

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NEW YORK UNIVERSITY**

**AND**

**LOCAL 153**

**November 12, 2021**

**ARTICLE IV Hours of Work and Overtime**

Amend Section 2, adding the following language: "Paid time off for approved vacation and personal days will be counted toward the base workweek for purposes of computing overtime."

**ARTICLE V Promotions and Transfers**

Section 3. Amend the following sentence with the language in *italics*:

"An Employee who is promoted or reclassified to a higher position shall receive the standard salary for the new job classification or a fourteen percent (14%) *[fifteen percent (15%), effective upon ratification of this Agreement]* increase in the employee's current base wage, whichever is greater. *Effective January 1, 2025, an Employee who is promoted or reclassified to a higher position shall receive the standard salary for the new job classification or a sixteen percent (16%) increase in the employee's current base wage, whichever is greater.*"

## **ARTICLE VI Layoffs and Recall**

Section 1. Amend as follows:

### **Job Series Categories**

Delete Series I, Series V, Series VI, Series VII, Series VIII and Series IX. Combine Series III and IV, subject to the below removal of titles.

Renumber Series II, III, IV and X as follows:

#### **Series I**

Administrative Assistant  
Administrative Aide  
Secretary II  
Secretary I  
Senior Clerk  
Clerk A

#### **Series II**

Sr. Technician II  
Sr. Technician  
Technician E  
Technician D

#### **Series III**

Program Manager  
Program Coordinator  
Administrative Coordinator  
Assistant Coordinator  
Media Support

The following titles are removed from the CBA, including Schedule A: all titles in Series I (Sr. Word Processing Specialist, Word Processing Specialist, Typist II and I) Bookkeeper II, Bookkeeper I, Clerk B, Technician C, B and A, Instrument Maker, Machinist B and A, all titles in Series V (Programmer, Console Operator, Computer Operator, Key punch Operator), all titles in Series VI (Custodian), all titles in Series VII (Offset Pressman), all titles in Series VIII (Technical Illustrator), all titles in Series IX (Parking Lot Attendant), and will be listed in an Appendix to the CBA in the event that they may be used in the future. Should that occur, the parties shall negotiate compensation for such position at that time.

Amend Section 3 as follows:

Add a fifth tier for severance: "15 years of service or more: 13 weeks of pay."

## **ARTICLE VII Bereavement and Sick Pay**

Amend the first paragraph of Section 4 as follows (added language in italics):

~~Section 4. 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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~~ *Full-time employees will accrued sick leave at the rate of one day per completed full calendar month of service, for a total of twelve (12) sick days per year. Part-time employees will accrue prorated sick leave based on the number of hours they are scheduled to work each week. Sick leave may also be used for "safe leave," as defined by applicable law.*

Amend the third sentence of the second paragraph of Section 4 as follows (changes in italics)

*"Such option must be exercised by August 31 of each year and payment shall be made at the rate in effect as of June 30."*

Amend Section 6 to include the language in italics:

Section 6. Each year, an employee may use up to ~~five (5)~~ *eight (8)* 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). *Similarly, each year, an employee may use up to five (5) eight (8) days of accrued sick leave for safe leave for a family member.* "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.

Amend Section 7 to include the language in italics:

Section 7. The provisions of the New York City Earned Safe and Sick Time Act (Local Law 46 of 2013, as amended) *and the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law)* are waived. *It is specifically acknowledged that the benefits/paid days off provided under this Agreement are comparable to, and therefore in lieu of, paid sick leave provided under Section 196-b of the New York Labor Law.*

## **ARTICLE VIII Holidays**

Amend Section 1 to include Juneteenth as a holiday beginning in academic year 2021-22. Add sentence "Beginning academic year 2021-2022, Juneteenth, as observed in the NYU Office Holiday calendar, shall be recognized as a paid holiday."

The holiday schedule is attached as Appendix A.

### **Appendix A**

#### **Holiday Schedule 2021**

January 1, 2021 Friday	Winter Recess
January 18, 2021 Monday	Martin Luther King, Jr. Day
February 15, 2021 Monday	Presidents' Day
May 31, 2021 Monday	Memorial Day
July 5, 2021 Monday	Independence Day

#### **Holiday Schedule 2021-2022**

September 6, 2021 Monday	Labor Day
November 25, 2021 Thursday	Thanksgiving Recess
November 26, 2021 Friday	Thanksgiving Recess
December 24, 2021 Friday	Winter Recess
December 27, 2021 Monday	Winter Recess
December 28, 2021 Tuesday	Winter Recess
December 29, 2021 Wednesday	Winter Recess
December 30, 2021 Thursday	Winter Recess
December 31, 2021 Friday	Winter Recess
January 3, 2022 Monday	Winter Recess
January 17, 2022 Monday	Martin Luther King, Jr. Day
February 21, 2022 Monday	Presidents' Day
May 30, 2022 Monday	Memorial Day
June 20, 2022 Monday	Juneteenth
July 4, 2022 Monday	Independence Day

#### **Holiday Schedule 2022-2023**

September 5, 2022 Monday	Labor Day
November 24, 2022 Thursday	Thanksgiving Recess
November 25, 2022 Friday	Thanksgiving Recess
December 26, 2022 Monday	Winter Recess
December 27, 2022 Tuesday	Winter Recess
December 28, 2022 Wednesday	Winter Recess
December 29, 2022 Thursday	Winter Recess
December 30, 2022 Friday	Winter Recess

January 2, 2023 Monday	Winter Recess
January 3, 2023 Tuesday	Winter Recess
January 16, 2023 Monday	Martin Luther King, Jr. Day
February 20, 2023 Monday	Presidents' Day
May 29, 2023 Monday	Memorial Day
June 19, 2023 Monday	Juneteenth
July 4, 2023 Monday	Independence Day

#### Holiday Schedule 2023-2024

September 4, 2023 Monday	Labor Day
November 23, 2023 Thursday	Thanksgiving Recess
November 24, 2023 Friday	Thanksgiving Recess
December 25, 2023 Monday	Winter Recess
December 26, 2023 Tuesday	Winter Recess
December 27, 2023 Wednesday	Winter Recess
December 28, 2023 Thursday	Winter Recess
December 29, 2023 Friday	Winter Recess
January 1, 2024 Monday	Winter Recess
January 2, 2024 Tuesday	Winter Recess
January 15, 2024 Monday	Martin Luther King, Jr. Day
February 19, 2024 Monday	Presidents' Day
May 27, 2024 Monday	Memorial Day
June 19, 2024 Wednesday	Juneteenth
July 4, 2024 Thursday	Independence Day

#### Holiday Schedule 2024-2025

September 2, 2024 Monday	Labor Day
November 28, 2024 Thursday	Thanksgiving Recess
November 29, 2024 Friday	Thanksgiving Recess
December 24, 2024 Tuesday	Winter Recess
December 25, 2024 Wednesday	Winter Recess
December 26, 2024 Thursday	Winter Recess
December 27, 2024 Friday	Winter Recess
December 30, 2024 Monday	Winter Recess
December 31, 2024 Tuesday	Winter Recess
January 1, 2025 Wednesday	Winter Recess
January 20, 2025 Monday	Martin Luther King, Jr. Day
February 17, 2025 Monday	Presidents' Day
May 26, 2025 Monday	Memorial Day
June 19, 2025 Thursday	Juneteenth
July 4, 2025 Friday	Independence Day

### **ARTICLE XIII Leave of Absence**

Amend Section 9. as follows (changes in *italics*):

Employees temporarily authorized to work in a position at a higher grade for at least thirty (30) calendar days during the absence, due to disability or leave of absence, of the employee in the higher position shall be paid either the standard rate of the higher grade or 14% [*fifteen percent (15%), effective upon ratification of this Agreement*] above the assigned employee's current rate, whichever is greater, for all time worked. *Effective January 1, 2025, Employees temporarily authorized to work in a position at a higher grade for at least thirty (30) calendar days during the absence, due to disability or leave of absence, of the employee in the higher position shall be paid either the standard rate of the higher grade or sixteen percent (16%) above the assigned employee's current rate, whichever is greater, for all time worked.*

### **ARTICLE XIV Discharge**

Amend Section 3 as follows (changes in *italics*):

Discharge grievances shall be presented initially as stated in Article XXIII Section 1, Step III, contained in this Agreement within ten (10) *business* days of the discharge or such discharge shall be deemed accepted by the employee and the Union.

Amend to add New Section, Section 4:

Section 4. Employees will be given an opportunity to read any written warning or letter notifying them of disciplinary action which is placed in their personnel file, and shall receive a copy at the same time. They must acknowledge that they have read the document by signing it. This provision is not applicable to documents placed in the personnel files prior to the date this Agreement is signed, and does not permit inspection of personnel files. It is not applicable to memorandums of oral warnings.

An employee will be permitted to submit a written rebuttal to any written warning letter or notice of disciplinary action and have it placed in his/her personnel files.

### **ARTICLE XVI No Discrimination**

Amend Section 2 as follows (changes in *italics*):

Section 2. The Union may appoint a member of the unit to the ~~*Affirmative Action Program Committee*~~ *diversity, equity and inclusion committee at the School of Engineering*, subject to the School of Engineering's approval, which will not be unreasonably withheld.

## **ARTICLE XIX Tuition Remission**

Amend to add New Section:

Section 4. Beginning September 1, 2022, full-time employees covered under this Agreement shall be eligible to participate in the Portable Tuition Benefit Plan for Dependent Children of NYU Employees and Retirees ("Portable Tuition Benefit Plan"), as it may exist from time to time, subject to the terms of the Plan. For clarity, employees must be currently employed as of September 1, 2022 to be eligible for this benefit, and continuous years of service as of September 1, 2022 shall be credited towards the three-year waiting period required under the Portable Tuition Benefit Plan to be eligible to apply for the benefit, and to any other waiting periods that are required under the Plan. All questions concerning eligibility, entitlement to benefits or any aspect of the Portable Tuition Benefit Plan are to be resolved in accordance with the Plan document, and are not subject to the grievance and arbitration provisions of the Agreement.

## **ARTICLE XXII Miscellaneous Procedures**

Amend Section 2. as follows (changes in italics): "Bulletin Boards will be made available to the Union by the School of Engineering for the purpose of posting union notices relating to meetings, dues, entertainment, health, safety and general Union activity. The School of Engineering agrees to provide six (6) bulletin boards, *including access to one (1) digital bulletin board*, for the collective bargaining unit."

## **ARTICLE XXIV Wage Increases**

**Section 1.** Each employee on payroll as of the effective dates indicated shall receive the following percentage increase in his/her base pay:

Effective Date:

January 1, 2021 - 3.0%

January 1, 2022 - 3.25%

January 1, 2023 - 2.75%

January 1, 2024 - 2.50%

January 1, 2025 - 3.00%

January 1, 2026 – 2.75%

**Section 3.** Add the following language regarding Schedule A and salaries:

In Schedule A, the standard rates for positions shall be increased by the above percentage increases and the minimum rates shall be set at 10% less than the standard rate for that year.



## **ARTICLE XXV Employee Benefit Plan**

Section 1. For calendar years 2021 and 2022, group health insurance plans for all employees shall consist of the UnitedHealthcare Choice Plus Point of Service Plan (POS) or substantially equivalent coverage, or any Health Maintenance Organization (HMO) in which the University may participate, or the United Healthcare High Deductible Health Plan (UHC HDHP with HSA). The HMO plan will be eliminated effective December 31, 2022.

For plan features and the group health insurance monthly premium schedule for employees see Appendix B-1.

Section 2. For calendar years 2023, 2024, 2025, and 2026, see Appendix B-2.

Section 3. The University will continue to provide employees with New York University's Met Life Dental Assistance Benefits Plan, or equivalent coverage, including the provisions setting forth exclusions, limitations, deductibles and service requirement, on an individual basis to full-time employees at a cost of \$5.00 per month for employee-only coverage for calendar years 2021 and 2022. Coverage for eligible dependents, including a domestic partner and children of the domestic partner, of a full-time employee shall be provided at a cost of \$15.00 per month for employee and dependent coverage for calendar years 2021 and 2022. Beginning calendar year 2023, the cost shall be as follows for the duration of the agreement: \$7.00 per month for employee-only coverage; \$17.00 per month for employee and child(ren) coverage; \$20.00 per month for employee and spouse/domestic partner coverage; \$23.00 per month for employee and spouse/DP and child(ren) coverage. The service requirement is three months. The University shall continue to provide the same coverage that it provides for administrators for the duration of this Agreement.

[No change to Section 4.]

Section 5. Effective May 1, 2018, employees are eligible for New York University's 403(b) Retirement Plan and may begin to make employee contributions at any time after date of hire. In accordance with the terms of the Plan, after a year of service, the University will make a non-elective contribution of 5% of an employee's base salary on a per pay period basis and the University will also make a matching contribution equal to an employee's contributions that do not exceed 5% of base salary on a per pay period basis.

[No change to Section 6.]

Section 7. The School of Engineering will provide to full-time employees the same vision plan that it provides to administrators.

Delete Section 10.

**APPENDIX B - 1**

A. For calendar year 2021 and 2022, group health insurance plans for all employees shall consist of either the UnitedHealthcare Choice Plus Point-Of-Service Plan (UHC POS) or substantially equivalent coverage, or any Health Maintenance Organization (HMO) in which the University may participate, each with the following features:

	<b><u>UHC POS</u></b>	<b><u>HMO</u></b>
1. Primary Care Physician Office Visit	\$20 copay	\$20 copay
2. Specialist Office Visit	\$30 copay	\$30 copay
3. Deductible (In-Network)	\$200/\$400	\$200/\$400
Deductible (Out-of-Network)	\$800/\$1,600	
4. Coinsurance (In-Network)	10%	10%
Coinsurance (Out-of-Network)	30%	
5. Out-of-Pocket Maximum (In-Network)	\$2,000/\$4,000	\$2,000/\$4,000
Out-of-Pocket Maximum (Out-of-Network)	\$6,000/\$12,000	
6. Emergency Room	\$75 copay	\$75 copay
7. In-Patient Hospital (In-Network)	10%	10%
In-Patient Hospital (Out-of-Network)	30%	
8. Out-Patient Surgery (In-Network)	10%	10%
Out-Patient Surgery (Out-of-Network)	30%	
9. Prescription Drugs Retail (Generic/Preferred Brand/Non-Preferred Brand)	\$5/\$20/\$55	\$5/\$20/\$55
10. Mail Order (3-month supply) (Generic/Preferred Brand/Non-Preferred Brand)	\$10/\$50/\$75	\$10/\$50/\$75

B. The group health insurance monthly premium schedule for employees shall be as follows:

**UHC POS**

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2021	\$55	\$100	\$100	\$135
2022	\$55	\$100	\$100	\$135

**HMO**

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2021	\$100	\$155	\$155	\$205
2022	\$100	\$155	\$155	\$205

C. As an alternative to the above UnitedHealthcare Choice Plus Point of Service Plan or HMO, employees may elect during the open enrollment period for calendar year 2021, the UnitedHealthcare High Deductible Health Plan with HSA, or substantially equivalent coverage at no cost to the employee. Summary of benefits attached.

## **APPENDIX B - 2**

A. For calendar years 2023, 2024, 2025, 2026 the University shall offer a group health insurance plan for all employees consisting of the UnitedHealthcare Choice Plus Point-Of-Service Plan (UHC Choice Plus POS), or substantially equivalent coverage in which the University may participate, with the following features:

### **UHC CHOICE PLUS POS**

1.	Primary Care Physician Office Visit	\$20 copay
2.	Specialist Office Visit	\$30 copay
3.	Deductible (In-Network)	\$200/\$400
	Deductible (Out-of-Network)	\$800/\$1,600
4.	Coinsurance (In-Network)	10%
	Coinsurance (Out-of-Network)	30%
5.	Out-of-Pocket Maximum (In-Network)	\$2,000/\$4,000
	Out-of-Pocket Maximum (Out-of-Network)	\$6,000/\$12,000
6.	Emergency Room	\$75 copay
7.	In-Patient Hospital (In-Network)	10%
	In-Patient Hospital (Out-of-Network)	30%
8.	Out-Patient Surgery (In-Network)	10%
	Out-Patient Surgery (Out-of-Network)	30%
9.	Prescription Drugs Retail (Generic/ Preferred Brand/Non-Preferred Brand)	\$5/\$20/\$55
	Mail Order (3-month supply) (Generic/ Preferred Brand/Non-Preferred Brand)	\$10/\$50/\$75

- B. For calendar years 2023, 2024, 2025, 2026 the University shall also offer to employees the UnitedHealthcare Value Point-of-Service Plan, or substantially equivalent health insurance coverage in which the University may participate.

**UHC CHOICE PLUS VALUE POS**

1.	Primary Care Physician Office Visit	\$30 copay
2.	Specialist Office Visit	\$40 copay
3.	Deductible (In-Network)	\$500/\$1,000
	Deductible (Out-of-Network)	\$2,600/\$5,200
4.	Coinsurance (In-Network)	20%
	Coinsurance (Out-of-Network)	50%
5.	Out-of-Pocket Maximum (In-Network)	\$3,500/\$6,000
	Out-of-Pocket Maximum (Out-of-Network)	\$8,000/\$15,000
6.	Emergency Room	\$75 copay
7.	In-Patient Hospital (In-Network)	20%
	In-Patient Hospital (Out-of-Network)	50%
8.	Out-Patient Surgery (In-Network)	20%
	Out-Patient Surgery (Out-of-Network)	50%
9.	Prescription Drugs Retail (Generic/ Preferred Brand/Non-Preferred Brand)	\$10/\$35/\$55
	Mail Order (3-month supply) (Generic/ Preferred Brand/Non-Preferred Brand)	\$5/\$75/\$90

C. For calendar years 2023, 2024, 2025, 2026 the University shall also offer to full-time employees the UnitedHealthcare High Deductible Health Plan (UHC HDHP), or substantially equivalent health insurance coverage, with Health Savings Account (HSA) in which the University may participate. When an employee enrolls in the HDHP, an HSA will automatically be opened for eligible employees.

D. For employees who enroll in the UHC HDHP, the University shall contribute to a full-time employee's HSA as follows:

If an employee earns less than \$75,000 annually = \$500 contribution from  
NYU

E. The group health insurance monthly premium schedule for employees shall be as follows:

**UHC CHOICE PLUS POS**

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2023	\$65	\$130	\$105	\$150
2024	\$70	\$140	\$110	\$160
2025	\$75	\$150	\$115	\$170
2026	\$80	\$160	\$120	\$180

**UHC VALUE POS**

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2023	\$50	\$105	\$75	\$120
2024	\$55	\$115	\$80	\$130
2025	\$60	\$125	\$85	\$140
2026	\$65	\$135	\$90	\$150

**UHC HDHP\*\***

	<b><u>Employee</u></b>	<b><u>Employee &amp; Spouse</u></b>	<b><u>Employee &amp; Child(ren)</u></b>	<b><u>Employee &amp; Family</u></b>
2023	\$30	\$60	\$40	\$80
2024	\$35	\$70	\$45	\$90
2025	\$40	\$80	\$50	\$100
2026	\$45	\$90	\$55	\$110

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\*\*UHC HDHP is available only to full-time employees.

**NEW ARTICLE Child Care**

A. The University will allocate \$10,000 for the calendar year beginning January 1, 2022, and \$10,000 for each subsequent calendar year in the term of this contract (specifically the calendar years beginning January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026) to provide a childcare subsidy to bargaining unit employees. The funds will be distributed, on a mutually agreed to basis, into dependent care spending accounts established for eligible employees. The allocations will be based primarily on need. Any money not allocated to employee spending accounts in a calendar year will be added to the money provided in the next calendar year.

B. Effective September 1, 2021 or upon ratification of the Agreement, whichever is later, employees shall have access to Bright Horizons Enhanced Family Supports benefits. A description is attached.

**ARTICLE XXVI Term of Agreement**

The term of agreement shall be January 1, 2021- December 31, 2026. The parties shall commence negotiations on a successor contract upon the request of either party on or after October 1, 2026.

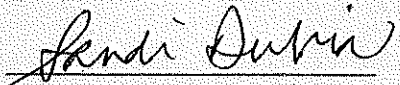
**SIDE LETTER**

This is to confirm that issues relating to remote work shall be brought to the Labor-Management Committee, under Article XXII, Section 3, for discussion, and that the University has sole discretion to determine whether employees may work remotely.

This side letter is separate from and not part of the collective bargaining agreement and therefore is not subject to the grievance and arbitration provision in the agreement.

**SUBJECT TO RATIFICATION:**

**NEW YORK UNIVERSITY**

  
Senior University Counsel  
and Director of Labor Relations

**NYU OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 153, O.P.E.I.U**













Wanna  
Shelby Thomas