in paragraph five (5) below. However, any full-time employee hereafter hired to perform the work covered by this paragraph who performs that work for more than sixty (60) consecutive days shall be deemed a part of the bargaining unit and covered by the terms of this Agreement.

5. In the event the College seeks to contract out the engineering and maintenance services covered by this Agreement; it shall do so in compliance with the following provisions:

(a) The Employer shall give advance written notice to the Union at least three (3) weeks prior to the effective date of its contracting for such services, and set forth the name and address of the contractor.

(b) The Employer agrees that its employees then engaged in the work covered by this Agreement, which is to be contracted out shall become employees of the initial contractor or any successor contractor and agrees to employ or re-employ those employees then in the employ of the contractor at any time that such contracts are terminated or canceled. This provision shall not be construed to prevent termination of any employee's employment under other provisions of the Agreement relating to illness, retirement, resignation, discharge, or lay-offs.

(c) As a condition of such contracting, the Employer shall require the contractor to become a party to this Agreement.

6. (a) The Employer shall give notice of vacancies in the bargaining unit to the Business Manager of the Union by facsimile. If the Union is unable to supply a qualified person acceptable to the Employer for such opening within ten (10) business days of receipt of such notice, or if the Union waives its right to attempt to supply such a person, or if there is an emergency need to fill the position immediately then the Employer may hire a person sooner. All employees must become members of the Union after the thirtieth (30<sup>th</sup>) day following their employment.

(b) The Employer shall determine, in its sole discretion, the manner of replacing employees absent, on vacation, or a leave of absence. In the event the Employer has at least ten (10) days' advance notice of an employee's absence (e.g., scheduled vacation), the Employer shall contact the Union for a replacement if it elects not to cover the shift on an overtime basis utilizing a bargaining unit employee. The Union shall have five (5) days from time of notice to supply a qualified person acceptable to the Employer for such replacement shift. Should the Union be unable to supply a qualified person acceptable to the Employer within such time, the Employer may then hire a replacement at its discretion.

7. Upon receipt by the Employer of a letter from the Union's Recording Corresponding Secretary requesting any employee's discharge because he/she has not met the requirements of Union membership under the Agreement, the employee shall be discharged within fifteen (15) days of said notice if prior thereto he/she does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge, he/she shall immediately submit the matter to grievance, and if not thus settled, to arbitration for final determination. If it is finally settled or determined that

the employee has not met said requirements, the employee shall be discharged within ten (10) days after written notice of the final determination has been given to the Employer. The Union will hold the Employer harmless from any liability arising from a discharge asked by the Union pursuant to this provision, provided the Employer has done nothing to cause or increase its own liability concerning removal of employees.

## **Article II – Wages, Hours, & Working Conditions**

1. Employees shall be paid in accordance with the scale of wages as set forth on the assent filed hereto.
2.
  - (a) Each Employer agrees to deduct the Union's monthly dues, credit union, and political action deductions, and all legal assessments from the pay of each employee from whom it received written authorization for each such type of deduction and will continue to make such deduction(s) while the authorization remains in effect.
  - (b) Such deductions will be made from the pay for the first (1<sup>st</sup>) full pay period worked by such employee following receipt of the authorization, and thereafter will be made the first payday each month and forwarded to the Union not later than the twentieth (20<sup>th</sup>) day in each and every current month. Such deductions shall constitute trust funds while in the possession of the Employer.
  - (c) If a signatory does not revoke the authorization at the end of a year following the date of the authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.
  - (d) The Employer agrees to use the lawful forms supplied by the Union for check-off. The Union agrees to indemnify and save such Employer harmless from any liability incurred without fault on the part of the Employer by reason of such deduction.
3. Any employee required to replace a higher classified employee due to illness, vacation, or leave of absence for at least one (1) consecutive week shall be paid at the rate of the higher classified employee, which higher rate shall be effective as of the first day of such replacement.
4.
  - (a) The standard work week shall be considered Monday through Sunday at thirty-seven and one-half (37.5) hours per week, consisting of five (5) days of seven and one-half (7.5) hours each, exclusive of a thirty (30) minute unpaid meal period. Overtime shall be paid at the rate of time and one-half (1.5X) the regular straight time hourly rate for all hours worked in excess of forty (40) hours per week. There shall be no split shifts. For purposes of calculating overtime, holidays which fall on a regularly scheduled workday and scheduled and approved vacation days shall count as time worked, but sick days and all other paid time off shall not be counted as time worked. The Employer shall have the right to increase an employee's

standard workweek to up to forty (40) hours per week (but not more than eight [8] hours per day) upon one (1) week's notice to the employee. Employees may be required to punch in and out for lunch.

(b) Every employee shall be entitled to two (2) days off in any seven (7) days. Employees employed as of the date of this Agreement shall be entitled to two (2) consecutive days off in any seven (7) days.

(c) Each workday shall include a thirty (30) minute unpaid lunch period. Such period, at the Employer's option, shall be taken on or off the premises at a scheduled time within two (2) hours of the middle of the shift, and should the Employer opt for on premises, at such suitable place compatible with building needs as may be designated by the Employer. Should an employee be required to take lunch on the Employer's premises, the employee shall be entitled to pay for the lunch period. Should the employee not be allowed to take a thirty (30) minute lunch period, the employee shall be paid at the rate of time and one-half (1.5X) his regular rate for any portion of the lunch period not provided.

(d) The sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days actually worked (i.e., paid days off which count as time worked pursuant to section 4(a) above are not days "actually worked" for the purpose of this subsection) in any week shall be premium days, and any work performed on those days (regardless of whether the employee has worked over forty [40] hours in the week) shall be paid for at the rate of time and one-half (1.5X) the regular straight time hourly rate of pay.

(e) Notwithstanding any other terms herein, part-time employees shall not be eligible for overtime or premium pay unless he or she works in excess of forty (40) hours in a week. In the event the Employer seeks to create a new regular part-time position within the bargaining unit which is less than thirty (30) hours per week, the Employer shall meet with the Union prior to implementing such position.

5. No provision of this Agreement shall be construed as to lower the weekly, daily, or hourly wage of any employee.

6. The Employer may require, subject to the Employee's advance written consent and without cost to the employee, that an employee's check be deposited electronically at the employee's designated bank. The Union shall be notified by the Employer of this arrangement.

7. Call in: An employee called back to work after his normal shift, or called in on a day off, shall be guaranteed a minimum of five (5) hours' pay at time and one-half (1.5X) the straight time hourly rate of pay inclusive of travel time, and may be required to work at least four (4) hours at the Employer's discretion.

### **Article III – Right of Management**

1. The Employer retains the exclusive right to manage the business; to direct, control and schedule its operations and work force, and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised to the extent not otherwise inconsistent with the language of this Agreement. Such prerogatives shall include, but not be limited to the sole and exclusive rights to: hire, promote, lay-off, assign, suspend, discharge, and discipline employees; select and determine the number of employees, including the number assigned to any particular classification; to reassign job duties as necessary without reducing the size of the bargaining unit; and to direct and schedule the shifts of the work force.

2. It is agreed that the employees will cooperate with management within the obligations of this Agreement to facilitate the efficient operation of the building.

3. If, through the grievance procedure or by decision of the Arbitrator, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his former position without loss of seniority or rank, and shall suffer no reduction in salary, and in such event, the Arbitrator shall be empowered to determine whether and to what extent the employee shall be compensated by the Employer for time lost.

#### **Article IV – No Strikes or Lockouts**

1. During the term of this Agreement, there shall be no stoppage of work, strike, sympathy strike, lock out, or picketing in respect to any signatory building, except as provided in Section 2 of this Article. In the event of a violation of this provision by any of the parties to this Agreement, such matter shall be submitted immediately to an Arbitrator for such actions as the Arbitrator deems necessary.

2. (a) If an award against the Employer by the Arbitrator for Welfare, Annuity, Sick Pay, Training, or Pension Fund payment, or a judgment confirming such an Award, is not complied with within two (2) weeks after such award or judgment is sent by registered or certified mail to the Employer at his last known address, the Union may, unless in the case of an award, the Employer has moved in court to vacate said award, order a stoppage of work, strike or picketing in the building involved to enforce such award or judgment, and it may also thereby compel payment of lost wages to any employee engaged in such work stoppage or strike. Upon compliance with the Arbitrator's award and/or judgment and payment of lost wages, the stoppage of work or strike shall cease.

(b) The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end any violation.

#### **Article V – Grievance Procedure**

##### **Section 1. Intent**

The Employer and Union agree to use their best efforts to encourage the informal and prompt settlement of complaints and grievances, which may arise between the Union, the employees and the Employer. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

## Section 2. Definitions

A complaint is a claim by an employee in the bargaining unit, or by the Union, or by the Employer, of improper, unfair, arbitrary, or discriminatory treatment.

Complaints shall be processed through the procedure herein set forth:

A grievance is an allegation by an employee, or the Union, or the Employer, that there has been a breach, misinterpretation, or improper application of a term of this Agreement. Grievances shall be processed through the procedure herein set forth.

## Section 3. Grievance Procedure

An aggrieved employee shall present his grievance within five (5) work days of its occurrence, or such grievances shall be deemed waived by the employee and the Union.

A. The steps set forth below will be followed in the processing of grievances:

Step 1. The employee shall discuss the grievance with his immediate non-bargaining unit supervisor. The employee may request the presence of the Shop Steward to observe and/or discuss the grievance. The immediate non-bargaining unit supervisor shall respond to the grievance within five (5) days of the discussion with the grievant and/or the Shop Steward. If the grievance is not resolved to the employee's satisfaction, the Union may, within five (5) workdays of denial at Step 1, appeal the grievance to Step 2. The Shop Steward shall be permitted a reasonable period of time during his or her work shift to address Union business; however, the Shop Steward will not be paid for time spent on Union business outside his or her scheduled work shift.

Step 2. Grievances appealed to Step 2 shall be reduced to writing. The written grievances must set forth the bases therefore with reasonable particularity, including a designation of the Article of the Agreement relied upon and the remedy requested. The Union representative and the Vice President of Administration and Finance, or his designee, shall within five (5) working days, meet to discuss the grievance. The party against which the grievance is brought will respond in writing to the other party within five (5) workdays of the Step 2 meeting. Any grievance initiated by the Union (as opposed to an individual employee or employees) or by the Employer shall commence in Step 2.

B. If the grieving party is not satisfied with the other party's decision, the Grievance may be taken

to arbitration within five (5) workdays of the receipt of the Step 2 decision.

The party requesting arbitration shall give notice to that effect to the American Arbitration Association. The selection of the arbitrator and the arbitration itself shall be conducted in accordance with the rules of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, or amend the provisions of this Agreement.

The decision of the Arbitrator shall be final and binding upon the Union, the Employer and the employees affected thereby. The arbitrator's fees shall be borne equally by the parties. There shall be a pre-arbitration conference between the Employer and duly authorized Union representative(s) a reasonable period of time prior to any scheduled arbitration.

#### Section 4.

It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement.

#### **Article VI – Savings Clause**

If any provision of this Agreement shall be held to be illegal, or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of the contract.

#### **Article VII – Complete Agreement**

Except as the parties may otherwise mutually agree, and except as set forth below, it is agreed that during the lifetime of this Agreement there shall be no demands for collective bargaining negotiations, as to any matter or issue not covered by the provisions of this Agreement, or for the renegotiation of any of the provisions of this Agreement.

#### **Article VIII – Term of Agreement**

This Agreement shall continue in full force and effect, up to and including June 30, 2024. The Agreement shall automatically renew for one (1) year periods unless either party gives notice at least sixty (60) days before the expiration date, of intent to terminate or seek modification of the Agreement.

#### **Article IX – General Clauses**

##### **1. Disability Benefits Law**

- (a) The Employer agrees to cover the employees under the New York State Disability Benefits Law on a non-contributory basis, whether or not such coverage is required by law.
- (b) The Employer will cooperate with employees in the processing of their claims and any violation by the Employer, including but not limited to the posting of notices or furnishing of forms, shall be subject to grievance and arbitration.

## **2. Unemployment Insurance Law**

The Employer agrees to cover the employees under the New York State Unemployment Insurance Law, whether or not such coverage is required by law.

## **4. Sick Time**

Sick leave is accrued at the rate of one (1) day for each two (2) months worked in the academic year, up to a maximum of six (6) days per year. Notwithstanding the foregoing, any employee employed as of January 1, 2006, shall continue to receive one (1) sick day for each month of service worked in the academic year, up to a maximum of twelve (12) days per year. Unused sick leave may be carried over from year to year but may not exceed sixty (60) days. Current employees whose unused sick leave carryover exceeds sixty (60) days may continue to maintain such leave but cannot add to the carryover so long as such leave exceeds sixty (60) days. During all paid sick leave, all employee benefits will be paid as per Schedule "B", however, the College will not make contributions for any employee benefits for any replacement employee so long as the current employee is having such contributions made on his behalf. A maximum of one (1) sick day per fiscal year will be paid for single days taken immediately before or after a holiday or vacation unless the employee provides medical certification of illness on any additional such days.

## **3. Vacations**

- (a) Every employee employed shall receive each year a vacation with pay as follows:

|                               |                                         |                   |
|-------------------------------|-----------------------------------------|-------------------|
| Employees who have worked for | Hired date to three (3) years .....     | Ten (10) days     |
|                               | Three (3) years to ten (10) years ..... | Fifteen (15) days |
|                               | Ten (10) or more years .....            | Twenty (20) days  |

Vacation shall accrue at the rate of one-twelfth (1/12) of the entitlement per month, commencing on July 1<sup>st</sup>. No employee may take any vacation during the first six (6) months of employment. Notwithstanding the foregoing schedule, no employee shall receive less vacation than he enjoyed in the year preceding this Agreement.

- (b) Vacation wages shall be paid at the rate of pay in effect when the vacation is given and paid during the vacation period unless otherwise agreed to by the College and the employee.

- (c) Employees are entitled to take accrued vacation time and no employee shall be required to accept money in lieu of taking vacation. If the College cancels an employee's vacation, which shall not occur except in extraordinary circumstances, and the College and the employee are unable to agree upon a mutually agreeable alternate date(s) for such vacation, the employee will receive pay in lieu of vacation.
- (d) Employees shall be entitled to take vacation at any time during the year provided such vacation time is approved by and compatible with the proper operation of the College.
- (e) Choice of vacation periods shall be according to College seniority.
- (f) Any employee leaving his job for any reason shall be entitled to a vacation accrual allowance computed on his/her length of service as provided in the vacation schedule set forth above based on the elapsed period from the date of hire to the date of his/her leaving. Any vacation taken but not yet accrued will be deducted from the employee's final paycheck.
- (g) No employee who leaves his/her position of his/her own accord shall be entitled to his/her accrued vacation credit unless he/she gives two week's termination notice to the Employer, in writing.
- (h) The Employer will pay an accumulated unpaid vacation to the designated beneficiary or the estate of a deceased employee.
- (i) All employees will be able to carry over a maximum of one (1) week's accrued vacation into the next fiscal year. Any vacation in excess of one (1) week not used will be forfeited.
- (j) Vacation requests shall be submitted by employees for the calendar year no later than July 1<sup>st</sup> of each year. The Employer shall respond by August 1 of each year. Employees may request a change of vacation once vacation is approved by giving thirty (30) days' advance notice of a desire to change vacation; the Employer shall respond to such request within thirty (30) days thereof. Vacation days may be taken in single days up to a maximum of five (5) such days per year, which must be requested at least fourteen (14) days in advance and approved by the College.
- (k) Current employees who were employed on January 1, 2006, and who are currently enrolled in the College's Life Insurance program, will have their enrollments continued at the current established face value on a noncontributory basis to the employee, so long as the employee remains employed directly by the College. No new employees may participate in said program.

## **5. Personal Leave**

All full-time and regular part-time employees, with a minimum of six (6) months of employment,

may use a maximum of four (4) accumulated sick leave days per fiscal year as personal leave. Personal leave is not intended to supplement accrued vacation leave and may not be added to one's vacation schedule. Any employee seeking to use a personal day or days shall notify the Employer at least one (1) week in advance of the date except in the case of emergency.

## **6. Leave of Absence**

(a) The Employer will comply with the "Family and Medical Leave Act".

(b) Once every five (5) years upon written application to the Employer and the Union, a regular full-time employee who has been employed for five (5) continuous years or more shall be granted a leave of absence not to exceed six (6) months, subject to an extension for a period not to exceed six (6) months in case of bona fide illness or injury, whether or not covered by the New York State Workers Compensation Law. Employees with at least one (1) year of employment may request a leave of absence not to exceed six (6) months, which request shall be determined in the sole discretion of the College. When such employee is physically and mentally able to resume work he/she shall, on one (1) week's prior written notice to the Employer, be then employed with no loss of seniority. The Employer may require a doctor's certification, or at the Employer's election, that the employee submit to a medical examination by a doctor of the Employer's choice, to be paid for by the Employer, to determine ability to return to work. Any such leave shall run concurrently with any FMLA leave, if applicable. There shall be no duplication of benefits for any employee absent or on leave and his/her replacement.

## **7. Holidays**

Regular paid Holiday Schedule:

|                            |                                  |
|----------------------------|----------------------------------|
| New Year's Day             | Martin Luther King Jr's Birthday |
| President's Day            | Memorial Day                     |
| Independence Day           | Labor Day                        |
| Columbus Day               | Thanksgiving Day                 |
| Day after Thanksgiving     | Christmas Day                    |
| Five (5) Floating Holidays | Day during Christmas Week        |

(a) Employees shall receive their regular straight-time hourly rates for the normal working day not worked. Any employee who is required to work on a holiday shall receive, in addition to the above mentioned, at the employee's option, either an alternate day off mutually agreeable to the Employer and employee, or premium pay at the rate of time and one-half his regular straight time hourly rate of pay for each hour worked. If no mutually agreeable alternate date is set within sixty (60) days of the holiday, the holiday shall be paid out at that time.

(b) Any regular full-time employee whose regular day off, or one of whose regular days off, falls on a holiday shall receive an additional day's pay.

(c) Floating holidays shall be personal days designated by the employee at least fourteen (14) days in advance of the day to be taken, subject to the approval of the College to such date, which approval shall not be unreasonably withheld.

(d) In addition to Christmas Day, employees shall receive an additional paid day off during Christmas week, to be determined by the College.

## **8. Family Death**

A regular full-time and regular part-time employee shall be granted bereavement leave following the death of his parent, brother, sister, spouse, child, or current father-in-law, mother-in-law, brother-in-law or sister-in-law, and shall be paid his regular straight-time wages for any of such five (5) days on which he was regularly scheduled to work, or entitled to holiday pay. Request for bereavement leave for any person other than those listed above shall be subject to the College's approval, and will require use of paid leave time to which the employee is entitled under other provisions of this Agreement.

## **9. Medical Check-Up**

Every regular full-time and regular part time employee employed in the bargaining unit for at least one (1) year shall be entitled, upon two (2) weeks' notice to, and approval of the date by, the Employer (such approval not to be unreasonably withheld), to take one (1) day off in each calendar year at straight time pay to visit a diagnostic clinic operated by the Welfare Fund under which he/she is covered or, if none, to visit such other clinic or physician of his choice for reason of medical check-up. To receive payment for such day, the employee shall exhibit a signed statement from the clinic or physician.

## **10. Reducing Force**

In reducing force, Employers are required, in addition to their accrued vacation credits and termination pay, if any, to give employees who have been employed for one (1) year at least two (2) weeks' notice of lay-off or discharge, or in lieu thereof, an additional two (2) weeks' pay. In addition, the Union shall also be given at least two (2) week's advance written notice.

## **11. Jury Duty and Court Appearances**

All regular full time and regular part time employees performing jury duty shall receive his or her full pay less jury duty compensation, up to a maximum of four (4) weeks of such service during the term of this Agreement. An employee who is released from jury duty or a court appearance during

working hours is expected to report for work that day. Any employee serving jury duty or having a court appearance must provide certification of attendance and completion of such service upon return to work.

## **12. Change of Employer**

The Employer shall if possible, give the Union at least twenty (20) days advance notice of any change of Employer.

## **13. Pyramiding**

In no event shall there be any pyramiding of overtime pay, holiday pay or any other premium pay. Where more than one of the aforesaid overtime, holiday or other premium pay are applicable, then compensation shall be computed on the basis giving the greater amount.

## **14. Trial Period**

All newly hired employees shall have a sixty (60) day trial period, which period may be extended for an additional thirty (30) days upon written notice by the Employer. Employees shall not be entitled to benefits (other than holidays) during the initial sixty (60) days of employment; however, if the employee successfully completes the trial period, seniority for purposes of subsequent benefits shall be retroactive to the date of employment. Contributions to any multi-employer benefit funds provided herein shall commence on the first day of the month following completion of thirty (30) days of employment. Coverage under the Local 30 Welfare Fund shall commence on the first day following completion of thirty (30) days of employment.

## **15. Seniority**

(a) For the purpose of lay-offs, decrease of the working force, and recall to work of employees who have been laid off, consideration shall be given to the employee's length of service in the particular classification of work and to the employee's ability to perform the work involved. Where factors other than length of service are relatively equal, an employee with the greatest length of service shall be given preference. Employees laid off thru no fault of their own for a period of less than one year shall be recalled in the order of seniority, to fill vacancies in the bargaining unit as they occur, so long as the employee is qualified to perform the work of the vacant position, and the recalled employee must report to work within forty-eight (48) hours of notification to the employee by the College.

(b) All seniority shall be from the date of hire at the College.

## **16. Sanitary Arrangements**

Adequate sanitary arrangements for employee shall be maintained, and the Employer for the use of every employee thereto shall furnish an individual locker and key. The Employer shall supply soap, towels and washing facilities for all employees (however, such facilities shall not necessarily be exclusively for the bargaining unit employees).

#### **17. Uniforms and Other Apparel**

Uniforms (five sets) shall be supplied. (Sets are to include winter apparel). The College will provide a new pair of safety shoes each year; upon prior approval, the College will reimburse the cost of employee purchase of shoes up to one hundred and seventy-five dollars (\$175.00). In the event safety shoes become unusable due to damage caused on the job, the College will provide a new pair during the year.

#### **18. First Aid Kit**

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all Employees.

#### **19. Bulletin Board**

A bulletin board shall be furnished by the Employer for Union announcements and notices of meetings in a location accessible to employees to be determined by the Employer.

#### **20. Union Insignia**

Employees may wear a Union insignia pin or patch while on duty, provided that such insignia do not interfere with or block College or individual identification appearing on the uniform.

#### **21. Employment and Discrimination**

There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Code.

#### **22. Tools**

Employees are not responsible to provide tools, equipment, uniforms, or other apparel necessary for the job, which shall be furnished by the Employer. Employees shall be responsible for the loss of any tools, equipment, uniforms, or other apparel issued to them by the Employer, provided that the Employer provides a secured locker facility for the storage of such tools, equipment, uniforms, or

other apparel between uses.

### **23. Hazardous Work**

In accordance with the requirement of the Occupational Safety and Health Act of 1970, it shall be the responsibility of the Employer to ensure the safety of its employees and monitor compliance by them with any safety rules contained herein or established by the Employer. Nothing in this agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs. Any claim regarding hazardous work or safety issues shall be subject to grievance and arbitration hereunder.

### **24. Shop Steward**

There will be one (1) Shop Steward appointed by the Union and this steward will have super seniority as to layoffs only, provided, if the position requires a license or certificate, that the Shop Steward possesses that license or certificate. The Shop Steward shall be entitled to take one (1) day with pay each year for shop steward training by the Union upon thirty (30) days' advance notice by the Union.

### **25. Military Leave**

The Employer shall comply with all laws concerning the employment of reservists or members of the National Guard.

### **26. Tuition Remission**

All regular full-time and regular part-time employees who were employed as of September 1, 2005 will continue to receive benefits of the College tuition remission program for themselves and their eligible dependent immediate family members, so long as the College remains the Employer hereunder.

### **27. Voluntary Political Action Fund Deduction**

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted monthly to the Union by a check payable to "I.U.O.E. Local 30 P.A.C Fund".

### **28. Credit Union**

Providing that a valid ABA banking number is provided to the Employer, the Employer agrees to check-off from each employee's pay such amount of money as is designated by the employee on a signed authorized payroll deduction form, to the Northeastern Operating Engineers Federal Credit Union ("Credit Union"). The "Direct Deposit Authorization" form will be supplied to the Employer by the aforementioned Credit Union. The designated amount shall be deducted on a biweekly basis and will be forwarded to the Northeastern Operating Engineers Federal Credit Union, 16-16 Whitestone Expressway, Whitestone, NY 11357, on or before the tenth (10<sup>th</sup>) day of the following month for which monies are deducted.

## **29. Licenses**

Employees will receive, effective July 1, 2012 and thereafter, a one (1) time annual salary increase of two hundred dollars (\$200.00) (to be added to the employee's hourly wage at the rate of an additional ten cents [\$0.10] per hour [\$200.00 divided by 1950 hours]), if while employed at Marymount:

- (a) the employee has obtained one (1) or more of the following licenses, or,
- (b) if the College hereafter requests that the employee obtain, and the employee does obtain, one (1) or more of the following licenses/certificates of fitness (however, this increase shall only apply once, upon initially obtaining said license while employed at Marymount, and shall not apply to licenses obtained while employed elsewhere or any renewals of such licenses):

- F-94 Fire Guard
- G-35 Air Compressor
- F-98 Standpipe Sprinkler/ Gravity Tank
- F-99 Standpipe Sprinkler/ City Main
- S-95 Supervision of Fire Alarm Systems
- F-90 Interior Fire Poll/ Maintenance
- CFC Certificate
- Fire Safety Director

The hourly increase will be added to the employee's red circle hourly wage rate as of July 1, 2012 (for licenses obtained pursuant to [a] above), or upon being requested and obtaining a license on or after July 1, 2012; again, there would be no increase for renewing any such licenses.

Employees may be required, where reasonably necessary for the position, to obtain a particular license.

## **30. Charter Day**

Beginning with Charter Day 2012, longtime service to the College will also be recognized

monetarily. The eligibility formula and amount for longevity bonuses will be calculated based on hiring days which translate into employees achieving milestone anniversaries during the calendar year immediately preceding the award.

These are as follows:

10 year - \$750.00  
15 year - \$1,000.00  
20 year - \$2,500.00  
25 year - \$3,000.00  
30 year - \$3,500.00

### **31. Visitation Clause**

A representative of the Union shall have reasonable access to the College, upon reasonable advance notice to the Vice President of Administration and Finance or the Director of Human Resource, or their designees, at a mutually agreeable location and time, for the purpose of conferring with the employees covered by this Agreement, and for the purpose of administering this Agreement. Such visits shall not interfere with the operation of any department or office.

### **32. IUOE International Training Center**

The International Union of Operating Engineers has built a new advanced training center and is offering specialized training to all members at no cost to the members. The Union shall provide a list of courses available. Upon management's approval, bargaining unit employees shall be given up to seven and a half (7.5) hours off per year with pay, with a second seven and a half (7.5) hours subject to supervisor approval based on the College's needs, to attend training. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

### **33. Meal Allowance**

Employees required to work more than twelve (12) consecutive hours shall be entitled to a fifteen-dollar (\$15.00) meal allowance.

### **34. Emergency Closing**

In the event of an emergency closing of the College, there will be no loss of pay in the week in which the closure occurs; the parties agree to meet to discuss any further paid time during the closing beyond the first week of the event of closing upon each such occurrence.

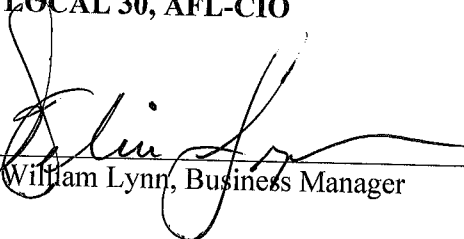
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

MARYMOUNT MANHATTAN COLLEGE



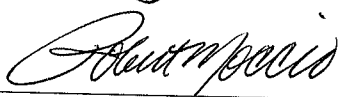
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INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 30, AFL-CIO



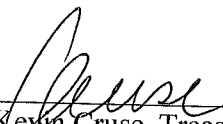
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William Lynn, Business Manager



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Robert Moccio, President



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Kevin Cruse, Treasurer



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Sean Brown, Business Representative

## Schedule "A" – Wages

### Marymount Manhattan College

The minimum hourly wage for each classification shall be as set forth below:

| Classification           | <u>Effective</u><br>7/1/2024         | <u>Effective</u><br>7/1/2025         |
|--------------------------|--------------------------------------|--------------------------------------|
| Lead Mechanic            | \$35.40                              | \$36.46                              |
| Engineer                 | \$38.77                              | \$39.93                              |
| Maintenance Mechanic III | \$30.57                              | \$31.49                              |
| Maintenance Mechanic II  | \$28.59                              | \$29.45                              |
| Maintenance Mechanic I   | \$25.68                              | \$26.45                              |
| <b>Red Circle Rates</b>  | <b><u>Effective</u><br/>7/1/2024</b> | <b><u>Effective</u><br/>7/1/2025</b> |
| Juan Vazquez             | \$42.54                              | \$43.82                              |
| Russel Major             | \$30.59                              | \$31.51                              |
| Isidro Bentos            | \$25.75                              | \$26.52                              |
| Albeiro Salazar          | \$29.73                              | \$30.62                              |
| Elvis A Vidal-Tiburcio   | \$26.53                              | \$27.33                              |
| Sergio Vazquez Lillo     | \$26.53                              | \$27.33                              |
| Fidam Demirovic          | \$33.02                              | \$34.01                              |
| Daniel Irizarry          | \$36.59                              | \$37.69                              |

## **Schedule "B" – Trust Funds**

### **Marymount Manhattan College**

1. The Employer agrees to contribute to the following Trust Funds in the amounts specified below for each employee covered by this Agreement. All contributions shall be based on a maximum of forty (40) hours per week.

**Pension** "Joint Industry Engineers Union Local 30 Pension Trust Plan"

| <u>Effective Date</u> | <u>Contribution Rate</u> |
|-----------------------|--------------------------|
| 7/1/2024              | \$1.60 per hour paid     |
| 7/1/2025              | \$1.75 per hour paid     |

**Welfare** "Engineers Union Local 30 Trust Fund"

| <u>Effective Date</u> | <u>Contribution Rate</u> |
|-----------------------|--------------------------|
| 7/1/2024              | \$14.35 per hour paid    |
| 7/1/2025              | \$14.70 per hour paid    |

**The above contribution shall include a pre-paid legal service fee of \$8.00 per month, which shall go towards Engineers Union Local 30, Group Legal Services.**

**Annuity** "Operating Engineers Local 30 Annuity Fund"

| <u>Effective Date</u> | <u>Contribution Rate</u> |
|-----------------------|--------------------------|
| 7/1/2024              | \$1.00 per hour paid     |
| 7/1/2025              | \$1.05 per hour paid     |

**ISF** "Industry Stabilization Fund"

| <u>Effective Date</u> | <u>Contribution Rate</u> |
|-----------------------|--------------------------|
| 7/1/2024              | \$0.10 per hour paid     |
| 7/1/2025              | \$0.12 per hour paid     |

**Apprentice Training** "Joint Stationary Engineers Apprentice Training Fund"

| <u>Effective Date</u> | <u>Contribution Rate</u> |
|-----------------------|--------------------------|
| 7/1/2024              | \$0.34 per hour paid     |
| 7/1/2025              | \$0.34 per hour paid     |

### **Schedule "C" – Apprentice Program and Schedule**

The parties agree upon an Apprentice Program and Schedule as follows:

Apprentices shall be subject to a probationary period of six (6) months, and shall receive credit for this time. During this period the Employer and the members of the Stationary Engineers Training Committee will carefully observe the actions and behavior of the Apprentice to determine the advisability of his continuing in the trade. If the Apprentice fails to apply himself, seems unwilling or unable to adapt himself to the conditions of the trade, he shall be disestablished from the Apprenticeship before the expiration of the probationary period.

The Committee shall impress upon each apprentice, that by signing the Agreement, he has voluntarily agree to abide by the provisions of the Standards and that the Apprentice has the following obligations and responsibilities:

- (a) Perform faithfully and diligently the work of stationary engineer or maintenance mechanic plus other pertinent and related duties as assigned by the Employer in accordance with these standards.
- (b) Respect and protect equipment, machinery and property of the Employer and to abide by standard operating procedure. Abide by the working rules and regulations of the Employer, Union and Committee.
- (c) Attend regularly and complete satisfactorily the required hours of Related Instruction as provided in these Standards.
- (d) Maintain records of Work Experience and Training received on the job and in Related Instruction as provided in these Standards.
- (e) Develop safe, efficient work habits and to conduct himself at all times in a manner assuring his own safety and that of his fellow workers.
- (f) Work for the Employer to whom assigned to the completion of his Apprenticeship, unless his Agreement is terminated by the Committee.
- (g) To conduct himself at all times in a creditable, ethical and moral manner befitting a Stationary Engineer, realizing that much time, money and effort is spent to afford him the opportunity to become a skilled craftsman
- (h) No apprentice may remain in the title longer than forty-two (42) months. Upon completion of forty-two (42) months the apprentice may be promoted to a higher classification within the bargaining unit or returned to the Union and a new apprentice will be sent from the Union to start at the minimum starting salary.

The Employer and the Union agree that the rate of hourly pay for the apprentice or apprentices shall be:

| <b>Starting Salary &amp; Period of Apprenticeship</b> | <b>Maximum Review Increases</b> |
|-------------------------------------------------------|---------------------------------|
| Minimum Starting Hourly Wage                          | \$15.00                         |
| Alter first six (6) month of employment               | +5%                             |
| After second six (6) months of employment             | +5%                             |
| After third six (6) months of employment              | +5%                             |
| After fourth six (6) months of employment             | +5%                             |
| After fifth six (6) months of employment              | +5%                             |

Percentage wage increases for said apprentice shall be based upon classroom participation, grades, work performance, attitude and attendance.

Upon granting said raises, the Union and Management shall meet to discuss the performance of said apprentice. If the apprentice fails to meet the desired standard, he may not qualify for said percentage increase.

Apprentices shall receive annual contract increases as defined in Schedule "A" of this contract.