COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 30

AND

NYU TANDON SCHOOL OF ENGINEERING

TERM OF AGREEMENT

JULY 1, 2015 - JUNE 30, 2021
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This Agreement entered into this 15th day of July, 2016 by and between NYU Tandon School of Engineering (hereafter the "University" or "Employer") and Local 30 Operating Engineers (hereafter "Local 30"), for and on behalf of itself and the employees now employed by the University in the bargaining unit hereafter defined.

UNION STATUS AND RIGHTS

1.1 Recognition and Bargaining Unit

The University recognizes Local 30 as the exclusive negotiating representative of the bargaining unit consisting of maintenance workers as described in State Labor Relations Board notice, June 26, 1970. Employees within the bargaining unit are hereafter referred to as "employees".

1.2 Union Security

a. All present employees in the bargaining unit, and those who in the future enter the bargaining unit, shall join the Union by the ninetieth (90th) day following the effective date of this provision, whichever is later, and continue to remain members of the union in good standing as a term and condition of employment.

b. The Union agrees to hold the Employer harmless from any liability arising from the discharge of any employee at the request of the Union.

1.3 Dues Deduction

a. The Employer will deduct from the wages of each employee for whom it has received a currently effective written authorization, executed by such employee, union dues and initiation fees in the amounts as certified in writing by the Union and will forward quarterly such deductions to the office of the Union.

b. 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 transmitted monthly to the Union by a check payable to “I.U.O.E. Local 30 P.A.C Fund”.

c. Northeastern Engineers Federal Credit Union: the Employer agrees to check-off sums of money to the Northeastern Engineers Federal Credit Union form #5. The union is responsible for providing the employer with the signed Deduction Form. When filed with the employer, the designated amount shall be forwarded to the Northeastern Engineers Federal Credit Union, 115-06 Myrtle Avenue, Richmond Hill, NY 11418 on monthly basis and/or on before the 10th day of the following month for which monies are deducted.
1.4 Shop Steward

a. The Employer will be notified in writing by the Union of name of the Shop Steward, and of any outside Union Representative authorized to administer this Agreement on behalf of their Union, and shall recognize no others.

b. The Shop Steward shall head the seniority list (super-seniority) in his/her occupation while in office.

c. One (1) day off per calendar year shall be granted to the Shop Steward for the purpose of attending Specialized Shop Steward Training classes offered by the Local Union. Shop Steward shall give two (2) weeks prior notice to the employer of the training date.

1.5 Visitation

Upon reasonable notice to the Human Resources Director or his/her designee, a representative of the Union shall have access to the University during working hours for the purpose of investigation, settling disputes, or to conduct other Union business. The Union representative will endeavor not to interfere with the University's normal operations and will minimize any interruption of working time for the conduct of such business.

1.6 Union Activity Time

The Shop Steward and other Union representatives as authorized in 1.4 shall be permitted to transact official union business directly related to the administration of this Agreement on campus, but at times and places that shall not interfere with or interrupt the activities of the Employer or the individual employment duties and responsibilities of any employee, whether or not covered by this Agreement.

1.7 Leave of Absence - Union Business

Leave of absence shall be granted to any employee covered by this Agreement, upon his/her acceptance of a full time position or office in the Union. Upon his/her discontinuance of such position, he/she shall thereupon be entitled to reinstatement with uninterrupted seniority.

1.8 Bulletin Board

The Employer shall furnish a bulletin board at each time clock exclusively for Union announcements and notices. No communication posted or otherwise distributed on campus shall tend to impugn the good name, justly or unjustly, of any person or group.

1.9 Work Responsibility

The University recognizes the Union's responsibility for the performance of maintenance work. It is the intention of the university to support the union in its right to have first claim on any such work, which must be performed. Therefore, the University shall take every reasonable step to insure that any such work is not performed by members of the University staff, faculty or students, who are not members of Local 30. The Union recognizes its responsibility to inform the University through proper channels, of
any violation of this principle.

1.10 Subcontracting

The Employer hereby agrees to immediately notify Local 30, I.U.O.E. of its intent to subcontract any work normally considered to be within the Union's jurisdiction.

EMPLOYEE STATUS RIGHTS

2.1 No Discrimination

There shall be no discrimination in hiring, promoting, advancing, or assigning to jobs, or in any other terms or conditions of employment, because of sex, age, race, religion or creed, color, national origin, disability, veteran status, marital status, sexual orientation, citizenship status or union membership.

2.2 New Employees

a. The Employer may hire employees from whatever source it desires, but in the case of vacancies occurring during the period of this Agreement, it will notify the Union of such vacancies. And afford the Union equal opportunity to supply applicants for such vacancies.

b. No applicant shall be required to pay a fee for securing employment.

c. All Engineers hired after the date of July 1, 2000 shall be required to have the Refrigeration Machine Operator's License to qualify for the position.

d. Upon ratification of this Agreement, the Company agrees to hire two (2) Apprentices from the International Union of Operating Engineers, Local 30 Apprenticeship Training Program, in lieu of refilling vacant painter positions. (See Schedule “C”.)

2.3 Temporary Employees

The University may, from time to time, hire temporary employees for a period of sixty (60) days of actual work during periods of peak work loads. The University may extend the assignment of a temporary employee for an additional sixty (60) days by submitting a request for such extension to the Union, whose approval will not be unreasonably withheld. After such additional sixty (60) days of actual work, such temporary employees shall be severed from the employ of the University or shall become regular employees and as a condition of such regular employment within ten (10) working days become and remain members of the Union in good standing.

2.4 Probationary Period

a. The first ninety (90) days of employment shall be a trial period during which the employee may be discharged without recourse by the employer or the Union.

b. Days absent from scheduled work shall not be counted in computing the length of the trial period.
2.5 Seniority

1. Seniority shall be measured by length of continuous uninterrupted employment at the University.

2. Seniority shall govern transfers and shift assignments when ability and qualifications of employees are equal.

3. Overtime shall be rotated among employees by seniority when ability and qualifications are equal. The determination of ability and qualifications is to be the responsibility of either the Director of Facilities Management or the Facilities Manager in relation to the Facilities Management Department. Employees are assigned to a particular building by seniority when ability and qualifications are equal. After all full-time employees assigned to a particular building have been given the opportunity to perform overtime work and have declined the overtime work; the following program shall be followed:

   i. A University wide overtime list shall be established, by job classification.

   ii. The overtime list shall be composed of employee volunteers who shall be listed within job classification in order of University seniority on a rotating basis.

   iii. Local 30 shall designate a representative and shall give his name to the Director of Facilities.

   iv. The Local 30 representative shall be afforded a reasonable time to fill overtime positions from the University-wide overtime list within applicable job classifications.

   v. Should the Local 30 representative be unable, within a reasonable time, to fill the overtime position, then the University shall have an unrestricted right to fill the position with either full or part-time employees.

4. The University shall establish and maintain up-to-date seniority lists, which shall be made available to Local 30 and centrally posted. New employees shall be added to the seniority list upon completion of their probationary period.

5. Full-time employees shall be given preference over part-time employees to perform work on a premium day when ability and qualifications are equal.

6. The Director of Facilities Management or the Facilities Manager shall have the right to assign, when necessary, working section chiefs to supervise overtime work regardless of their positions on the overtime list.

2.6 Seniority Computation

a. Seniority for employees in the bargaining unit as of September 1, 1970, was established in order of current date of hire.

b. Seniority for new employees shall be in the job classification for which hired as of the first day worked.
c. The last person to enter a job classification shall be the first person to be laid off from the classification in a general reduction in force due to an economic layoff, provided the more senior employee is then qualified to perform the work.

d. An employee will lose seniority by:

1. Voluntarily quitting employment;
2. Discharge for cause as provided below;
3. Involuntary layoff in excess of one (1) year or in excess of period of employment if less than one (1) year.
4. Failure to report for work within one (1) week of a recall offer.
5. Leave of absence (except for Union business as provided herein) in excess of one (1) year.

2.7 Transfers, Promotions and Reclassifications

1. All openings for promotional positions and other positions paying a salary differential shall be publicized through a personnel bulletin, and all qualified applicants shall be given adequate opportunity to make application for such position.

Notifications of openings are to be posted on bulletin boards within the buildings.

It shall be the guiding philosophy that the interests of the University are best served by obtaining the most qualified person available to fill each position. When, in the opinion of the Administration, all factors are substantially equal, preference will be given to qualified applicants already employed within the school.

2. Regular employees promoted or reclassified, or transferred to a higher paying job title shall be granted an increase in salary and placed on the salary of the new classification which shall provide an increase next above the salary paid before the promotion, reclassification or transfer. There shall be no loss in accumulated sick leave or in vacation entitlement.

3. Employees temporarily transferred to a higher paying job title for a period in excess of thirty (30) calendar days, shall beginning with the thirty first (31st) calendar day, be paid at the rate of the higher paying job title, including foreman, the amount of pay to be pro-rated where applicable.

4. Employees temporarily transferred to a lower paying position shall continue to be paid the higher rate of pay of the old position. Thereafter, no salary increment or increase shall be paid until accumulated increments and increases exceed the higher rate of pay in effect at the time of transfer. There shall be no loss in accumulated sick leave or vacation entitlement.

5. When non-union employees of the University are transferred into the bargaining unit, their University seniority will transfer with them for purposes of determining fringe benefits, however, they will not receive seniority credit in the event of layoff.
2.8 Employee Protection

a. No post-probationary employee shall be discharged except for just cause.

b. In the event of a discharge, the Employer shall give notice in writing to the Union of the reason(s) and the Union shall have seven days from receipt of such notice to submit the matter to arbitration as provided herein.

c. When an arbitrator determines that an employee has not been discharged for just cause, adjustment of the grievance shall include reinstatement, and such compensation for the time lost as may be agreed upon or directed by arbitrator.

PAY AND HOURS (See Schedule "A")

3.1 Wages

a) Each employee on payroll as of the effective dates indicated shall receive the following percentage increase in his/her base pay:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2015</td>
<td>2.5%</td>
</tr>
<tr>
<td>July 1, 2016</td>
<td>2.5%</td>
</tr>
<tr>
<td>July 1, 2017</td>
<td>2.5%</td>
</tr>
<tr>
<td>July 1, 2018</td>
<td>2.5%</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>2.5%</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

See Schedule “A” for current salary.

b) Effective July 1, 2000, the following lump sum bonus payments (not to be included in the wage rates) shall be paid: (See Schedule “D”)

<table>
<thead>
<tr>
<th>Event</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>On an employee's fifth anniversary</td>
<td>$250.00</td>
</tr>
<tr>
<td>On an employee's tenth anniversary</td>
<td>$500.00</td>
</tr>
<tr>
<td>On an employee's fifteenth anniversary</td>
<td>$700.00</td>
</tr>
<tr>
<td>On an employee's twentieth anniversary</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

If an employee achieves more than one employment differential during the life of this agreement, the employee will be entitled to first the base increase and then the difference to the higher plateau once the more senior criteria is reached.

c) All employees will be paid wages on a weekly basis.
d) Certificate of Fitness Holder: Employee is eligible for payment of ten dollars ($10.00) per work week for each of the valid, active Certificate of Fitness, held by the employee; provided such Certified is a job requirement as according to his or her position to the State of New York applicable law and regulations.

3.2 Hours of Work

a. The regular work week is five (5) consecutive regular work days followed by two (2) consecutive days off, except the boiler room operation.

b. All members of the unit will work a thirty-five (35) hour week, seven (7) hours/day, exclusive of a one-half (1/2) hour lunch period. Beginning on or about October 3, 2016, all members of the unit will work a forty (40) hour week, seven and a half (7.5) hours a day, with a thirty (30) minute paid meal break, during which the employees are required to remain in the immediate vicinity of University premises with radios on their person and turned on.

3.3 Wash-Up

Employees shall be granted a five (5) minute wash-up period immediately prior to the end of the work day.

3.4 Work Schedules

Changes in the working hours or working days of any shift will be made only after notification to and opportunity for discussion with Union, except in emergencies. The Union may protest such changes through the grievance procedure, including arbitration.

3.5 Overtime

a. All time worked in excess of seven (7) hours on a regular work day and all time worked on an employee’s sixth (6th) work day shall be paid at one and one-half times (1.5x) the employee’s straight time hourly rate provided that the employee has worked on all prior regular work days or has been on a pre-approved planned holiday, vacation day or personal day. Beginning October 3, 2016, all time worked in excess of eight (8) hours on a regular work day and all time worked on an employee’s sixth (6th) work day shall be paid at one and one-half times (1.5x) the employee’s straight time hourly rate provided that the employee has worked on all prior regular work days or has been on a pre-approved planned holiday, vacation day or personal day.

b. All time worked on an employee's seventh (7th) work day shall be paid at twice (2x) the employee's straight time hourly rate provided that the employee has worked on all prior regular work days or has been on a pre-approved planned holiday, vacation day or personal day.

3.6 Call-In Pay

Any employee who has already left the premises of the Employer and is then called in to work on a day that the employee was not previously scheduled to work, shall be paid at least the equivalent of four (4) hours at twice (2x) the employees straight time hourly rate for such time worked.
3.7 Call-Back Pay

Any employee, who has already left the premises of the Employer and is then called back to work that day, shall receive the equivalent of at least two (2) hours at twice the employee's straight time hourly rate. This provision does not apply to a request for early report on the next regular work day, and cannot be used to reduce regular work hours.

3.8 Holidays

a. The following shall be holidays with seven hours straight time pay, regardless of the day in which the holiday falls, even though no work is performed. Beginning October 3, 2016, holiday pay under this section will be eight (8) hours of straight time pay.

b. Holiday schedules will be issued by July 1st. Beginning September 2016, holiday schedules will be issued by September 1st. The following days will be considered holidays:

Christmas Day  New Year's Day
Martin Luther King's Day  Memorial Day
Independence Day  Thanksgiving Day
Labor Day

The four (4) regular work days normally occurring between Christmas Day and New Year's Day. Four (4) additional holidays will be added each year to the Holidays Schedule to provide a total of fifteen (15) holidays each year. As used in the Article, the term "holiday" means a day on which the University is officially closed in accordance with the administrative schedule.

c. An employee who works on a holiday shall be paid one and one-half times the employee's straight time hourly rate for all hours on that holiday worked thereafter, in addition to pay for the holiday.

d. When an employee's regular day off falls on a holiday, the employee shall receive the holiday pay or another day off by mutual consent.

e. An employee who does not report for work on the last regular day before or the first regular day after any of the foregoing holidays may be required to present a verified medical certificate confirming an illness, fee for such certificate to be paid by the employee as a condition for receiving pay for the holiday. This does not apply to an absence where the Employer has excused the employee from work or directed the employee not to report to work or with respect to absence for paid vacation or bereavement.

f. The number of University-paid holidays will be reduced to thirteen per fiscal year. However, this provision will take effect only if implemented University-wide.

g. To be eligible for holiday pay an employee must work their last scheduled work day before a holiday, and their first scheduled work day after a holiday.

3.9 Vacations

a. Regular full-time employees accrue vacation time at the rate of one (1) day per month for the first three (3) years of employment, thereafter at the rate of one and two-thirds (1 2/3) days per month, and after twenty (20) years of service at the rate of two and one-twelfth (2 1/12) days per month. Regular full-time employees hired prior to July 1, 1986, will accrue vacation time at the rate of two and one-twelfth (2 1/12) days per month. An employee shall be entitled to add to this amount any unused personal business
day for additional vacation time.

b. If an employee is removed from the payroll for any reason, including layoff or leave of absence, the employee shall receive at that time in addition to any wages due, pay for all earned and unused vacation pro-rata from the previous July 1st. Beginning September 2016, if an employee is removed from the payroll for any reason, including layoff or leave of absence, the employee shall receive at that time in addition to any wages due, pay for all earned and unused vacation pro-rata from the previous September 1.

c. An employee reinstated to the payroll after such removal without interruption of continuous service, shall earn vacation days pro-rata from the day of reinstatement to June 30. Beginning September 2016, an employee reinstated to the payroll after such removal without interruption of continuous service, shall earn vacation days pro-rata from the day of reinstatement to August 31.

d. An employee may receive vacation pay in advance, providing the request is made four (4) weeks in advance of the scheduled vacation and is for a minimum of five (5) vacation days.

e. If an employee is terminated from employment the employee will be entitled to pro-rated vacation pay for the earned and unused vacation from the previous July 1, up to a maximum of forty (40) days and six (6) personal days. Beginning September 2016, if an employee is terminated from employment, the employee will be entitled to pro-rated vacation pay for the earned and unused vacation from the previous September 1, up to a maximum of 40 days and 6 personal days.

3.10 Vacation Selection

a. With the approval of the Director of Engineering Services (or equivalent position) as set forth within this Article, an employee must take his or her accrued vacation time during the fiscal year in which it is earned. At the end of a fiscal year, an amount of earned but unused vacation credit not to exceed ten (10) days will be carried forward to the next fiscal year. Any earned vacation beyond the ten (10) days being carried forward will be forfeited if not used in the fiscal year it was earned. If an employee has less than twenty (20) years of service, at no time may an employee have a total accumulation of carried over and current fiscal year of more than thirty (30) days of vacation. Thus, an employee with less than twenty (20) years of service can have a maximum of ten (10) days of vacation Carried over plus twenty (20) accrued days for a total of thirty (30) days to use in a fiscal year, of which twenty (20) days must be used by the end of the fiscal year.

If an employee has twenty (20) or more years of service, at no time may an employee have a total accumulation carried over and current fiscal year of more than thirty-five (35) days of vacation. Thus, an employee with twenty (20) or more years of service can have a maximum of ten (10) days of vacation carried over plus twenty-five (25) accrued days for a total of thirty-five (35) days to use in a fiscal year, of which twenty-five (25) days must be used by the end of the fiscal year.

b. Vacation schedules shall be established each year taking into account the needs of the Employer. Vacation schedules shall ensure that sufficient numbers of each occupation are available to meet the operational needs of the Employer. Only one employee per classification shall be scheduled for vacation at a time, unless otherwise approved by the Director of Engineering (or equivalent position), or his or her designee. Vacation requests shall be finalized by the Thursday before Memorial Day weekend of each year for vacation days to be utilized from June 1 through May 31 of the next year, and must be approved by the Director of Engineering Services (or equivalent position). Initially, each classification will select two (2) weeks of vacation, which selections will be granted in order of seniority. After the first two (2) weeks of vacation are granted, each classification will select remaining weeks of vacation (up to a maximum of two [2] weeks), which selections will be granted in order of seniority until all vacation weeks are selected. In the event that vacation selections are not completed by the Thursday before Memorial Day weekend, then
seniority rights are forfeited, and any additional vacation selections will be approved on a first come, first served basis, without regard to seniority. In the event an employee’s selected vacation is cancelled due to operational needs, the employee will be permitted to carry over the cancelled vacation days.

3.11 Sick Leave

a) Full-time employees who have completed the ninety (90) day probationary period are eligible for sick leave. Upon completion of the probationary period, each employee is credited with three (3) days sick leave. An employee whose probationary period ends on or before the fifteenth (15th) day of the month accrues one sick day for that month if he/she completes a full period of service from the end of his/her probation to the end of the month. An employee whose probationary period ends after the fifteenth (15th) day of the month will not accrue a sick day for the period from the end of his/her probationary period to the end of the month. Sick leave thereafter is accrued at the rate of one (1) day per completed full calendar month of service, for a total of twelve (12) sick days per year.

b) Each year, an employee may use up to five (5) days of accrued sick leave when necessary for the care of a family member who is sick, needs treatment of a mental or physical illness, injury or health condition, or who needs preventative medical care (i.e., a routine check-up). “Family member” for the purposes of this section is defined as: child, child of domestic partner or spouse, spouse, domestic partner, parent, sibling, parent-in-law, parent of domestic partner, grandchild, or grandparent.

c) Sick leave may be accrued to a maximum total of sixty (60) days.

d) All employees hired before July 1, 2006 will be eligible to sell back all unused sick days accrued in the current fiscal year. Beginning in 2016, requests to sell back such unused accrued sick days must be made by August 31st of each year. Employees hired on or after July 1, 2006 are not eligible to sell back any unused accrued sick days.

e) An employee absent from duty on account of sickness or injury must notify the employee’s immediate supervisor within one-half hour of normal starting time. An employee may be required to provide his/her supervisor with oral and/or written confirmation that the employee took sick leave for a permissible purpose. The employee will not be required to disclose the details of his or her family member’s injury, illness, or condition that necessitated the use of sick leave, except as required by law.

f) The University reserves the right to request documentation from a licensed health care provider concerning the employee’s use of sick leave, if the employee used more than three (3) consecutive days of sick leave or when the University determines that the employee exhibits a pattern of abuse of sick leave.

g) Where an employee is on extended sick leave the employee shall be examined by a physician of the employee’s own choosing and shall submit proof of capability to return to work. The University may require such employee to be examined by and receive the approval of the University’s doctor prior to such employee’s restatement to full-time employment. Extended sick leave shall constitute seven (7) or more consecutive days.

h) The provisions of the New York City Earned Sick Time Act (Local Law 46 of 2013, as amended) are waived.
i) All Local 30 bargaining unit employees are subject to comply with the federal law and regulations under the federal Family Medical Leave Act ("FMLA"). All Local 30 bargaining unit employees are required to complete all appropriate forms when requesting time away from work under the FMLA.

3.12 Severance Pay

On termination for reduction in force or because of physical or mental inability to perform duties, the following payments shall be made:

- Up to Six (6) years of service
- Six (6) years, but less than Eleven (11) years of service
- Eleven (11) + years of service

- Three (3) weeks' pay
- Six (6) weeks' pay
- Eight (8) weeks' pay

3.13 Shift Differential

All members working under this Agreement shall receive an additional ten (10%) percent increase to their hourly rates when working between the hours of six o'clock (6:00 PM) in the evening and six o'clock (6:00 AM) in the morning.

3.14 Personal Days

Regular full-time employees accrue personal days at one-quarter (1/4) a day per month, for up to a maximum of three (3) personal days per year of employment. Regular full-time employees may carry over unused personal days into the next fiscal year, up to a maximum of six (6) personal days in any one year of employment.

EMPLOYEE BENEFITS (See Schedule “B”)

4.1 Personal Leave

Upon written request, the employer may grant extended leaves of absence without pay (not to exceed six (6) months) for justifiable reasons other than and in addition to the reason of personal illness.

4.2 Medical Leave

Leave of absence without pay may be granted for a total of six (6) months, upon receipt of documentation by the personnel office of need for such leave.

The employee must present evidence of physical/mental fitness, certified by a physician prior to return to work.

4.3 Military Service

An employee who leaves his/her employ for service in the Uniformed Services of the United States, and who upon termination of such service is entitled to reinstatement under the laws and regulations of the United States or of New York State shall, upon timely application, be granted such reinstatement to the full extent provided by law.
4.4 Return from Leave

An employee who fails to return from any leave within the time specified for return, or who, prior to the end of such leave, has not requested in writing an extension of such leave with substantiation shall be deemed to have voluntarily terminated employment.

4.5 Jury Duty/Court Witness

The Employer agrees to pay the employee regular wages for up to two (2) weeks of jury service. However, the employee shall refund to the University monies received for service performed as a juror. Appearance as a court witness will be treated as jury duty when the employee is not appearing in his/her own behalf.

4.6 Death in the Family

Employees who sustain a death in their immediate family shall be granted four (4) working days time off, with pay. Immediate family shall mean parent, spouse, domestic partner, child, brother, sister, mother-in-law, father-in-law, grandchild, or any relative living in the same household as the employee. Employees who sustain a death of an aunt, uncle, brother-in-law, or sister-in-law shall be granted one (1) working day time off, with pay. Employees who sustain a death of a grandparent shall be granted three (3) working days off with pay.

4.7 Tuition Remission

a. Full-time employees who have completed their probationary period may enroll for up to two (2) courses per semester during their non-working hours without payment for tuition, provided the employee continues in employment and completes the courses with grades of "D" or better.

b. Where grades are lower than "D" or the employee withdraws from the course before completion, payment of one-half tuition is required. Tuition for employees who cease to be employed before the end of the course will be pro-rata.

c. Late and add/drop fees shall not be included in the tuition remission program. Employees with dependents participating in the tuition remission program shall file the appropriate Federal and State Financial aid forms. All funds realized from these entitlement programs shall revert to the University.

4.9 Tuition Benefits for Dependents

Full-time employees are entitled to the following tuition remission for their children when accepted and enrolled as full-time undergraduate students, while the parent continues to be employed:

a. One-quarter tuition remission after one (1) year of employment.

b. One-half tuition remission after two (2) years of employment.

c. Three-quarters tuition remission after three (3) years of employment.

d. Full tuition remission after four (4) years of employment.
e. If a full-time employee dies during the time that his/her child is enrolled as a full-time undergraduate student at the University, said child shall receive full tuition remission for the completion of that course of study.

4.10 Uniform and Equipment

a. All uniforms required by the Employer will be supplied and maintained by the Employer.

b. Adequate foul weather gear will be provided for employees required to perform outside work.

c. Tools and implements incidental to the performance of work shall be furnished by the Employer, except where by the custom of the trade an employee provides his/her own tools.

d. Each member of Local 30 shall be paid the following tool allowances annually:

   Two hundred dollars ($200.00) per year shall be paid to each employee provided the employee provides a receipt. (Towards tools and work shoes)

4.11 Working Conditions

a. The Employer agrees to maintain sanitary washrooms and showers, with soap and towels.

b. Individual lockers with adequate locks shall be provided. The Employer agrees to be responsible for damage to one change of normal work clothing or one change of normal street clothing destroyed in such locker as a result of fire or similar external catastrophe.

c. All general helpers and mechanics assigned to perform work must do so under the supervision of the appropriate shop foreman.

d. All work orders must be in duplicate with one (1) copy for the employee and one (1) copy for management. Emergency orders will be taken by telephone.

e. Local #30 employees cannot be required to instruct any contractor or non Local 30 employees; nor can Local #30 employees be required to lend tools to any contractors or non-Local 30 employees.

f. Past work practices concerning Local 30 Polytechnic employees lending assistance to each other in performing work assignments shall continue, provided that the individual has the ability and qualifications to do the job.

4.17 Health and Safety

A Health and Safety Program shall be established. Its purpose shall be to promote a safe and healthy workplace. The Committee shall comprise of members of the Union and management personnel and meet at least twice a year.

5.1 Grievance Procedure

a. The parties declare it to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for the satisfactory adjustment of complaints.
b. Any dispute, complaint, controversy, or grievance concerning a violation, misinterpretation or unfair application of the terms of this Agreement shall be processed as follows:

Step I

An informal conference shall be held between the grievant and the person or persons complained against within five (5) working days of the assertion of the grievance. A decision of the grievance shall be communicated in writing to the grievant within five (5) working days of the conference.

Step II

If the grievance is not resolved at Step I, the aggrieved may within five (5) working days of receipt of the Step I decision appeal to the Director of Facilities Management. The grievant shall submit the grievance in writing on the University grievance form together with all other relevant data.

The Director of Facilities Management shall confer with the grievant within five (5) working days of receipt of the written grievance and the relevant data. He shall note his decision on the grievance form and return the form to the grievant within five (5) working days of the conference.

Step III

If the grievance is not resolved at Step II, the aggrieved may appeal to the Human Resources Director by submitting the grievance in writing together with the relevant data within five (5) working days of receipt of the Step II decision. The Human Resources Director shall confer with the grievant within five (5) working days of receipt of the written grievance. The Human Resources Director shall note his/her decision on the grievance form and return the form to the grievant within five (5) working days.

Step IV

If the grievance is not resolved at Step III, the aggrieved may, within fifteen (15) working days of the date of the Step III decision, notify the Vice President for Finance and Administration, in writing, of his or her intention to submit the grievance to arbitration. If intent to arbitrate is not submitted to the Vice President for Finance and Administration within fifteen (15) working days of the date of the Step III decision, then the Step III decision is final. In addition, the request for arbitration must be submitted in writing to the American Arbitration Association within fifteen (15) working days of the date of the Step III decision. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall submit his or her decision in writing within sixty (60) days after the conclusion of the hearing, unless otherwise agreed by the Employer and Local 30. Copies of the decision shall be sent to the grievant, Local 30, and the Vice President of Finance and Administration. The decision of the arbitrator shall be binding upon the Employer, Local 30, and the employees. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 5.1 (b) of the Grievance Procedure, and the arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

The fees and expenses of the American Arbitration Association, and the fees and expenses of the arbitrator, shall be shared fifty percent (50%) by the Employer, and fifty percent (50%) by Local 30. The Union will be notified within ten (10) business days of the name and contact information of the Vice President of Finance and Administration in the event a change occurs in that position.
Step V

a. Conferences and hearings held hereunder shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Conferences or hearings shall be held during non-working hours wherever possible. If conferences or hearings should be held during working hours, persons entitled to participate shall be excused without loss of pay, and there shall be no interference with University operations.

b. A grievance shall be asserted at the applicable first step within thirty (30) working days of the occurrence of the act complained of. Failure to assert a grievance at the first step within said thirty (30) days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that next step. Failure at the first three steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The parties may, by mutual agreement, extend the specified time limits.

c. A grievant may be represented by Local 30 at any or all steps in the grievance procedure but nothing contained in this Article or in this Agreement shall be construed to prevent any individual employee from himself presenting or processing a grievance hereunder, nor shall an employee be denied the rights under Section 15 of the New York Civil Rights Law or under the State Education Law.

d. Local 30 shall have the right to initiate or appeal a grievance subject to the rights of the grievant set forth in Paragraph C.

THE AGREEMENT

6.1 Validity of Agreement

1. If any provision of this Agreement, or the enforcement or performance of any provision of this Agreement, is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with Local 30.

2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

6.2 Maintenance of Standards

Rates of pay, hours of work and conditions of employment in effect prior to this Agreement and not covered by this Agreement shall not be reduced without good cause during the terms of this Agreement. "Good cause" may be determined through the arbitration procedure above.

6.3 Management Responsibilities

a. The management of the University and the direction of the working force are vested solely and exclusively in the University Management and shall not, in any way, be abridged except as specified restrictions are set forth in this Agreement.

b. The University hereby retains exclusive control over all matters concerning the operations, management and administration of its business. It is further understood that the University has the right
to determine the number and qualifications of employees to perform work; the assignment of work and overtime within classification; the right to hire, layoff, promote, discipline. It also has the right to create new classifications and set hours; the right to make and set rules, including safety matters and to perform all other functions inherent in the administration, management control and/or directions of business except as expressly and specifically limited by the terms of this Agreement.

6.4 Work Assignment

a. A craftsman performing a major assignment in his craft, shall perform minor tasks commonly performed by another craft in order to complete the major assignment. For illustrative purposes such minor tasks include, but are not limited to: a carpenter removing conduit or electrical wiring once an electrician has made sure the power has been turned off during the course of major renovation assignment; a painter removing brackets or a bookcase during the course of a major painting assignment; an electrician removing or repairing sump pump; a carpenter touching up with some paint small scratches on a wall unit or molding he is installing; a sheet metal man testing an outlet or fuse during the course of installing a repaired window air conditioning unit, or a boiler man removing, and when feasible, replacing a radiator cover or other appurtenance when it is necessary to reach and repair a pipe or fixture.

b. When a craftsman of a particular craft is not available to perform a minor task, a craftsman in another craft job who is qualified to perform such minor task may be used. For illustrative purposes such minor tasks include, but are not limited to: a boiler man replacing light bulbs when an electrician is not available; a boiler man unclamping a line or bending a fan blade back into place in a window air conditioning unit when a sheet metal man is not available; or a sheet metal man turning on or off or changing the filter of the central air conditioning system when a boiler man is not available; or a sheet metal man compounding a sink leak when a boiler man is not available.

c. The above items will not constitute a cross over of craft lines. If a disagreement between Management and Union on what is minor shall arise, such disagreement shall be settled between craft foremen and/or shop steward and management through the grievance process.

6.5 No Strike or Lock-Out

a. As long as the parties to this Agreement observe all the terms and conditions hereof, and with respect to matters in dispute as to such observance, have not neglected or refused to abide by the award of an arbitrator rendered hereunder, there shall be no strikes, or lock-outs.

b. In the event that any dispute should arise concerning the provisions of this contract between the Employer and employees or between the Employer and the Union, such dispute shall be resolved only provided herein through the grievance procedure.

6.6 Duration of Agreement

This Agreement shall be effective from July 1, 2015 until June 30, 2021 and from year to year thereafter unless either party gives notice in writing to the other, not less than sixty (60) days prior to June 30th.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

NEW YORK UNIVERSITY

Vice President, Construction Management & Strategic Services

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 30

William Lynn, Business Manager

Edward Ford, President

Hugh Murray III, Treasurer

Kevin Cruse, Business Representative

Director of Labor Relations
## Schedule “A” - Wages

Wage rates (hourly) shall be paid retroactive to July 1, 2015.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective 7/1/2015</th>
<th>Effective 7/1/2016</th>
<th>Effective 7/1/2017</th>
</tr>
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<tbody>
<tr>
<td>Locksmith</td>
<td>$35.66</td>
<td>$36.55</td>
<td>$37.46</td>
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<td>Mechanic</td>
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<table>
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<th>Effective 7/1/2019</th>
<th>Effective 7/1/2020</th>
</tr>
</thead>
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<tr>
<td>Locksmith</td>
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<tr>
<td>Mechanic</td>
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<td>$40.34</td>
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<tr>
<td>Chief Engineer</td>
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<td>$54.79</td>
<td>$56.16</td>
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</table>
Schedule "B"

1. The Employer agrees to contribute to the following **Local 30 Trust Funds** ("Trust Funds") in the amounts specified below for each employee covered by this Agreement.

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

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution Rate</th>
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<tr>
<td>7/1/2015</td>
<td>$1.10 per hour paid</td>
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<td>7/1/2016</td>
<td>$1.15 per hour paid</td>
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<tr>
<td>7/1/2017</td>
<td>$1.15 per hour paid</td>
</tr>
<tr>
<td>7/1/2018</td>
<td>$1.15 per hour paid</td>
</tr>
<tr>
<td>7/1/2019</td>
<td>$1.15 per hour paid</td>
</tr>
<tr>
<td>7/1/2020</td>
<td>$1.15 per hour paid</td>
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**Welfare  "Engineers Union Local 30 Trust Fund"**

<table>
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<th>Effective Date</th>
<th>Contribution Rate</th>
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</thead>
<tbody>
<tr>
<td>7/1/2015</td>
<td>$11.25 per hour worked</td>
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<tr>
<td>7/1/2016</td>
<td>$11.55 per hour worked</td>
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<tr>
<td>7/1/2017</td>
<td>$11.85 per hour worked</td>
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<tr>
<td>7/1/2018</td>
<td>$12.25 per hour worked</td>
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<tr>
<td>7/1/2019</td>
<td>$12.65 per hour worked</td>
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<tr>
<td>7/1/2020</td>
<td>$13.05 per hour worked</td>
</tr>
</tbody>
</table>

The Welfare contribution shall include pre-paid legal service of seven dollars ($7.00) per month which shall go towards Engineers Union Local 30, Group Legal Services.

**ISF  "Industry Stabilization Fund"**

<table>
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<tr>
<th>Effective Date</th>
<th>Contribution Rate</th>
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<tbody>
<tr>
<td>7/1/2015</td>
<td>$0.15 per hour worked</td>
</tr>
<tr>
<td>7/1/2016</td>
<td>$0.15 per hour worked</td>
</tr>
<tr>
<td>7/1/2017</td>
<td>$0.15 per hour worked</td>
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<tr>
<td>7/1/2018</td>
<td>$0.17 per hour worked</td>
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<tr>
<td>7/1/2019</td>
<td>$0.18 per hour worked</td>
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<tr>
<td>7/1/2020</td>
<td>$0.20 per hour worked</td>
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</tbody>
</table>

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

<table>
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<th>Effective Date</th>
<th>Contribution Rate</th>
</tr>
</thead>
<tbody>
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<td>7/1/2015</td>
<td>$0.15 per hour paid</td>
</tr>
<tr>
<td>7/1/2016</td>
<td>$0.15 per hour paid</td>
</tr>
<tr>
<td>7/1/2017</td>
<td>$0.15 per hour paid</td>
</tr>
<tr>
<td>7/1/2018</td>
<td>$0.16 per hour paid</td>
</tr>
<tr>
<td>7/1/2019</td>
<td>$0.18 per hour paid</td>
</tr>
<tr>
<td>7/1/2020</td>
<td>$0.20 per hour paid</td>
</tr>
</tbody>
</table>

2. Employees hired prior to March 1, 2016, are eligible for New York University's Retirement Plan for Members of the Faculty, Professional Research Staff and Administration ("Plan"), subject to the terms of the Plan. Rights and obligations under the Plan are governed exclusively by the relevant legal Plan documents. All questions concerning coverage, vesting, entitlement to benefits, or any aspect of the Plan are to be resolved in accordance with the procedures contained in the Plan and are not subject to the grievance and arbitration provisions of this Agreement. Employees hired on or after
March 1, 2016, are not eligible for New York University’s Retirement Plan for Members of the Faculty, Professional Research Staff and Administration.

3. Upon date of hire, employees have the option to participate in New York University’s Supplemental Tax Deferred Annuity (STDA) Plan.

4. Regarding the contributions to the Trust Funds set forth in paragraph 1 of this Schedule B, when an employee is absent and therefore earns no wages, the contribution shall be continued for up to a maximum of four weeks of such absence.

5. Regarding the contributions to the Trust Funds set forth in paragraph 1 of this Schedule B, payment will be made for employees on vacations or other time when an employee is absent from work for which the employee is paid. Payments will also be made for replacements who work during such time when an employee is absent from work.

6. Regarding the contributions to the Trust Funds set forth in paragraph 1 of this Schedule B, the Employer shall combine the above weekly contributions into one monthly payment and submit same to the Local 30 All Funds Account, 115-06 Myrtle Avenue, Richmond Hill, New York 11418 on or before the 15th day of the month following the month for which contributions are to be made together with the names, Social Security numbers and rate of pay of all the Employees for whom payments are made.

7. Regarding the contributions to the Trust Funds set forth in paragraph 1 of this Schedule B, notwithstanding any other provisions of this Agreement to the contrary, if the Employer is in default on contributions due to any of the Trust Funds for which contributions are payable pursuant to the terms of this Agreement, and notice of such default is given in writing to the Employer, the Union may no less than ten days after such notice, remove the Employees from the work of said Employer until said contributions are paid. Employees so removed shall be paid by the Employer for such lost time.

8. The Employer and the Union mutually agree that the above Trust Funds referenced in paragraph 1 of this Schedule B shall be established and administered in accordance with the applicable Federal and State laws and regulations and that as signatories to this Agreement, they agree to be bound by the terms and conditions of the Agreements and Declarations of Trust of the above funds.
Schedule “C” - Apprentice Program and Schedule

The parties involved, Employers, the Stationary Engineers Training Committee and the Apprentice, have agreed to the following terms and conditions for apprentice employment and education.

The Committee shall impress upon the apprentice that by signing this agreement he/she is responsible to conform to the provisions contained within. The parties aforementioned will carefully observe the Apprentices' actions, behavior and professionalism. The provisions are as follows:

1. Probation: Apprentices shall be subject to a probationary period of no less than six (6) months but no more than one (1) year. A probationary extension is granted at the discretion of the Committee and/or the Employer. At any time during the probationary period the apprentice can be disestablished from the program. Credit shall be received for all probationary time.

2. Apprentices shall faithfully and diligently perform the work of a Stationary Engineer or Maintenance Mechanic. In addition to any pertinent and related duties assigned by the Employer in accordance with these standards.

3. To respect and protect equipment, machinery and property of the employer. To abide by the working rules of the Employer and the Committee including, but not limited to, Standard Operating Procedures and Health and Safety Practices.

4. To develop and maintain safe, efficient work habits. The apprentice shall conduct himself/herself in a manner to best assure his/her own safety, as well as the safety of his/her co-workers.

5. Work Training: Employers shall see that all apprentices are under the supervision of a Stationary Engineer or a Maintenance Mechanic and shall provide each apprentice with the necessary diversified experience and training, in order to train and develop the apprentice into a skilled craftsman, insofar as the individual facility will allow.

6. Related Instruction: The apprentice is responsible to attend regularly and complete satisfactorily the required hours of Related Instruction as provided in this standard, as well as, to maintain accurate work records and training records, received on the job or in Related Instruction. The Committee and the Employer reserve the right to request this information if it is deemed necessary.

7. Related Instruction shall include four years of formal education, each year consisting of a minimum of three hundred (300) hours of formal training. The Committee reserves the right to adjust the Related Instruction schedule as it deems necessary.

8. In case of failure on the part of the apprentice to fulfill his/her obligations to the Employer or in Related Instruction, the Committee has the power to enforce discipline including but not limited to, a suspension of his/her employment for up to thirty (30) days or for good and sufficient reasons to take steps to have him/her disestablished from the Program.

9. To work for the Employer to whom assigned to the completion of his/her Apprenticeship, unless the
10. To conduct himself/herself at all times in a creditable, ethical and moral manner befitting a Stationary Engineer, realizing that much time and effort is spent to afford him/her the opportunity to become a skilled craftsman.

Upon completion of the fourth year of the apprenticeship program, the apprentice will be removed from the title of apprentice. The Employer is under no obligation to continue the employment of the apprentice after the apprentice has completed forty eight (48) months of the apprenticeship program. If the Employer so desires, the Employer may promote the graduate apprentice to another job title within the Collective Bargaining Agreement if he/she meets the requisite qualifications.

The employer and the International Union of Operating Engineers, Local 30 agree that the hourly rate of pay for the title of apprentice shall be:

<table>
<thead>
<tr>
<th>Period of Apprenticeship</th>
<th>Starting Salary and Maximum Review Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum starting wage rate</td>
<td>55% of Mechanics rate of pay per hour</td>
</tr>
<tr>
<td>After the first six (6) months</td>
<td>+5%</td>
</tr>
<tr>
<td>After one (1) year</td>
<td>+5%</td>
</tr>
<tr>
<td>After eighteen (18) months</td>
<td>+5%</td>
</tr>
<tr>
<td>After two (2) years</td>
<td>+5%</td>
</tr>
<tr>
<td>After thirty (30) months</td>
<td>+5%</td>
</tr>
<tr>
<td>After three (3) years</td>
<td>+5%</td>
</tr>
<tr>
<td>After forty two (42) months</td>
<td>+5%</td>
</tr>
</tbody>
</table>

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

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

Apprentice shall also receive all benefits as per Schedule “B”

No Apprentice may remain as an Apprentice for more than forty eight (48) months. At any time, at the Employer's discretion, a new Apprentice will be referred from the Union Hall and hired at the new hire rate. If an Apprentice is not promoted by the forty eighth (48th) month anniversary, the Apprentice shall be returned to the Union Hall. At the Employer's discretion, a new Apprentice will be referred from the Union Hall and hired at the new rate.
Schedule “D” - Longevity Increases

Effective July 1, 2000, the following lump sum bonus payments (not to be included in the wage rates) shall be paid:

- On an employee's fifth anniversary: $250.00
- On an employee's tenth anniversary: $500.00
- On an employee's fifteenth anniversary: $700.00
- On an employee's twentieth anniversary: $1,000.00

If an employee achieves more than once employment differential during the life of this agreement, the employee will be entitled to first the base increase and then the difference to the higher plateau once the more senior criteria is reached.