

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ADELPHI UNIVERSITY

and

THE BENEVOLENT ASSOCIATION

OF SECURITY OFFICERS

OF ADELPHI UNIVERSITY

JULY 1, 2021

THROUGH

JUNE 30, 2026

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AGREEMENT

Agreement is made as of October 12, 2021, between ADELPHI UNIVERSITY, whose offices are located at SOUTH AVENUE, GARDEN CITY, NEW YORK (hereinafter referred to as the "University"), and the BENEVOLENT ASSOCIATION OF SECURITY OFFICERS OF ADELPHI UNIVERSITY (hereinafter referred to as the "Association"). This contract becomes effective on July 1, 2021, and remains in effect until June 30, 2026.

NONDISCRIMINATION

The University and the Association agree that the provisions of the Agreement shall be applied equally to all employees in compliance with applicable laws against discrimination as to an individual's race, creed, color, national origin, ethnicity, gender, gender identity, sexual orientation, disability, genetic predisposition or carrier status, age, religion, marital status, veteran status, or any other basis protected by applicable local, state or federal laws. In addition, no officer will be discriminated against as a result of union membership.

All references in this Agreement using the male gender shall be construed to include both female and male employees.

ARTICLE 1 RECOGNITION

Section 1 - The University recognizes the Association as the exclusive bargaining agent for the Public Safety Officers directly employed by the University on the Garden City campus, including Sergeants, excluding Manhattan Center, Hauppauge (excluded beginning July 1, 2023 and no reduction in force (RIF) can take place as a result of this exclusion) and Hudson Valley.

Section 2 - There shall be a union, also known as the Association. There shall be a dues check off for the benefit of Association members. As a condition of continued employment, uniformed Public Safety officers shall become members of the Association upon completion of the Probationary Period (3 months for full-time positions and 6 months for part-time positions), or shall authorize the deduction of a fair representation fee. The union shall indemnify, defend and hold harmless against any claim or any suit instituted against Adelphi arising from its payroll deduction for union dues and deductions. However, Association dues will not be deducted from an employee's paycheck without a signed statement authorizing dues deduction submitted by the Association to the Office of Human Resources, citing the effective date, employee signature and date of signature.

Section 3 - Any employee hired for a Public Safety Officer position will be primarily trained and evaluated by the four Sergeants prior to the end of the probationary period. These evaluations will be given to the Executive Director of Public Safety and are recommendatory only and may be overridden by the Executive Director of Public Safety. As a result of the evaluations submitted, the Executive Director at his discretion may extend the employee's probation for a period for 30 days. Notification to the Association must be made within (10) days of receiving the evaluations of any decision (see attached evaluation form).

Section 3a – The discharge of a probationary officer shall not be subject to the provisions of Article 23, which is the Grievance Procedure.

Section 4 - When a candidate is selected to fill a Sergeant position, at the end of his probationary period (which will be 3 months for inside candidates and 6 months for outside candidates) the employee will be evaluated by his immediate supervisors and a recommendation submitted to the Executive Director. The Executive Director at his discretion may extend his probationary period for 30 days. Notification must be made to the Association within (10) days of receiving the evaluations of any decision. If the Sergeant does not pass the probationary period and the candidate was a Public Safety Officer immediately prior to the Probation period, the employee will have the right to return to his former position (including days of work and tour).

Section 5 - The current Public Safety work being performed at the Garden City pool will remain as long as Adelphi continues to utilize that location in the same manner.

ARTICLE 2 SALARY

Section 1 – The parties agree that, due to the uncertainty and disruption caused by the current covid-19 epidemic, wage increase for July 1, 2021 and July 1, 2022 shall be tied to student enrollment, including degree and non-degree students as well as AUI and All Campus students. The formula for determining wage increases in those years is as follows (enrollment numbers based upon the Fall 21st day headcount as reported to IPEDS, as of the 21st day of the fall semester in each year, with increase retroactive to July 1):

	Enrolled Students	Salary Increase
Fall, 2021	< 7,820	0%
	7,820	1.00%
	7,876	1.25%
	7,931	1.50%
	7,987	1.75%
	8,043	2.00%
	8,100	2.25%
	8,156	2.50%
	8,212	2.75%
Fall, 2022	< 7,931	0%
	7,931	1.00%
	7,987	1.25%
	8,043	1.50%
	8,100	1.75%
	8,156	2.00%
	8,212	2.25%
	8,269	2.50%
	8,325	2.75%

Section 2 Effective July 1, 2023 – June 30, 2024 the hourly rates of full time Public Safety Officers and Sergeants shall be increased by 2.0%.

Section 3 Effective July 1, 2024 – June 30, 2025, the hourly rates of full time Public Safety Officers and Sergeants shall be increased by 2.0%

Section 4 Effective July 1, 2025 – June 30, 2026, the hourly rates of full time Public Safety Officers and Sergeants shall be increased by 2.0%.

Section 5 Effective July 1, 2021, full time Officers and Sergeants whose base salary is less than \$50,000 shall receive an adjustment to their base salary to \$50,000 prior to any annual increase.

Section 6 Effective July 1, 2022, full time Officers and Sergeants whose base salary is less than \$52,000 shall receive an adjustment to their base salary to \$52,000 prior to any annual increase.

Section 7 - Effective July 1, 2021, the starting hourly rate for newly hired part-time Public Safety Officers shall be \$20.00 per hour.

Section 8 - Effective July 1, 2022, the starting hourly rate for newly hired part-time Public Safety Officers shall be \$21.00 per hour.

Section 9 - Effective July 1, 2023, the starting hourly rate for newly hired part-time Public Safety Officers shall be \$22.00 per hour.

Section 10 - The pay rate for a full-time Public Safety Officer who converts to a part-time status shall decrease no more than \$6.50 per hour or to the new hire part-time hourly rate, whichever is greater.

Section 11 - Public Safety Officers promoted to Sergeant will be hired at the lowest base salary rate of Sergeant making more than the Officer being promoted at the time of promotion.

Section 12 - Public Safety Officer starting salary as of July 1, 2021 will be \$48,000, \$49,000 as of July 1, 2023, and \$50,000 as of July 1, 2024 and Sergeant new hire rates will be at the rate of the lowest base salary of Sergeant then currently employed at the time of hire.

Section 13 - Calls to an employee at home when not on duty (other than a call for overtime and scheduling) will be paid in increments rounded to the nearest one-quarter hour (1/4).

Section 14 - On shifts where no Supervisor or Sergeant is scheduled to work, a designated Acting Supervisor, selected and trained by the Executive Director of Public Safety or their designee, shall be paid at the rate of \$35.00 per shift in addition to the Public Safety Officer's rate of pay. An Acting Supervisor is a specially designated position of a Public Safety Officer who has received a Certificate of Completion for the two-week Acting Supervisor Training. Their name will be inputted on the Acting Supervisor list and they may be offered to cover their tour or any tour requiring an Acting Supervisor.

Section 15 There shall be a \$500 signing bonus to FT members who are employed as of July 1, 2021; payable by October 1, 2021.

Section 16 – There shall be a retirement incentive of \$15,000 flat amount payable to any full-time members employed as of July 1, 2021 with 10 years of service and age 60+. Those electing this incentive must retire by December 1, 2021.

ARTICLE 3 DURATION

This agreement shall be effective from July 1, 2021 up to and including June 30, 2026.

ARTICLE 4 HOURS OF WORK

Section 1 - The normal workweek for full-time Public Safety Officers shall consist of thirty-seven and one-half (37 1/2) hours. In addition, the individual will have one-half (1/2) hour on each eight (8) hour work shift for a meal period. The two and one-half (2 1/2) hours per week, meal period total hours, will be compensated for by the University with an on-call rate of \$8.25 for each meal period. All on-call meals will be paid at the rate of \$8.25.

Section 1(a) - The Usual work shifts are 11pm to 7am, 7am to 3pm, 3pm to 11pm; however, the university has the right to institute a mid-shift tour at its discretion. Tour Sergeants are required to start thirty (30) minutes early and leave thirty (30) minutes earlier unless otherwise directed.

Section 2(a) - The University shall pay time and one-half for hours worked in excess of thirty-seven and one-half hours in a work week.

Section 2(b) - For any hours worked in excess of six full tours in a workweek, a rate of double time (2X) will be paid regardless of when the hours in excess of six full tours are worked in the workweek. Hours worked during part of a tour, when less than a full tour is worked, shall not be counted toward the six-tour requirement of this section.

Section 3 - Paid sick leave, vacation, personal day, time off with pay, compensatory time or bereavement shall be considered time actually worked.

Section 4 - In the event of a future overtime assignment (special events, etc.), cancellation notification to Public Safety Officers must be at least four (4) hours prior to assignments (but cannot occur between the hours of 11:00 p.m. and 6:00 a.m.) with no compensation. If notification is not within this allowed time, Public Safety Officers assigned will receive overtime pay for 2 hours.

Section 5(a) - The Executive Director of Public Safety or his designee shall schedule and assign tours of duty at his discretion provided that the changing of tours shall be done on a fair and equitable basis. Public Safety Officers may make single tour exchanges (mutual) subject to the approval of the Executive Director of Public Safety or his designee.

Section 5(b) - There will be a minimum of three (3) Public Safety Officers, including a Supervisor or Acting Supervisor, working on the main campus on each tour (patrol/Public Safety command center). It is understood that generally if the Supervisor or Acting Supervisor is part of the minimum staffing that the Supervisor or Acting Supervisor will be in the Public Safety command center or on patrol during the tour. Nothing herein shall limit the Supervisor or Acting Supervisor from fulfilling administrative responsibilities during the tour.

Section 6(a) - In the event that a Public Safety Officer is called away from a meal to perform assigned duties and no substitute time for the meal is given during the Officer's tour of duty, that Officer's work

during that period will be deemed overtime and paid for accordingly by the University. In addition, any tour that extends past the normal workday will require additional meal periods as follows: An additional 30-minute meal period after 4 hours of overtime.

Section 6(b) - Meals will be assigned prior to the beginning of the tour. Meal assignment time will be strictly adhered to. No meal shall be given prior to the beginning of the third hour and no later than the beginning of the sixth hour.

Section 7 - The University will attempt to give as many Public Safety Officers as possible off on holidays. Full-time Public Safety Officers shall be offered the opportunity to work the holiday up to the minimum staffing level of three officers per tour. If staffing above the minimum level is needed to work on a holiday, part-time officers may be offered the opportunity to work. Full-time Public Safety Officers who work on a designated holiday will receive double time (2X) pay for all hours worked, including any shift differential to which they are entitled for all of the hours worked. For example: If an Officer works the entire 3:00 P.M. to 11:00 P.M. shift on a holiday, the Officer will receive the shift differential for fifteen (15) hours. Who will work on these holidays will be determined by the Executive Director of Public Safety or his designee on a fair and equitable basis in conjunction with a designated representative of the Association.

ARTICLE 5 WORK POLICIES

Section 1 - Public Safety Officers will conform to rules and regulations issued by the Executive Director of Public Safety, which are detailed in the Employee Handbook. All Public Safety Officers are expected to perform all Public Safety functions assigned to them by the Executive Director of Public Safety or his representative. If a Public Safety Officer objects to work assigned to him, the assignment shall be carried out, and a grievance may be filed with the Executive Director of Public Safety.

Section 2 - Public Safety Officers shall accept all reasonable overtime requirements. A reasonable attempt will be made by management to assign overtime on a fair and equitable basis via an ongoing rotational list. Mandatory overtime assignments may be made when there are no volunteers for the required overtime assignment. Failure to work after accepting overtime (or a shift assignment for part-timers), unless for a personal emergency situation, will be penalized two times the number of hours of the overtime or shift assignment accepted on overtime rotation list. No Public Safety Officer shall work more than 16 consecutive hours (inclusive of lunch or dinner hours) unless authorized by the Executive Director of Public Safety or his designee.

Section 3 - Public Safety Officers will not be required to perform the duties of Physical Plant Personnel, except when there is a serious emergency situation. The setup and take down of barriers are considered an appropriate duty for Public Safety Officers.

Section 4 - Public Safety Officers will not be required to take a polygraph or mechanical test.

Section 5 - A committee will be formed with an equal number of Association members and administrators to discuss uniforms and safety protocols and equipment. The Association will select its own members.

Section 6 - The employer will require individuals to take a pre-employment medical examination at the expense of the University. A drug test is considered part of the medical examination.

Section 7 - All Public Safety Officers will be required to attend all training programs pertaining to the functions of the Public Safety Department as directed by the Executive Director of Public Safety or his representative. Provided that the University has sufficient notice, Public Safety Officers will be given 5 days' notice when advised of training programs they are required to attend. Failure to attend without bona fide reason to the Executive Director of Public Safety prior to the meeting will result in disciplinary action. Those Public Safety Officers attending training programs or meetings during their off-duty time will be compensated at the rate of time and one half. It is the responsibility of all Public Safety Officers to keep their NYS Security Guard License valid. No officer will be permitted to work with an expired license. The University will pay the cost of the license renewal. Public Safety Officers will be given 10 calendar days' notice, as far as reasonably practical, when advised of training programs they are required to attend.

Section 8 - The Employer will provide all necessary training at the Employer's cost and expense, for all required certifications and training including, but not limited to, NYS Security Guard training, First Aid, CPR, Narcan, Defensive Driving, and AED. All probationary Officers and Sergeants must successfully complete and remain certified in First Aid and CPR prior to the end of their probationary period, and be trained in automated external defibrillator (AED) and Narcan. All full-time and part-time Officers and Sergeants will be required to remain certified in First Aid, CPR, Narcan, Defensive Driving and AED as a condition of employment. It is the responsibility of Adelphi to maintain certification records and to send a yearly reminder to the Association members of expiration dates. During a lapse in certification, for good cause (which shall include the Employer's failure to provide timely training or the training being offered during an employee's leave of absence), the Employee may utilize paid time off at their discretion while on leave to become re-licensed. An Association member shall be permitted to work temporarily with a lapsed CPR or other certificate as long as it is not a lapsed public safety license, if the required course was offered during the employee's leave of absence. All Association members will be included as an additional insured with respect to Commercial General Liability Insurance maintained by the University with a limit of \$1,000,000 per occurrence. Employees are covered for actions taken during the course of carrying out the duties required by their position. Employer will pay associated costs of the insurance and training. The Employer shall indemnify (and if necessary, provide legal representation) for any injury or incident arising out of a member's application and use of such training during the course of their duties.

Section 9 – When staffing levels permit, two Officers will be sent for emergencies off-campus. No routine off-campus patrols will be assigned. Alumni House, Hy Weinberg, and Brompton buildings are considered “on-campus”. Other locations are considered “off campus”. An officer shall not be required to go alone to any off-campus emergency.

ARTICLE 6 NIGHT DIFFERENTIAL

Section 1 - Any Public Safety Officer, hired prior to July 1, 2002, who works between the hours of 3:00 P.M. & 7:00 A.M. shall be paid a wage differential of 10% of his base hourly rate. Any Public Safety Officer, hired on or after July 1, 2002, who works between the hours of 3:00 P.M. & 7:00 A.M. shall be paid a wage differential of 5% of his base hourly rate. When compensatory time is

allowed to be earned (such as on Holidays, or compensatory time earned and taken in the same pay period), shift differential will be included.

Section 2 - Notwithstanding the above, should a Public Safety Officer hired prior to July 1, 2002 work a tour that encompasses both non-night differential hours and night differential hours, he will receive the applicable night differential rate for all hours worked provided that at least 50% of the hours worked fall under night differential rates. Any Public Safety Officer, hired after July 1, 2002, who works between the hours of 3:00 P.M. & 7:00 A.M. shall be paid a wage differential of 5% of his base hourly rate. When compensatory time is allowed to be earned (such as on Holidays, or compensatory time earned and taken in the same pay period), the applicable shift differential will be included.

Section 3 - Any Public Safety Officer working a double shift (15 or more straight hours) will receive the applicable wage differential regardless of hours of tour.

Section 4 - Public Safety Officers who normally are scheduled to work the 3:00 P.M. to 11:00 A.M. or the 11:00 A.M. to 7:00 P.M. shift shall receive the applicable night differential for the period of time that they serve on jury duty and for the hours worked when requested by the Executive Director of Public Safety or his designee to work a tour change. All other payments shall be made at the day rate.

Section 5 - Any compensation for time off (vacation, sick, personal, comp time) will include the applicable night differential.

ARTICLE 7 SICK LEAVE

Section 1 - When a Public Safety Officer is unable to appear at the work place because of illness, that officer must notify the Executive Director of Public Safety or his representative at least one hour prior to the time that the officer was scheduled to appear at the work place, absent exigent circumstances.

Section 2

Each full-time Public Safety Officer shall be entitled to 12 days of sick leave, accrued at one day (1) per completed month of service.

Part-time Public Safety Officers shall accrue sick leave at the rate of one (1) hour of sick time for every thirty (30) hours of time worked up to a yearly maximum of fifty-six (56) hours per year. Total sick time taken by part-time Public Safety Officers may not exceed 56 hours in an academic year.

Section 3

The Executive Director of Public Safety has the right to request a doctor's note for a sick day after five (5) or more consecutive sick days.

Section 4

If an officer has accumulated sick time left as of August 31st, the Public Safety Officer will be compensated by the University at full pay at the prevailing rate for the sick leave. Payment will be made in the first full paycheck for September. The Public Safety Officer also has the option of

carrying over 7.5 days (56 hours) of sick leave into the next contract year if they so desire with a maximum cap of 19.5 days of sick leave per contract year. The Public safety Officer must notify the appropriate Supervisor in writing by August 1st of their intent to carry over the 7.5 days or they will automatically be paid for unused sick time. The maximum number of unused sick days paid out per academic year is 14.

Section 5

Sick time can be utilized for the following reasons:

- Employee's mental or physical illness, or injury, or diagnosis, care, treatment, or preventive care for employee's mental or physical illness or injury;
- Covered family member's mental or physical illness or injury or diagnosis, care, treatment, or preventive care for a covered family member's mental or physical illness or injury;
- Absences related to employee's status as a victim of domestic violence, family offense, sexual offense, stalking, or human trafficking; or
- Absences related to a covered family member's status as a victim of domestic violence, family offense, sexual offense, stalking, or human trafficking.

The term "Family Member" includes an employee's child (biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian, or person who stood in loco parentis when the employee was a minor child), sibling, grandchild, or grandparent, and the child or parent of an employee's spouse or domestic partner.

The term "Parent" is defined as a biological, foster, step, or adoptive parent, or a legal guardian of an employee, or a person who stood *in loco parentis* when the employee was a minor child.

"Child" is defined as a biological, foster, step, or adopted child, a legal ward, or a child of an employee standing *in loco parentis*.

The minimum amount of sick time that can be utilized is either one-half ($\frac{1}{2}$) day for full time employees or for part-time employees, the scheduled shift for that day.

ARTICLE 8 PERSONAL DAYS

Section 1 - Full-time Public Safety Officers shall receive four (4) personal leave days per academic year.

Section 2 - Except in emergencies, the Executive Director of Public Safety or his representative must be notified five (5) days in advance of any Public Safety Officer's intention to take a personal day.

ARTICLE 9 VACATION

Section 1 - Vacation time is accrued for full-time Officers employed less than 3 years from September 1st to the following August 31st. Beginning with the date of appointment a full-time officer accrues at the rate of 6.25 hours per month until August 31st.

Section 2 - Each full-time Officer who has been in the active full-time continuous employ of the University for three (3) years or more shall receive fifteen (15) days vacation per year for use during the then current vacation year.

Section 3 - Each full-time Officer who has been in the active full-time continuous employment of the University for six (6) years or more shall receive twenty (20) days vacation per year for use during the then current vacation year.

Section 4 - Each full-time Officer hired prior to July 1, 2011, who has been in the active full-time continuous employment of the University for eleven (11) years or more shall receive twenty-one (21) days vacation per year for use during the then current vacation year.

Section 5 - Each full-time Officer hired prior to July 1, 2011, who has been in the active full-time continuous employment of the University for twelve (12) years or more shall receive twenty-two (22) days vacation per year for use during the then current vacation year.

Section 6 - Each full-time Officer hired prior to July 1, 2011, who has been in the active full-time continuous employment of the University for thirteen (13) years or more shall receive twenty-three (23) days vacation per year for use during the then current vacation year.

Section 7 - Each full-time Officer hired prior to July 1, 2011, who has been in the active full-time continuous employment of the University for fourteen (14) years or more shall receive twenty-four (24) days vacation per year for use during the current vacation year.

Section 8 - Each full-time Officer hired prior to July 1, 2011, who has been in the active full-time continuous employment of the University for fifteen (15) years or more shall receive twenty-five (25) days vacation per year for use during the then current vacation year.

Section 9 – Each full-time Officer hired on or after July 1, 2011, will only be eligible to accrue a maximum of twenty (20) days vacation per year, as per Sections 1-3.

Section 10 – Part-time Officers who work more than 40 shifts in the current vacation year (September 1 – August 31) shall be granted one day off with pay.

Section 11 - All vacation requests of 5 days or more must be submitted in writing to and approved by the Executive Director of Public Safety or his designee not less than two (2) weeks prior to the beginning of the vacation requested. Timing of vacation shall be granted in accordance with the needs of the department. A response will be made in writing within 5 days of the request privately to the employee making the request. All vacation requests of less than 5 days must be submitted in writing to and approved by the Executive Director of Public Safety or his designee not less than two (2) days prior to the beginning of the vacation requested. Approval of vacation shall be granted in accordance with the needs of the department.

Section 12 - Unless otherwise stated above, the vacation program will be administered in accordance with a Public Safety Officer's right of seniority and with past established practices. A Public Safety Officer shall not be denied a vacation of one week or more where such denial is based solely upon minimum staffing that occurs during the middle of the requested vacation and which would require the Public Safety Officer to return to work for a day during the middle of

vacation. This shall not apply when the minimum staffing is the result of another Public Safety Officer being on approved vacation.

ARTICLE 10 VACATION, SICK LEAVE OR PERSONAL DAYS

Section 1 - Full-time Public Safety Officers who have been employed at the University three years or more will have their vacation, sick leave or personal days available for use beginning September 1st each year, subject to Section 2 of this article.

Section 2 - Upon separation from employment, a Public Safety officer will receive vacation pay and sick pay only for the time accrued to that date. If upon separation from employment, a Public Safety officer used more time than accrued, said time will be paid back to the University.

Section 3 – The vacation year, personal-day year and sick-leave year shall have the same starting and ending dates: September 1 to August 31st. All sick leave and personal days must be used by August 31 (except as is provided in Article 7 - Sick Leave, Section 4). Unused vacation days, personal days, accumulated compensatory time and energy days may be carried over to December 31 of the immediately following vacation year, provided that the reason that the time is not taken by August 31st is the result of the Executive Director of Public Safety being unable to schedule the time off for the Public Safety Officers between September 1st and August 31st.

ARTICLE 11 JURY DUTY

Section 1 - Officers who receive notification to report for jury duty shall present a copy of the notification to the Executive Director of Public Safety or his representative when they next report to work following the receipt of the notice. Any officer required to serve on jury duty will automatically be put on the Monday through Friday 8 to 4 tour (if the Officer normally works other than the Monday to Friday 8 to 4 tour) and excused from Public Safety work during his term of jury duty. The Officer will continue to receive his normal pay during the time that the officer serves on jury duty - that is, if the Officer works a night differential tour, he will be paid as if he is working that tour. Such jury duty pay shall be limited to ten (10) days every two years.

Section 2 - Other legal obligations such as reporting to any court, magistrate, attorney's offices, etc. in connection with their employment and duties as Public Safety Officers at the University will be covered in the same manner as Jury Duty.

ARTICLE 12 BEREAVEMENT

In the event of the death of a spouse, parent, child, brother, sister, mother-in-law, or father-in-law of a Public Safety Officer, the Public Safety Officer shall be allowed up to 5 days of leave with pay.

In the event of the death of some other member of a Public Safety Officer's family, 1 day's paid leave will be allowed. The 5 days (1 day) of leave must include the day of the funeral or be in close proximity to the date of the funeral or the date of death.

ARTICLE 13 ENERGY DAYS

During the Christmas and New Year's holiday season, if the University grants energy days, the University will grant all full-time Public Safety Officers the same amount of energy days as additional days off with regular pay including night differential. These days will be taken off during non-academic periods. Public Safety Officers who are asked to work during this period will be given additional days off at a future time so designated by the Executive Director of Public Safety or his representative.

ARTICLE 14 HOLIDAYS

Section 1 - Each full-time Public Safety officer shall receive 13 paid holidays: Juneteenth, Independence Day, Labor Day, 9/11 Remembrance Day, Thanksgiving Day and the day after (2 days), the day before Christmas and Christmas Day (2 days), the day before New Year's and New Year's Day (2 days), Martin Luther King Day, President's Day, and Memorial Day. Independence Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day will be observed as a holiday on the actual date on which the holiday falls. The 9/11 Remembrance holiday will be a floating holiday and taken with prior approval of the Executive Director or his designee. Juneteenth is a floating holiday in 2021 but may be changed to a set holiday in subsequent years.

Section 2 - A Public Safety Officer who works on a holiday listed in this Article (except for the 9/11 Remembrance Day and Juneteenth while a floating holiday) shall have the option of receiving holiday pay for all hours worked on the holiday or receiving compensation in time for those hours worked in excess of seven and one half hours on the holiday. Requests to take compensatory time shall be in increments of four (4) hours or more, and must be made, and approved, in writing five (5) days in advance. If taken in time, night differential will be included in the calculations.

ARTICLE 15 UNIVERSITY EARLY DISMISSAL

Whenever the entire University experiences an early dismissal due to snow, power failure, administrative decision, etc., Public Safety Officers actually working that day on the tour that corresponds to the period of the closing will be given time off with pay equal to the period of early dismissal at a future date.

In the event that the University is closed on Saturday and Sunday of the same weekend due to snow, power failure, administrative decision (except when the University would Normally be closed), etc., those Public Safety Officers scheduled to work on Saturday or Sunday of that weekend, on the 11:00 p.m. to 7:00 a.m. tour, will be entitled to the same number of hours off with pay that they would be eligible for, for one day, if the closing had occurred during the period of Monday to Friday.

In addition, Public Safety Officers who are notified to report in early due to snow or other conditions, and do so, will receive two (2) hours paid travel time.

If an Association member is requested to report to work during a snow emergency and the employee cannot make it in for their scheduled shift, the employee may choose to use accrued vacation/personal/sick time in lieu of suffering unpaid time off but only if the roads are closed as a

result of an order from the federal, state, or other relevant local government or the Nassau County Executive or County Executive where they live.

ARTICLE 16 EMPLOYEE BENEFITS

Section 1 - The University shall provide the following employee benefits to full-time Public Safety Officers who are covered under this agreement:

- A. Medical plan (Preferred Provider Organization (PPO) and 2 additional alternative medical plans both including prescription drug coverage plus an employee plus 1 option)(when possible)
- B. Health Maintenance Organizations (e.g. Emblem Health)
- C. Life Insurance
- D. Long-term Disability
- E. Tuition Remission
- F. New York State Short-term Disability
- G. 403 (b) Defined Contribution Retirement Plan
- H. \$200,000 of Accidental Death and Dismemberment Insurance while traveling on University business (includes part-time Public Safety Officers)
- I. Dental Insurance
- J. Flexible Spending Accounts Healthcare/Dependent/Transportation/Parking (Employee paid)
- K. Vision Care Plan (Employee paid)
- L. Critical Illness/Accident Insurance (Employee paid)
- M. Health Reimbursement Account (HRA)

The coverage shall be as described in the attachment and these coverages shall be provided only to full-time Public Safety officers. Full-time Public Safety officers must contact the Office of Human Resources for enrollment information.

The terms and conditions of the plans are provided in the plan documents. Documents describing the medical coverages are available online at www.adelphi.edu/hr.

Medical plans offered to University workers who retire will be offered to Public Safety Officers who retire at age 55 with 10 or more years of service as well.

Section 2 - The services offered by the Literacy Center, Speech and Hearing Center, Psychological Services, Bookstore, University Center and Child Activity Center will be offered to full-time Public Safety officers on the same basis as extended to other University employees.

Section 3 - The University shall provide every Public Safety Officer covered by this agreement with appropriate uniforms as follows: three (3) summer and three (3) winter shirts, three (3) pair of trousers, one (1) jacket, one (1) sweater, one (1) cap (winter and summer), one (1) pair of gloves, one (1) raincoat, one (1) pair of foul weather boots, and one (1) rain cap. The University shall replace all items of issue that may be reasonably determined as being in need of replacement. Newly hired Public Safety Officers will be issued an initial set of uniforms that is appropriate for the season and weather conditions. Upon completion of the probationary period the remaining uniforms will be issued.

The University must consult with the Association on any changes to the PSO uniform which involves comfort, health and/or safety.

Section 4 - During the month of May each year, the Executive Director or his/her designee will make a determination when to begin wearing the summer uniform or short sleeve attire. During the month of October each year, the Executive Director or his/her designee will determine when wearing long sleeve attire should resume. If at any time during the year, the temperature reaches or is predicted to reach 70 degrees Fahrenheit or warmer during a tour, a shift supervisor shall authorize employees to wear the summer uniform or short sleeve uniform shirts on a voluntary basis.

Section 5 - The University shall provide a locker room for Public Safety Officers, which will be kept in good order by said officers. This room is the property of the University and as such may be inspected by the Executive Director of Public Safety or his representative at any time.

Section 6 - The University shall have the right to change benefits providers, and/or benefits carriers. During the duration of this contract, the benefits and coverage established shall not be reduced, except, that in order to offer a more cost-effective medical plan, the University may raise co-pays for office visits, emergency room visits, in/outpatient hospital visits and prescriptions. Such copay increases will correspond with increases for other unions and such increases will not be unreasonable (e.g. go from \$5 to \$100). Should the University opt to offer additional insurance plans to its full-time administrative employees i.e., dental plan, eye care plan, etc., these benefits will also be offered to Public Safety Officers in the same manner as to those employees who are offered the coverages. If the Public Safety Officers as a group decide to accept the new coverage, those individual Public Safety Officers who elect coverage will be responsible for 100% of any additional monthly premium for the new coverage(s) for the term of the agreement.

Section 6(a) - The University shall give written notice of but shall not be required to bargain with respect to changes in the health and welfare insurance coverage provided hereunder that do not result in a reduction of benefits other than described above. In the event that an insurance carrier providing coverage through the University to employees covered under this collective bargaining agreement shall unilaterally make changes or terminate all coverages, not caused by or due to any conduct of the University, which results in a reduction or elimination of any of the benefits covered under this article, this shall not be deemed to be a reduction in benefits. In the event of any such unilateral change in benefits, the University agrees to make best efforts to continue insurance coverage under the original or an alternative plan, if any, with the current or alternative carrier, that comes as close as possible to duplicating the benefits that have been reduced or eliminated. Notice of such changes/terminations will be given to the union prior to the effective date of the changes/termination. The University agrees to arrange a meeting with the affected carrier and the union. If the University is unable to find comparable coverage, the University agrees to consider any alternative coverage proposed by the union provided the cost, including the cost of administration, for same is not materially different than the current cost of coverage. This section does not apply to mandatory coverage required under the New York State Worker's Compensation law.

Section 7 - If, during the term of this agreement, legislation is enacted requiring Public Safety Officers to obtain certification, licenses, training etc., for which fees are charged, such fees will be paid by the University for all Public Safety Officers employed by the University on the effective date of this

agreement. Any Public Safety Officer for whom a fee(s) is paid under the terms of this section, who voluntarily leaves the employ of the University or is discharged for cause within three (3) years of the date of the payment of the fee(s) by the University, shall reimburse the University for the fee(s) at the rate of one-third (1/3) of the fee for each full or part year that the Officer leaves prior to the end of the three year period. Each Public Safety Officer for whom a fee(s) is paid will sign a form agreeing to reimburse the University under the terms of this section and authorizing the University to withhold remuneration due to the Officer up to the total amount of the fee(s).

ARTICLE 17 CLEANING ALLOWANCE

The University will pay a cleaning allowance of \$800 per year to every full-time Public Safety Officer for the maintenance of their uniforms through the duration of the contract. The University will pay \$175 per year to part-time Public Safety Officer for the maintenance of their uniforms through the duration of the contract as denoted in Article 20 Section 7. Public Safety Officers who have not been employed for a full year will be compensated for their uniforms on a pro-rated basis. Every attempt will be made to pay the cleaning allowance by June 30th, but no later than July 15th.

ARTICLE 18 SENIORITY

Section 1 - A full-time Public Safety Officer's seniority right in position begins with the anniversary date of that officer's hiring by the University.

Section 2 - Seniority shall be broken by voluntary resignation or discharge for good cause or failure to return after recall due to layoff or leave of absence.

Section 3 - Vacancies in position and work tours for Sergeants, Public Safety Officers, Supervisors, and other non-union uniformed Public Safety positions shall be posted on the Public Safety Officer's bulletin board and clipboard in the Public Safety Command center. These vacancies whether new or as a result of retirement, resignation, illness etc. will be posted as follows:

Any such posting shall contain location, tour hours, regular days off and any other information necessary for Public Safety Officers to make an informed decision whether or not to submit a request. Such request to be submitted in writing to the Executive Director of Public Safety within 7 working days of the posting.

Full-time and part-time Public Safety Officers have the right to apply for an open full-time Public Safety Officer, Sergeant, Supervisor and other non-union uniformed Public Safety position provided that the Public Safety Officer meets the qualifications for the position. For positions covered by this Collective Bargaining Agreement, if no full-time officer is chosen, a qualified part-time officer who has applied for the position and who meets the qualifications will be offered the position. If the position has not been filled from within, it is the Executive Director of Public Safety's prerogative to seek outside applicants.

Section 4 - If there is an internal RDO change, the change goes to the most senior person on that tour, as opposed to seniority at Adelphi.

ARTICLE 19 NON-SECURITY DUTIES

Section 1 - The duties of Public Safety Officers are regulated by the Executive Director of Public Safety or his representative, and whatever they deem necessary and reasonable for the Public Safety Department will be the duties of all Public Safety Officers.

Section 2 - No Public Safety Officer shall be required to act as a messenger or chauffeur for any department of the University except when directed by the Executive Director of Public Safety or a person designated by him. Public Safety Officers will not routinely be utilized as van, bus or taxi drivers unless in case of emergency or unexpected absences.

Public Safety employees will perform chauffeuring/transporting duties in the same manner as prior to July 1, 2002 as directed by management.

The amount of chauffeuring/transporting (number of trips) will not drastically increase; chauffeuring of students will not be initiated and in the event that an employee is directed to complete a van run (i.e. in the case of van driver illness), \$15 additional compensation per tour will be paid for the van run.

Section 3 - While performing his normal tour of duty, any Public Safety Officer instructed by the Executive Director of Public Safety or his representative to perform non-security related duties as follows, will be compensated with an additional \$40.00 per tour:

- Bank Runs - (a University vehicle will be provided). Bank runs may be made in civilian clothes.

Section 4 - Adelphi University reserves the right to make assignments which it believes are security-related and the Security Association reserves the right to submit a grievance on any non-security duty during this contract.

Section 5 - For all assignments requiring a University vehicle, said vehicle shall have functioning heat, air conditioning and radio whenever possible.

ARTICLE 20 PART-TIME PUBLIC SAFETY OFFICERS (NON-STUDENTS)

Section 1 - Part-time Officers shall not be utilized more than 37.5 hours in one week unless there are no full-time officers available. Should that situation occur, part-time officers would be compensated with overtime as if the officer was full-time, at the part-time rate of pay.

Section 2 - Part-time Public Safety Officers working in excess of thirty-seven and one-half (37 1/2) hours per week and on the designated holidays in this agreement, shall receive time and one-half pay.

Section 3 - Part-time Public Safety Officers will not be entitled to paid holidays, tuition remission or other University "employee benefits", with the exception of that provided in Article 9, Section 10.

Section 4 - While Adelphi University reserves its ultimate right to determine appropriate staffing, Adelphi shall endeavor to retain the approximate present ratio of full time to part time shifts (20%) or 1,352 part-time shifts per year. The University will consider such factors as any additional workload due to construction and the addition of new patrol assignments, areas, or buildings.

Section 5 - The number of part-time Officers employed will not exceed the number of full-time Officers employed at any time during this contract except as provided in Article 32.

Section 6 - A part-time Officer's employment may be terminated if he/she has worked fewer than seven (7) shifts in the prior rolling twelve (12) month period and the Officer has declined the opportunity to work at least 6 or more times during the same prior rolling twelve month period.

Section 7 - A part-time Officer will not receive their Uniform allowance if they do not work 12 shifts for the rolling twelve (12) month period.

ARTICLE 21 NO STRIKES - NO LOCKOUTS

During the term of this Agreement, the University shall not engage in any lockout of the Public Safety Officers covered herein.

During the term of this Agreement, the Association and the Public Safety Officers covered herein shall not authorize, condone, encourage, or engage in any strike, sympathy strike, slow down, picketing, cessation of work, or other interference with the University's operations. It is understood and agreed that the term "sympathy strike" includes any work stoppage, discontinuance or curtailment of services, or failure to perform any duty at the assigned time or place, by the Public Safety Officers covered by this Agreement (whether acting singly or in concert with others) because of a picket line or strike arising out of a dispute between the University and any individuals or group not covered by this Agreement.

ARTICLE 22 DISCIPLINE

Section 1 - Following a motor vehicle accident involving an employee on work time, where bodily injury results or when there are two or more accidents within the same calendar year by the same employee where no bodily injury results, the University may require drug/alcohol testing be administered by a third party provider, with a split sample, paid for by the University. If a test result is positive for alcohol or unlawful drugs, and is confirmed by the split sample, the University must offer the employee a Last Chance Agreement which shall include a 30-60 day outpatient drug/alcohol treatment program (paid through the employee's medical plan), except in cases where the individual has prior related convictions or if the accident results in a felony conviction, in such cases the individual is not eligible for a Last Chance Agreement. Where an arrest is made and charges filed against the employee, the employee will be on unpaid suspension until the outcome of the case, and no Last Chance Agreement shall issue.

Section 2 - Just Cause the University has the right to discipline members of the bargaining unit but only will do so with just cause. The University further generally follows the policy of "progressive discipline", however, some conduct may be so inappropriate and/or unsafe that the University may

immediately suspend the employee, pending investigation. The University shall notify the Union of all investigatory and disciplinary meetings and the Union shall be present (and grievant may not waive that right on behalf of the Union). The issue being raised must be presented to the Union at least 24 hours prior to such meeting, except in extreme situations. A written decision must be presented to the Union within five business days of the meeting.

Section 3 - Warning letters shall be deemed stale and shall be physically removed from an employee's file three (3) years after the issuance, provided however, the employee does not commit the same infraction within three (3) years from the date of the original issuance.

ARTICLE 23 GRIEVANCES AND ARBITRATION

A grievance is an allegation that there has been a violation, misinterpretation or misapplication of a specific term of this agreement. The Grievance Procedure shall be as follows:

1. Step 1: The aggrieved party shall file a written grievance with the any representative of the Association. The representative will review the grievance and then submit it to the Executive Director of Public Safety or his representative within thirty (30) calendar days of the alleged violation of the contract.
2. The Association representative(s) and the Executive Director of Public Safety or his representative shall meet within five (5) working days of the filing of the grievance in an attempt to resolve the grievance.
3. Step 2: If the grievance cannot be resolved as stated in Step 1, said grievance shall be submitted to the Human Resources representative.
4. The Human Resources representative will have 5 working days to attempt to resolve the grievance.
5. If the grievance has not been resolved after Step 2, aggrieved parties shall within thirty (30) days submit the grievance to the American Arbitration Association (or other qualified arbitration organization acceptable to both parties, if the American Arbitration Association is no longer in business) for the purpose of binding arbitration.

The necessary expenses of arbitration shall be shared equally by the parties involved. The University and the Association shall be responsible for their own individual counsel fees.

The time limitations contained in the article may be extended by mutual agreement.

ARTICLE 24 WAIVER OF RIGHTS

The Association members covered by this agreement do not waive any prior rights and privileges not specifically set forth in this agreement.

ARTICLE 25 RIGHT OF MANAGEMENT

1. The Association recognizes the right of management to direct and control management policies subject to the obligations of this agreement. Employees will cooperate with management within the obligations of this agreement in order to facilitate efficient operation.
2. The Association recognizes the right of management to exercise flexibility in the interest of efficient operations. Flexibility is construed to mean the right to transfer Public Safety Officers from shifts and locations with reasonable notice to the effected employee and recognition of seniority. The right of management to transfer Public Safety Officers from shifts and locations will also not be abused or cause undue hardship.
3. Management will not allow an employee to bump another employee from their current position, shift, or schedule except as noted in Article 27.

ARTICLE 26 SEPARABILITY

In the event that any provision of this agreement shall, at any time, be declared invalid by any court of competent jurisdiction or by any legislative enactment, neither such decision nor legislation shall invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect. In the event that any Federal or State statutes enacted subsequent to the effective date of this agreement, shall have the effect of invalidating or voiding any provision of this agreement, the parties hereto shall meet for the purpose of negotiating with respect to the matters covered by the provisions that may have been so declared invalid or void.

ARTICLE 27 LAYOFF AND RECALL

Section 1 - In any contemplated layoff by the University, the individual full-time Public Safety Officer's right of unbroken and continuous seniority shall prevail. Layoffs shall occur in inverse order of seniority with the least senior Public Safety Officer being laid off first and so on.

Section 2 - Unbroken and continuous seniority for a Public Safety Officer who leaves for any reason other than layoff and then returns to the University begins with the most recent hiring date of the individual Public Safety Officer.

Full-time Public Safety Officers voluntarily or involuntarily laid off will maintain their seniority, attained prior to the layoff, for a period of twelve (12) consecutive months (the recall period) commencing the first calendar day that the Officer is on layoff. Full-time Officers who were laid-off and who are rehired within six months of the end of the recall period will retain their seniority.

Full-time Officers recalled on a temporary basis to fill-in for extended absences of other Officers, special staffing needs and/or special events, who return, will have their recall period extended equivalent to the time the Officer works for the University on a temporary basis. Full-time Officers subject to recall who decline to return on a temporary basis will retain the dates of their initial recall period.

In the event that the University is unable to temporarily fill positions with full-time Officers who are subject to recall, nothing shall preclude the University from hiring Officers to fill these temporary vacancies.

Section 3 - Full-time Public Safety Officers that are laid off or who take voluntary layoff will receive, in addition to their accrued vacation and overtime compensation days' pay, severance pay as follows:

<u>Years of Service</u>	<u>Benefit</u>
Two (2) years or less	None
More than two (2) years but Less than five (5) years	Two (2) weeks at their regular base rate
Five (5) years but less than ten (10) years	Four (4) weeks at their regular base rate
Ten (10) years or more	Eight (8) weeks at their regular base rate

Section 4 - If there are to be layoffs of full-time Public Safety Officers, they shall occur as follows:

1. The Executive Director of Public Safety shall advise the President of the Public Safety Officers Association that there will be a layoff.
2. The President of the Public Safety Officers Association will ask for volunteers to be laid off and will report the names to the Executive Director of Public Safety. If more Officers volunteer than are needed, the Officer(s) with the most seniority will have first choice and so on.
3. If no full-time Officers volunteer for layoff, then three (3) part-time Public Safety Officers must be laid off prior to each full-time Public Safety Officer involuntarily laid off, provided that there are part-time Officers employed at the time of the layoff.
4. Full-time Public Safety Officers who are involuntarily laid off shall be laid off in inverse order of seniority with the least senior laid off first, and so on.
5. Full-time Public Safety Officers who have been advised that they are involuntarily being laid off will have the option of replacing the least senior part-time Public Safety Officer, at the maximum part-time Public Safety Officers rate, without affecting the full-time Officer's right to recall to a full-time Public Safety Officer's position for the twelve (12) month period following the date of layoff.
6. Full-time Public Safety Officers who have been laid off, who are eligible for recall, shall be recalled to full-time positions and offered part-time positions in order of seniority, with the most senior recalled first and so on, before the positions are filled by hiring from outside the University. If a full-time Officer on layoff declines to return to a full-time position, the Officer will have given up his seniority and rights to future recall. If a full-time Officer on layoff declines a part-time position the Officer will have given up his right to be offered a part-time position again

while on layoff but will remain eligible for recall to a full-time position during the Officer's twelve (12) month recall period.

Section 5 - If a full-time Public Safety Officer is recalled to and accepts a full-time position after being laid off and the time between layoffs and recall is less than the amount of time for which the employee received severance, the Public Safety Officer shall reimburse the University for the amount overpaid.

ARTICLE 28 COMPENSATORY TIME

In the event that it becomes legal for employers to allow employees to take compensatory time in lieu of payment of overtime beyond the pay period in which it occurs or in addition to Holiday pay (as stated in Article 14, Section 2) the parties hereto shall meet for the purpose of negotiating with respect to the matters covered by the provisions that may have been so declared valid or legal.

ARTICLE 29 INDEMNIFICATION

The University shall indemnify, defend and hold harmless Public Safety Officers/Sergeants against any claim or any suit arising out of the performance of their duties as such.

ARTICLE 30 PAY PERIOD

Full-time and Part-time Public Safety Officers and Sergeants shall be paid bi-weekly (every other week) on Fridays via direct deposit of their paychecks. All full-time and part-time Officers must sign up for direct deposit.

ARTICLE 31 EMPLOYEE RESPONSIBILITY

Confidentiality - The Association and its members agree that every employee shall keep confidential and not divulge to any person, other than management of the University, all information obtained from any source having any bearing upon the personal life and/or activities of students and employees.

ARTICLE 32 OUTSIDE CONTRACT SECURITY GUARDS

The Executive Director of Public Safety or the Associate Director reserves the right to bring in outside contract security guards for emergencies in the event that no Public Safety Officer is available for the tour/assignment. Notification to the association must be made of management's intentions to do so in writing.

In the case of a "high-profile" event where current staffing levels do not meet event demands (and all Officers have been offered tours/assignments), the Executive Director of Public Safety will consult with the President of the Security Association to review outside staffing needs.

Outside contract security guards will be supervised and directed in the same manner as Adelphi Public Safety Officers and may be relieved of their duties by the Shift Supervisor or Sergeants after consultation with the Executive Director or designee.

ARTICLE 33 HEALTH & SAFETY

Section 1(a) - Adelphi University shall furnish as far as reasonably practical to each Public Safety Association member a workplace which is free from recognized hazards that are likely to cause physical harm.

Section 1(b) - The University and the Union agree to establish a safety committee, which shall have two (2) representatives from the Association and two (2) representatives from management. The purpose of the Committee will be to identify and study issues relating to the safety of members of the bargaining unit and to report on same to the Executive Director of Public Safety.

Section 2 – The Director of Health Services will notify the Executive Director of Public Safety of any cluster of cases that may signify an outbreak of an airborne communicable disease. The Executive Director shall promptly notify the Association.

Section 3 – All Association members must comply with the employee Covid testing/vaccine policy, as per the attached addendum.

Section 4 – Paid time out for exposure to health emergency/pandemic/epidemic
If an employee is required to quarantine by a government agency or by Adelphi University, they will receive up to two weeks of paid time off or less depending on the guideline mandates. Employees will only be paid for a maximum of two (2) paid quarantine periods which are for direct contact or diagnosis only and not to be used for third party contact.

If an employee has already used two (2) allotted quarantine periods, they may use paid time off if the university requires them to quarantine and the employee did not violate a state/federal restriction. If an employee violated state/federal restrictions which caused them to go out on quarantine, they will be unpaid for that time period.

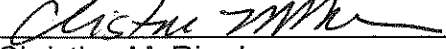
Section 5 – If, during an emergency/threat, there is a tour change, PSOs may be required to hold over.

This contract has been agreed to by the parties involved whose signatures below represent ADELPHI UNIVERSITY (The employer): and the ASSOCIATION representing the PUBLIC SAFETY OFFICERS AND SERGEANTS (Employees).

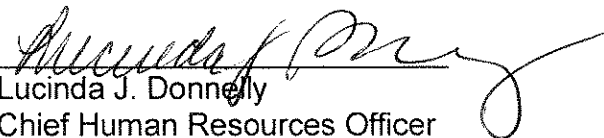
DATED: 12/2/2021

ADELPHI UNIVERSITY


BENEVOLENT ASSOCIATION OF
SECURITY OFFICERS OF
ADELPHI UNIVERSITY


BY: 
Christine M. Riordan
President

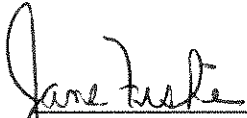

Mark Hannigan
President

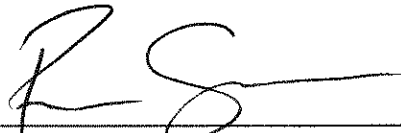

Lucinda J. Donnelly
Chief Human Resources Officer



Kenneth Pepe
Vice President


Eugene Palma
VP of University Wellness, Safety
& Administration


Frank Scalamandre
Secretary


Jane Fisher
Director of Talent Management
& Labor Relations


Raymond Capers
Treasurer


Anthony Maldonado
Human Resources Partner

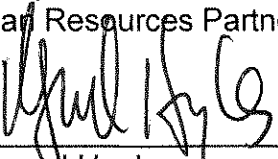

Raymond Hughes
Executive Director

EXHIBIT I

FULL-TIME PUBLIC SAFETY OFFICER EMPLOYEE BENEFITS SUMMARY – This Benefits Summary attached hereto is incorporated by reference into this Collective Bargaining Agreement.

CREDIT UNION - During the term of this Agreement, the full-time Public Safety Officers covered hereby will be entitled to participate in the Nassau Educators Federal Credit Union on the same terms and conditions and subject to the same restrictions and limitations as all other employees of the University.

LONG-TERM DISABILITY - The University may offer Long Term Disability (LTD) Insurance to full-time Public Safety Officers that provides a benefit of 60% of base annual salary to a maximum benefit of \$4,000 per month. The premiums for this coverage, if voluntarily contributed by the Public Safety Officer, will make the benefits received (under current law) tax free.

FAMILY AND MEDICAL LEAVE ACT (FMLA) - The Public Safety Officers covered by this agreement shall be covered by the University's Family Medical Leave Policy instituted on August 5, 1993, subject to the conditions of the Family Medical Leave Act.

DEFINED CONTRIBUTION RETIREMENT PLAN

Full-time Public Safety Officers covered by this Agreement will continue to be eligible to participate in the University's Defined Contribution Retirement Plan under IRS code section 403(b), subject to any requirements of or any changes in any relevant IRS, ERISA, federal or state regulation, in existence as of the ratification date of this Agreement, provided, however, that they comply with all existing requirements and conditions of participation imposed by the University or the Plan, including, but not limited to, requirements and conditions applicable to employee eligibility and contributions.

The University will provide notice of, but shall not be required to bargain with respect to, changes in the retirement plan referred to in the preceding section that are required by law or changes that are applicable to all University employees covered by the plan and which do not reduce benefits.

Full-time Public Safety Officers covered under this agreement participating in the retirement plan shall be eligible to receive University matching contributions as follows:

The University shall provide all full-time employees covered under this Agreement with the option to participate in the Adelphi University Defined Contribution Retirement Plan ("Plan") under section 403(b) of the Internal Revenue Code ("IRC"), subject to any requirements or changes in any relevant provisions of the IRC, the Employee Retirement Income Security Act of 1974, ("ERISA") or any other applicable federal or state law regulation.

Upon the first of the month following the date of hire, all full-time employees covered under this agreement may participate in the University sponsored 403(b) plan ("The Plan") with no University contributions.

After two (2) years of employment, those participating in the plan shall be eligible to receive University contributions on their regular rate of pay as follows:

1. First two (2) years of contributing – If employee contributes a minimum of 4.5%, employee will receive a University contribution of 7.5%.
2. Commencement of third (3rd) year until end of sixth (6th) year: If employee contributes a minimum of 3.5%, employee will receive a University contribution of 8.5%
3. Commencement of seventh (7th) year until the end of the twentieth (20th) year: if employee contributes a minimum of 2.5%, the employee will receive a University contribution of 9.5%.
4. Commencement of twenty first (21st) year and greater: if employee contributes a minimum of 3.5%, employee will receive a University contribution of 11.5%.

HEALTH AND WELFARE

HEALTH INSURANCE

Full-time Officers will continue to be eligible to enroll in the University's health insurance plans.

Documents describing the plans are available online at:
<https://portal.adelphi.edu/group/hr/forms/#benefits>

Effective January 1, 2017, full-time members who are enrolled in either of the PPO medical plans, the University shall provide a Health Reimbursement Account (HRA). For people enrolled in an individual plan, the University shall contribute \$400 to the HRA annually and for those enrolled in a family plan the University shall contribute \$750 annually. The HRA is an employer funded account (employees do not contribute) which is used by the employee to pay for eligible medical expenses (according to guidelines established between the parties). HRA funds may be used for first dollar expenses, and employees need not pay deductibles prior to using HRA funds. Any balance of the HRA can be carried over for up to two (2) calendar years.

Notice of changes to copay amounts will be provided to the Association 30 days in advance.

The terms and conditions of the plans are provided in the plan documents. Booklets describing the medical plan coverage are available from the Office of Human Resources.

Full-time employees who enroll in any of the University's health insurance plans shall contribute toward the payment of premiums charged for such coverage, through periodic payroll deductions in accordance with the following schedule:

<u>Percentage (%) Contribution</u>	<u>Employee</u>	<u>Plan</u>
<u>Adelphi</u>		
66%	34%	HIGH OPT - IND & FAMILY
75%	25%	STD OPT – IND
70%	30%	STD OPT - FAMILY
75%	25%	HMO – INDIV
75%	25%	HMO - FAMILY

The University and Public Safety employees will share all premium increases in the same proportion as in the contributions above.

TUITION REMISSION –

Adelphi reserves the right to reduce or change the tuition remission reimbursement amount and/or eligibility for employee spouses. Below is the current benefit as of 7/1/21.

It is University policy to provide educational opportunities for our employees. Tuition remission at Adelphi University is available beginning the first complete semester after an employee begins work for him/herself and for an employee’s spouse. Tuition remission is available for an employee’s dependent children for the semester after one year of employment. Full-time employees are eligible for tuition remission for two undergraduate or two graduate courses each semester. Spouses of employees are entitled to two undergraduate or three graduate courses per semester. Dependent children of full-time employees are eligible for full undergraduate tuition remission for the completion of their first baccalaureate degree; (whether previously conferred from Adelphi or another institution). Study abroad and Independent study courses are not covered by tuition remission.

When an employee terminates employment for any reason during a semester in which he/she, the spouse or dependent child has tuition remission, he/she will be billed for a prorated portion of the tuition charge.

Tuition remission forms must be completed online on or before the DROP date for the semester or cycle in which the tuition remission is being requested. No forms will be processed after the drop date and any tuition or fees due for coursework completed will not be waived.

To apply for tuition remission, employees submit a completed tuition remission application form online.

Taxability of Tuition Remission for Graduate Coursework:

Employees

Tuition remission for graduate coursework that exceeds the IRS-determined amount per calendar year will be subject to taxation unless the employee is taking courses and/or a degree which is work-related and the employee receives an approved exemption in

writing, from the Controller's Office. All requests must be submitted prior to the first day of classes.

Spouses

Employees whose spouses receive tuition remission for graduate level courses will be taxed for the full value of the remission received and the full amount of the remission will be included on the employee's W-2. Note: Employees, their spouses, and dependents are not, at this time, subject to federal or state income tax for the amount of undergraduate tuition remission received.

Dependent Children of Full-Time Public Safety Employees who die while employed with the University and who are age 16 or over are entitled to the same benefits in this section for dependent children of full-time employees.

Beginning in the fall, 2015 semester, in order for an employee's dependent child who is age 24 or older to prove dependency for tuition remission purposes:

- 1) The child must not have a Bachelor's degree,
- 2) The child must reside with one of the parents during all of the semester(s) they receive remission (unless they live on Adelphi's campus) and
- 3) The employee must provide proof that the child is being claimed on one of the parent's most recently filed tax returns.

Proof of residence and tax dependency must be provided to the Office of Human Resources before the semester in which the child turns 24 and yearly thereafter.

If the child of an employee is age 24 or older and is currently receiving tuition remission but **cannot** prove dependency and/or residency, they will not be eligible for remission as of the fall semester of 2016.

If the child of an employee is age 24 or older, is currently receiving tuition remission and **can** prove dependency and residency, the employee must provide Human Resources with the written proof prior to the beginning of the fall semester of 2016.

CONTINGENCY

If Adelphi grants graduate level tuition remission benefits for dependent children of employees during the life of this contract to any other non-faculty union, then the same benefit will be added to this contract.

WORKER'S COMPENSATION

If a Public Safety Officer or Sergeant goes out on Worker's Compensation as a result of responding to an emergency situation or physical confrontation, the Officer or Sergeant will accrue vacation, personal, and sick time as usual for the first 3 months on worker's compensation.