

AGREEMENT

Between

NATIONAL DEVELOPMENT AND RESEARCH INSTITUTES, INC.

And

PUBLIC EMPLOYEES FEDERATION, AFL-CIO

RESEARCH UNIT

2005-2009

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COLLECTIVE AGREEMENT

Agreement made as of July 1, 2005, by and between National Development and Research Institutes, Inc. and its affiliate NDRI, USA, Inc. (collectively "NDRI") and the Public Employees Federation, AFL-CIO ("PEF").

ARTICLE 1 RECOGNITION

1.1 NDRI has recognized PEF as the exclusive representative for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment of full-time and regular part-time employees in the (a) Research Unit of NDRI serving in positions in the Research Centers/Institutes (including the Center for Program Evaluation and the Center for Development and Technology Transfer); (b) the Administrative Services Unit and similar positions hereafter created. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit. NDRI agrees to send to PEF any proposals regarding any plan to add titles to or subtract titles from Appendix A and shall not make any changes to Appendix A without negotiating with PEF.

1.2 – A list of the titles in the bargaining unit and the salary grades to which they have been assigned is attached hereto as Appendix A. At least once each quarter NDRI shall provide to PEF a complete, updated list of employees in and out of the bargaining unit with the titles and grades to which their positions have been assigned and a list of positions which have been created during the preceding quarter. The inclusion of specific titles in the bargaining unit shall be an appropriate subject for discussion in the labor/management committee.

1.3 NDRI shall have the right to assign this Agreement to a corporation affiliated with NDRI so long as such successor corporation agrees to adopt and be bound by this Agreement. This Agreement shall be binding on any successor or assign of NDRI.

ARTICLE 2 UNCHALLENGED REPRESENTATION

2.1 PEF shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

ARTICLE 3 UNION RIGHTS

3.1 Union Security Clause

It shall be a condition of employment that all employees covered by this Agreement and hired after its effective date shall, on the 30th day following such effective date, become and remain members in good standing of the Union or tender to the Union the equivalent of the initiation fees and periodic dues that are the obligations of members.

3.2 Exclusive Negotiations with PEF

NDRI will not bargain or meet with any other employee organization with reference to terms

and conditions of employment of employees. If such organizations, whether organized by the employer or employees, request meetings, they will be advised by NDRI to transmit their requests concerning terms and conditions of employment to PEF and arrangements will be made by PEF to fulfill its obligation as a collective bargaining agent to represent these employees or groups of employees.

3.3

Payroll Ded

payroll deduction

3.3 Payroll Deductions

PEF shall have exclusive payroll deduction of membership dues and premiums for group insurance programs sponsored by PEF for employees, and no other employee organization shall be accorded any such payroll deduction privilege.

3.4

Bulletin Boards

A. NDRI shall provide a reasonable amount of exclusive bulletin board space in an accessible place on each floor occupied by unit members in NDRI's offices for the purpose of posting bulletins, notices and material issued by PEF which shall be signed by the designated official of PEF or its appropriate chapter. No such material shall be posted which is profane or obscene, or defamatory of NDRI or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

B. PEF shall not have access to NDRI's computers or its e-mail system for the conduct of union business without prior approval of NDRI's Director of Human Resources or Executive Director.

C. No other employee organization, except employee organizations which have been certified or recognized as the representative for collective bargaining of other NDRI employees employed at such locations, shall have the right to post material upon NDRI bulletin boards or use NDRI's computers or e-mail system.

3.5 Meeting Space

A. Where there is appropriate available meeting space in buildings owned or leased by NDRI, it shall be offered to PEF from time to time for specific meetings provided that (1) PEF agrees to reimburse NDRI for any additional expense incurred in the furnishing of such space, (2) request for the use of such space is made in advance, and (3) such space is not otherwise needed for the purposes of NDRI.

B. No other employee organization, except employee organizations which have been certified or recognized as the representative for collective bargaining of other NDRI employees, shall have the right to meeting space in NDRI facilities.

3.6 Access to Employees

PEF representatives shall, on an exclusive basis, have access to employees during working hours to explain PEF membership, services and programs under mutually developed arrangements with the Executive Director. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, and shall not exceed an average of 10 percent per month of the employees at the work site where access is sought.

3.7 Lists of Employees

NDRI, at its expense, shall furnish PEF, on at least a semi-annual basis, information showing the name, address, unit designation anniversary date, grade and title and social security number of new employees and any current employee whose address has changed in NDRI's records during the period covered by the report.

3.8 Employee Organization Leave

A. Up to six employees serving on PEF negotiating teams shall be granted employee organization leave, including travel time, for the purpose of negotiating a successor to this Agreement.

B. Employee organization leave pursuant to this section may not be granted unless PEF provides the Executive Director or his or her designee five days' advance notice of the purpose and dates for which such leave is requested and the names and work stations of the employees for whom such leave is requested. The grant of such leave shall be subject to the reasonable operating needs of NDRI.

C. Travel time as used in this Article shall mean actual and necessary travel time not to exceed three hours each way.

D. Up to an aggregate 3 days of Union leave with pay will be provided to accredited delegates to conventions of the Public Employees Federation. Notice of application for leave under this paragraph shall be given five days in advance.

NDRI will give PEF leaders an additional 3 days with pay per year to conduct union business.

E. Up to a maximum of four days of leave without pay will be provided, annually, to PEF representatives designated by the PEF Council Leader for purposes of union business.

F. Leave with pay shall be provided to an employee who has filed a grievance pursuant to Article 17 of this Agreement for the purpose of permitting such employee to attend grievance hearings pursuant to Article 17 of this Agreement. NDRI shall make reasonable efforts to provide released time without pay to Stewards appointed by PEF for the investigation and processing of grievances.

3.9 Printing of Agreement

PEF shall cause this Agreement to be printed and shall deliver a copy thereof to each employee within 30 days of its execution. PEF shall furnish NDRI with a sufficient number of copies for its use and NDRI agrees to provide each employee initially appointed on or after the date of this Agreement a copy thereof within one work week following his or her first day of work. PEF shall supply an estimate of the cost of printing this Agreement for review and approval by NDRI. The cost of printing this Agreement shall be shared equally by NDRI and PEF.

3.10 NDRI Equipment

Employees shall not use NDRI copying or other equipment for the conduct of union or personal business without the approval of the Executive Director. The abuse of such equipment shall be a basis for the imposition of discipline.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by NDRI are retained by it, including, but not limited to, the right to

determine the mission, purposes, objectives and policies of the corporation; to determine the facilities, methods, means and number of personnel required for the conduct of corporate programs; to select, recruit, hire, appraise, train, retain, assign or transfer employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions, and to discipline or discharge employees.

ARTICLE 5 NO STRIKES - NO LOCKOUTS

5.1 PEF shall not engage in a strike, nor cause, instigate, encourage or condone a strike, nor shall NDRI engage in a lockout.

5.2 PEF shall exert its best efforts to prevent and terminate any strike.

ARTICLE 6 WORK DAY AND WORK WEEK

6.1. Hours of Work

A. All full-time employees shall work a minimum of 37.5 hours per week in conformance with regular office hours (8:30 a.m. to 5:30 p.m.), Monday through Friday. The normal work day is 7.5 hours, plus a one-hour unpaid lunch break. This paragraph shall not prevent NDRI from granting a request by an employee for a flexible work week or hours beyond those specified.

B. Postings for new or vacant positions may reflect hours of work commencing no earlier than 7:00 a.m. and ending no later than 10:00 p.m., Monday through Friday. Postings shall contain the specific work hours required for the new or vacant positions and the specific duration for which it is reasonably anticipated those hours will be required. No modification of the hours or duration contained in the posting shall occur without the written consent of the employee.

C. When work outside of regular office hours pursuant to Section 6.1A is required, NDRI may solicit volunteers for such hours. If the number of volunteers is insufficient, NDRI may assign employees to perform such work in inverse order of seniority within title at the site where such work is required. In case of such an assignment, NDRI shall pay the employees so assigned a shift differential of 10 percent for the period of time between regular office hours and the time such work is required. An employee who has applied for a position which has posted hours outside of regular office hours shall be deemed to have volunteered for such position.

D. NDRI offers flexible work hours allowing staggered beginning and ending times. The decision on flexible work hours for staff is left to the discretion of the Principal Investigator or appropriate Center/Institute Director or Unit Head.

E. Due to the nature of the services provided by NDRI, overtime is mandatory. In the event overtime work is assigned, certain employees may be eligible for time off in lieu of payment for hours worked in excess of their normal work week up to 40 hours. Eligible employees who work over 40 hours (with prior approval) will be paid overtime at the rate of time and one half.

F. Saturday and Sunday Work.

i. NDRI will staff field work that is required on a Saturday or Sunday only when the research design in the grant requires data collection or outreach on Saturday or Sunday.

- ii. Other than overtime work, Saturday and Sunday work will be staffed only with volunteers.
- iii. An employee who performs work on a Saturday or Sunday and who is not paid overtime for such work, shall receive a shift differential of 15% for the hours worked on Saturday and Sunday.
- iv. Employees shall not be required to work on Saturday and Sunday on more than three weekends out of every four. Employees will not be required to work on religious holidays.
- v. Employees who work on Saturdays and Sundays will receive 7.5 hours of compensatory time for any holidays which fall on days the employee is not scheduled to work (“pass days”).

6.2 Recording Attendance

A. Attendance must be recorded daily on the NDRI time sheet available from the NDRI website. The time sheets cover a four week period and must be completed and submitted promptly to the employee supervisor. Failure to submit time sheets may result in a delay in the release of subsequent paychecks.

B. NDRI will not routinely require sign-in/sign-out sheets or other recording devices to record the attendance of employees. Nothing herein, however, shall prevent the use of such devices when a Center director or the Executive Director has a suspicion the time and attendance rules are being abused. In such a case only the Center or project where abuse is suspected will be monitored.

C. All employees are expected to report to work on time and continue to work until the end of each employee’s assigned workday. Unsatisfactory attendance reports, frequent lateness or abuse of lunch breaks may result in disciplinary action.

6.3 Designated Work Station

A. Upon employment with NDRI, a new employee will be assigned to a designated work station.

B. The designated work station is used to determine travel expense reimbursement.

C. An employee is not eligible to receive reimbursement for business expenses incurred within a 35 mile radius of his or her designated work station.

D. An employee who lives further than 35 miles from his or her designated work station will not be reimbursed for expenses incurred traveling to and from home and the designated work station.

ARTICLE 7 SALARY

7.1 Notwithstanding the salary schedules attached to this or a predecessor Agreement, NDRI shall increase the salaries of negotiating unit members by three (3) percent on July 1, 2005; July 1, 2006; July 1, 2007; and July 1, 2008. In the event an appropriate Department of the Federal Government increases or decreases the present three percent cap on grants, either NDRI or PEF may seek to reopen the Agreement, effective as of the date the cap is modified or the date of notice to NDRI that the cap will be modified, whichever is earlier. During these reopened negotiations, NDRI shall not be required to increase the wages of employees by more than the amount permitted by such revised Federal limits. All other provisions of the Agreement will continue and will not be affected by the reopened negotiations.

7.2 The 2005-2009 salary schedule is attached hereto as Appendix B. This appendix will be used

by NDRI for purposes of hiring, reclassification and promotions.

ARTICLE 8 HOLIDAYS

8.1 Full-time salaried employees receive the following paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday*
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

* NDRI offices are open on this legal holiday. Lincoln's Birthday is designated as a floating holiday during the term of this Agreement. Employees eligible to observe holidays will receive credit for a holiday to be used on a date of their choice subject to appropriate supervisory approval. This day must be utilized as a full-day unit and within one year of the date received.

8.2 Part-time salaried employees shall be granted leave with pay for the observance of a holiday if that holiday falls on a normal workday for such employee.

8.3 If a holiday falls on a Sunday, it shall be observed as such on the following Monday. If a holiday falls on a Saturday, it shall be observed as such on the preceding Friday.

8.4 An employee who is directed to work on a day observed as a holiday shall be paid double time for each hour actually worked.

ARTICLE 9 VACATION

9.1 First Year of Service

During the first year of service, vacation leave may not be used until the employee has worked for 13 pay periods or six months,

9.2 Rate of Accrual

A. In his or her first through seventh years of employment a salaried employee accumulates vacation leave at the rate of 3 3/4 hours per bi-weekly pay period. The employee must be on pay status for at least seven days during each pay period in order to earn credits for that pay period.

B. During the second through seventh years of employment, an employee earns bonus vacation days on his or her vacation anniversary date. The anniversary day is the first day the employee was put on the payroll. The number of bonus days earned equals the employee's completed years of continuous service.

C. Beginning with the first day following completion of seven years of employment, an employee earns 20 days of vacation for each 26 pay periods (5 ¾ hours per pay period or 11 ½ hours per time sheet). An additional one half hour is credited for the last pay period during the month of January.

9.3 Credit Accumulation

On the first working day of each calendar year, a full-time employee may not exceed 40 days of accrued vacation, although his or her total may exceed this limit at other times during the year. An employee who accumulates more than 40 days of vacation credits in a calendar year must use the amount over 40 days or lose it on the last day of the calendar year; provided, however, that an employee who requests vacation in writing, and who is denied the use of vacation leave, in writing, under circumstances where he or she reasonably cannot take vacation during the remainder of the calendar year in which the request is made, may carry over the number of days so denied into the next calendar year. Days so carried over must be used within the next calendar year.

9.4 Part-Time Employees

Part-time salaried employees who work 50 percent or more time shall accrue and accumulate vacation leave on a prorated basis. Part-time employees who work less than 50 percent shall not accrue vacation leave benefits.

9.5 Approval or Denial of Vacation Requests

NDRI will respond to a request for the use of vacation credits within 10 working days of its submission.

9.6 Accrued Vacation Payment

In the event of death, retirement or separation from employment, an employee (or his or her estate) will be paid for up to 30 days of accrued vacation. Employees in good standing with more than six months who resign will be paid for accumulated vacation for a maximum amount of three pay periods. An employee who, in his or her last six months of employment, has requested vacation, in writing, and who had been denied the use of vacation, in writing, may add the number of days so denied to his or her vacation accumulation for purposes of the payment authorized by this section, even if the 30 day cap is exceeded.

9.7 Leave of Absence/Resignation

A leave of absence without pay or resignation or layoff followed by reinstatement or reemployment by NDRI within 18 months does not constitute an interruption of continuous service for the purpose of determining vacation credits. Following 18 months of absence, however, the second starting date will govern as the official anniversary date. Unpaid leave time, however, will not be counted in determining eligibility for additional vacation credits.

ARTICLE 10 SICK LEAVE

10.1 A full-time annual salaried employee earns sick leave at the rate of 3 ¾ hours for each pay period and may accumulate a maximum of 200 days of sick leave credits. Employees will not be compensated for unused sick leave upon separation from employment.

10.2 Part-time salaried employees who work 50 percent or more shall earn sick leave on a pro rata basis.

10.3 An employee may use sick leave for personal illness, medical or dental appointments. Up to 15

days may be used for a family illness if the employee is required to provide direct care. An employee may use such leave for the illness of a person with whom the employee resides if the employee is required to provide direct care. Absences resulting from a death in the family or a person with whom the employee resides can be charged to such leave.

10.4 Sick Leave at Half Pay

- A. An employee with at least one year of employment is eligible for sick leave at half pay after exhausting all leave credits. For each complete six months of NDRI employment, an employee may be eligible for one payroll check at half pay for personal illness.
- B. Sick leave at half pay can only be applied once to the number of years worked.
- C. Sick leave at half pay may not extend a period of employment beyond such date as it would have otherwise terminated or expired upon completion of a specified period.

10.5 Employees may be required to submit medical statements to substantiate illness. NDRI shall not routinely require a doctor's note for an absence of three days or less.

10.6 Voluntary Leave Donation Program

- A. An employee who has ten (10) or more accumulated vacation days may donate up to five (5) of those days to a "sick leave bank" established for a specific employee absent from work who has requested such leave.
- B. The absent employee's leave credits (excluding sick leave at half pay) must be exhausted prior to his or her use of donated leave credits as a result of non-occupational injury or disease for which the employee has submitted (and continues to submit as requested) satisfactory medical documentation.
- C. Donations must be made in 7.5 hour increments.
- D. All leave donations are voluntary. The identity of donors will be kept confidential. Days donated will be subtracted immediately from the donor's leave account and will not be restored even if not used by the employee to whom the days were donated.
- E. Except as otherwise provided in this section, the use of donated leave will be treated as if the leave credits had been earned by the absent employee except that the absent employee shall not earn or accrue leave credits while using donated leave.
- F. The Leave Donation Program does not restrict NDRI's right to terminate an employee under the terms of the collective bargaining agreement.
- G. The Human Resources Department shall be responsible for the approval and processing of donations and the transfer of leave credits.
- H. Leave may be donated by or to unit employees by or to non-unit employees regardless of job category or location.
- I. This program is not subject to the grievance procedure in Article 17 of this Agreement.

ARTICLE 11 PERSONAL LEAVE

11.1 A new full-time employee receives five days of personal leave and is credited with five days of personal leave each year thereafter on his or her employment anniversary date. Part-time employees working 50 percent or more receive personal leave on a pro rated basis. Personal leave may be used only for purposes such as the conduct of personal business or religious holiday observance. Any such leave not used within one year is forfeited.

11.2 Each principal investigator, or in units where there is no principal investigator, each unit director, shall designate the person responsible for the approval of personal leave for that project or unit.

ARTICLE 12 OTHER LEAVES

12.1 Child Rearing Leave

A. A woman requesting leave for pregnancy or childbirth is eligible for sick leave. Leave for this purpose is dependent upon the physical condition of the employee. Normally a period of disability will commence up to four weeks prior to the anticipated due date and continue for six weeks after the date of delivery, but is subject to verification of these dates. Sick leave beyond this period requires detailed medical documentation.

B. An employee, male or female, is entitled to a leave of absence without pay for child-rearing purposes for up to seven months following delivery, upon prior approval from the Executive Director. Such approval will not be unreasonably withheld. In cases of adoption, unpaid childrearing leave for either parent will be granted for up to seven months after adoption. If the child is placed with the family prior to final adoption, the seven-month period may begin upon placement.

C. Absences for child-rearing and adoption purposes may be charged to vacation, overtime compensatory time, or personal leave credits. However, use of leave credits cannot extend the seven-month period.

D. Upon return from a leave pursuant to Section 12.1, NDRI shall use its best efforts to reinstate the employee to the same position he or she had at the outset of the leave. If such position is unavailable, the employee shall be reinstated to a comparable position without loss of pay.

12.2 Military Leave

A. Any employee who is a member of the National Guard or any reserve force who is called to ordered military service, upon presentation of such orders, is entitled to military leave with full pay.

B. Military leave with full pay for up to 30 calendar days (not work days) may be granted to such employee in any calendar year or in any one continuous period of absence. Not more than 30 calendar days may be granted for a single tour of duty.

12.3 Jury Duty

A. An employee required to report for jury duty or subpoenaed or otherwise ordered to be a witness in court or before a quasi-judicial body is entitled to leave with pay without charge to leave credits, providing that the employee is not a party to the action. The subpoena or other order must be submitted as proof of absence with the corresponding time sheet.

B. Employees are not granted compensatory time off in lieu of ordered appearances or jury attendance on a Saturday, Sunday or holiday.

C. In connection with jury service, employees should be sensitive to the special needs and time deadlines of NDRI.

D. An employee is not entitled to leave with pay if he or she is a party to the action (e.g., the plaintiff or the defendant in such action) regardless of his or her having received a subpoena or other order.

E. The employee further agrees to seek and submit any record of attendance received from the court upon completion of jury duty as proof of attendance.

12.4 Leave For Professional Meetings

A. Each employee, subject to the prior approval by his or her supervisor and the appropriate center or institute director, may be allowed, without charge to other leave credits, up to a maximum of three days per contract year, to attend conferences of recognized professional organizations directly related to the employee's professional responsibilities at NDRI. The grant of such leave shall be subject to the reasonable operating needs of NDRI and shall not be reviewable in the grievance procedure established by Article 17 of this Agreement beyond Step 3. NDRI shall respond to requests for the use of leave for professional meetings within 10 working days of this submission.

12.5 FMLA and Other Leaves

A. NDRI will grant an unpaid leave of absence required by the Family and Medical Leave Act.

B. Upon written application to the employee's principal investigator or project director, an employee may be granted a period of leave without pay. Except to the extent that the leave is granted pursuant to the Family and Medical Leave Act, the grant of such leave is in the sole and unreviewable discretion of the employer.

C. The request for a period of leave shall include the date the employee proposes to return to work. The failure to return to work at the conclusion of a period of leave without pay shall constitute a voluntary resignation from NDRI.

12.7 General

NDRI shall provide an employee who is going on an authorized leave of absence with information regarding continuation of coverage under NDRI's insurance programs during such leave. NDRI shall also provide the employee with a memorandum prepared by PEF regarding necessary payments for PEF dues and insurance premiums during such leave.

ARTICLE 13 BENEFITS

13.1 Eligibility

All employees who work 50 percent or more time are entitled to the benefits provided by this Article 13.2.

13.2 Health Insurance

A. NDRI offers two group health insurance options to its employees through the New York State Health Insurance Plan. Upon appointment, new employees are given information on each plan. Decisions on which option to choose are left to the employee. Employees must select and submit enrollment forms within seven days from the first day of employment. Coverage begins on the first day of the month following the first day of employment. If submitted after seven days, there will be a

ninety day waiting period for coverage.

B. The health insurance program is available to all full-time employees and to part-time salaried employees working at least 50 percent time on a fixed basis.

C. If an employee is removed from the payroll, except pursuant to a leave authorized by the Family and Medical Leave Act, for more than two payroll periods, arrangements for direct payments must be made to continue coverage.

D. To ensure coverage, employees must submit enrollment forms at the times prescribed in the health insurance materials given each employee at the time of employment.

E. In the event NDRI lays off an employee who is otherwise eligible to receive health insurance benefits pursuant to the provisions of this Article, NDRI shall continue to provide employer-paid health insurance benefits with the following limitations:

- The employee must have completed three years of employment on his/her layoff date to be eligible for employer-paid health insurance after his/her layoff date.
- If the employee has completed three (3) years of employment at NDRI but less than four (4) years of employment on his/her layoff date, NDRI shall continue to provide Article 13.2 benefits for the employee at the individual benefit level for a three (3) month period. This coverage period shall begin on the date the laid off employee would otherwise have to make direct payments pursuant to Article 13.2(C) in order to continue coverage. The current health insurance plan covers an employee until the last day of the month in which the layoff date occurred.
- If the employee has completed four (4) years of employment at NDRI on his/her layoff date, NDRI shall continue to provide Article 13.2 benefits for the employee at the individual benefit level for a six (6) month period. This coverage period shall begin on the date the laid off employee would otherwise have to make direct payments pursuant to Article 13.2(C) in order to continue coverage. The current health insurance plan covers an employee until the last day of the month in which the layoff date occurred.

13.3 Prescription Drug Program

The health insurance programs may vary and most offer a prescription drug plan.

13.4 Dental and Vision

A. NDRI will pay 100% of the premium for individual and dependent dental coverage. NDRI shall provide employees with the dental benefits provided by the GHI Preferred Dental Plan for Participating Employers offered through the New York State Health Insurance Plan (“NYSHIP”).

B. NDRI will pay 100% of the premium for individual and dependent vision coverage. NDRI shall provide employees with vision benefits under a plan provided by Davis Vision, Inc. The benefits of the vision plan shall be the same as those offered by Davis Vision to State employees in the Professional Scientific and Technical Services negotiating unit through NYSHIP. Employees are eligible for vision coverage upon hire.

13.5 Group Life Insurance

A. NDRI provides a death benefit for employees. This plan allows each member a fixed amount of life insurance or an amount based on annual salary and years of service with a maximum amount of

life insurance of \$50,000. The plan is paid 100 percent by the employer and eligible employees may participate by completing an enrollment card. Employees must work at least 30 hours per week to be eligible for life insurance.

B. Coverage begins the first day of the month following three full months from the employee's anniversary date, provided he or she has been in full-pay status.

13.6 Retirement Annuity

A. NDRI employees who work at least 1,000 hours per year are eligible for membership in the Teachers Insurance and Annuity Association/College Retirement Equities Fund ("TIAA/CREF") retirement annuity plan. Employees will be given an application form which must be completed at the beginning of employment.

B. NDRI will continue to contribute to TIAA-CREF on behalf of each eligible employee the same percentage amount NDRI contributed prior to July 1, 2005 and there shall be no reduction of this contribution during the term of this Agreement.

13.7 Beneficiaries

Upon enrolling in the Group Life Insurance and/or the Retirement Annuity, employees designate a primary beneficiary and, if any, contingent beneficiaries. Changes in beneficiary designation can be made at any time during employment by filling out a form provided by NDRI.

13.8 Worker's Compensation

A. Employees who incur an on the job injury or disease are eligible for benefits provided under the New York State Workers' Compensation Law and may be entitled to Workers' Compensation Leave.

B. A job-related accident must be reported as soon as possible to the employee's immediate supervisor and the Human Resources Department. Failure to do so could result in a loss of benefits available to the employee for absence due to an occupational injury.

C. Employees who are absent because of a job related injury or disease may be granted up to a maximum of nine months of Workers' Compensation Leave with pay and without charge to leave credits, subject to a 10-day waiting period, in an amount sufficient to provide the employee with 100 percent of the net pay that the employee received prior to the occupational injury or disease. Subsequent absences may be charged to accumulated leave credits, sick leave at half pay (if eligible), and leave without pay. Leave beyond a cumulative total of one year is at the discretion of the Executive Director.

13.9 EAP

NDRI provides an Employee Assistance Plan for employees.

13.10 Domestic Partner Coverage

Health, dental and vision benefits to domestic partners of PEF represented employees, subject to the following provisions:

A. A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner for a period of not less than six months.

B. In order to establish that a domestic partnership exists for purposes of obtaining insurance coverage under this Agreement, the domestic partners must execute a Domestic Partner Affidavit, developed by NDRI, in accordance with the guidelines developed by the New York State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.

C. Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least six months prior to the date of application for enrollment for insurance benefit coverage. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage for insurance benefits.

D. If employees fraudulently enroll domestic partners, they shall be held financially responsible for any benefits paid to the domestic partner dependent. The fraudulent enrollment of a domestic partner is grounds for disciplinary action.

E. A Termination of Domestic Partnership document shall be required should a domestic partner relationship cease. A two year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership documents, until a new domestic partner can be deemed eligible for coverage.

13.11 Maintenance of Health Benefits

NDRI agrees to continue to pay 90% of the cost of individual health benefits premiums and 75% of the cost of family health benefits premiums, including the prescription drug coverage, provided by The New York State Health Insurance Plan.

13.12 Transportation Expense Plan/TransitChek

NDRI implemented a qualified transportation expense benefit plan for negotiating unit members. Through this plan, an employee shall have the option of funding his/her transportation expenses from his/her pre-tax salary. NDRI shall select the vendor and shall consult with PEF before making a final selection.

13.13 Medical and Dependent Care Flexible Spending Accounts

- A. NDRI shall establish a Medical Flexible Spending Account. The Account will allow members to pay for health expenses that are not reimbursed by insurance with pre-tax dollars through payroll deductions.
- B. NDRI shall establish a Dependent Care Flexible Spending Account. The Account will allow members to pay for dependent care expenses with pre-tax dollars through payroll deductions.

13.14 The benefits provided by this article shall continue substantially the same for the term of this Agreement. NDRI will not unilaterally alter or diminish any benefits provided by this Article.

ARTICLE 14 PAYROLL

14.1 Paycheck and Deductions

NDRI shall issue paychecks every other Wednesday on a biweekly basis. Appropriate Federal, State, local and social security taxes will be automatically withheld from an employee's check. Additional deductions may be arranged through the Human Resources Department for automatic withholding such as:

- A. U.S. Savings Bonds
- B. Supplemental Retirement Payments
- C. United Way, and
- D. A Metropolitan Area Credit Union.

14.2 Issuance of Paychecks

In the event a payday falls on a "holiday" specified in Section 8.1, paychecks shall be issued on the preceding Tuesday.

14.3 Final Paycheck

A. Upon separation from employment with NDRI, employees are required to do the following prior to issuance of the final paycheck:

- i. notify the Project Director, in writing, of the date of the last working day;
- ii. complete any outstanding travel advance or reimbursement vouchers;
- iii. complete, secure approval and forward the final time sheet.

B. Upon separation from employment employees are required to return keys, identification cards and any other items, papers, records, or property that belongs to the Project Director.

ARTICLE 15 TRAVEL

15.1 Travel rules and regulations shall be established in the NDRI Employee Handbook.

15.2 Authorized travel in an employee's own vehicle shall be reimbursed at the Internal Revenue Service rate.

ARTICLE 16 PROFESSIONAL DEVELOPMENT

16.1 Papers and Publication Issues

Guidelines for authorship of publications, related issues such as patents and plagiarism, honoraria and public contacts shall be matters for discussion at Labor/Management meetings. Any agreements reached concerning this subject shall be incorporated in the NDRI Employee Handbook.

16.2 Educational Reimbursement

A. In the interest of promoting educational opportunities for NDRI employees and a more qualified work force for the employer, NDRI shall provide for any employee who is matriculated or enrolled at an accredited university or licensed professional training school, in whole or in part, reimbursement for tuition and any related costs (such as the cost of books).

B. NDRI shall appropriate the sum of \$20,000 per contract year to fund its obligations under this section and shall not be required to expend more than such \$20,000 per contract year.

C. The Educational Reimbursement benefit provided by this Section shall be administered by a committee appointed by PEF. NDRI shall have no responsibility concerning such administration other than to appropriate the sum provided in paragraph B of this section.

D. In the event that the payment for any individual educational reimbursement exceeds 50 percent of the total requested amount, NDRI shall retain the original receipt(s). In the event that the payment for any individual educational reimbursement does not exceed 50 percent of the total requested amount, the employee shall retain the original receipt(s). The employee shall, at the request of NDRI and at NDRI's expense, obtain and provide a duplicate original receipt(s) if available.

16.3 NDRI's Employee Handbook shall continue provisions concerning:

- A. Papers and Publications,
- B. Honoraria, and
- C. Public Contacts.

16.4 Such provisions shall include:

A. A provision that reasonable efforts will be made to assure all persons who work on publications receive appropriate credit.

B. A tri-partite procedure for the resolution of disputes concerning papers and publications which shall include a final appeal to a committee consisting of one member appointed by the NDRI Executive Director, one member appointed by the President of PEF and a third member, jointly selected from among NDRI's Board of Directors.

C. The information required and approvals necessary for an employee to receive honoraria or to testify in a court of law or public hearing.

ARTICLE 17 GRIEVANCE AND ARBITRATION

17.1 Definition of Grievance

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Disputes as to which other means of resolution are provided by this Agreement, or by statute or administrative procedures applicable to NDRI, shall not be considered grievances.

17.2 Grievance Procedure

The grievance procedure shall be as follows:

A. Step 1.

The employee or PEF shall present the grievance in writing, on forms to be provided by NDRI, to the employee's Principal Investigator or Director not later than 15 working days after the date on which the act or omission giving rise to the grievance occurred. In the event the employee is not assigned to a project with a Principal Investigator, the grievance should be presented at Step 1 to the employee's Director. The supervisor receiving the grievance shall take steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee or PEF in writing, on forms to be provided by NDRI, within five working days following the date of submission.

B. Step 2.

In the event the employee or PEF wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Center Director or his or her designated representative in writing on forms to be provided by NDRI within 10 working days of the receipt of the Step 1 decision. A copy of such appeal shall also be sent to the person who passed upon the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section of this Agreement which the employee or PEF claims has been violated. The Executive Director, or his or her designee, shall meet with the employee or PEF and shall issue a written decision to the employee or PEF by the end of the 15th working day following the day on which the appeal was received.

C. Step 3.

An appeal from an unsatisfactory decision at Step 2 shall be presented by PEF, in writing, on forms to be provided by NDRI, to the Executive Director or his or her designee within 10 working days of the receipt of the Step 2 decision. The Executive Director or his or her designee shall meet with PEF for a review of the grievance and shall issue a written decision by the end of the twentieth working day following the day on which the appeal was received.

D. Step 4.

1. Grievances may be appealed to arbitration by PEF by filing a demand for arbitration upon the American Arbitration Association within 10 working days of the receipt of the Step 3 decision. A copy of the demand for arbitration shall be served, simultaneously, upon the Executive Director of NDRI.

2. The demand for arbitration shall identify the grievance, the employee or employees involved, and the Agreement provision in dispute.

3. The selection of an arbitrator for a particular case shall be made pursuant to its Labor Arbitrations Rules.

4. The arbitrator, within 30 days of his or her selection, shall provide NDRI and PEF with a list of three days on which he or she is available to hear the grievance. Such days shall:

- i. be at least 30 days from the date the list is provided;
- ii. of at least six hours in duration; and
- iii. commence at 10:00 a.m.

In the event that NDRI does not indicate, in writing, to the American Arbitration Association, within 15 days of the date of receipt of the notice, its availability to proceed with a hearing on one of the dates specified in the notice, the grievance shall be deemed to have been sustained and the arbitrator shall be authorized to fashion an appropriate remedy. In the event that PEF does not indicate, in writing, to the American Arbitration Association, within 15 days of the date of receipt of the notice, its availability to proceed with a hearing on one of the dates specified in the notice, the grievance shall be deemed to have been denied. The granting or denial of a grievance pursuant to this section shall not be a precedent in future grievances alleging a violation of the same or similar provisions of the Agreement. In the event the dates proposed by the parties do not result in an agreed-upon date, the American Arbitration Association shall select among the three days proposed by the arbitrator by choosing a date by lot, which date shall be at least 21 days from the date of selection.

5. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his or her decision solely to a determination of whether the claimed violation of this Agreement has occurred. The decision or award of the arbitrator shall be final and binding on both parties, consistent with the provisions of

CPLR Article 75.

6. The arbitrator shall confine himself or herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him nor shall he or she submit observations or declarations of opinion which are not essential in reaching the determination.

7. Should NDRI or PEF contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be final and binding upon both parties.

8. All administrative fees of the arbitration shall be divided equally between the parties. As part of his or her award, the arbitrator shall make a determination of which party prevailed and shall award fees and expenses to that party or make an apportionment of fees and expenses between NDRI and PEF. Each party shall bear the expense of preparing its own case.

9. If the parties mutually agree to a stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

17.3 Miscellaneous

A. Grievances involving employees in more than one work location and involving an issue common to both such locations, upon agreement of NDRI and PEF, may be initiated at Step 2.

B. NDRI shall initiate grievances against PEF at Step 4.

C. A disciplinary grievance shall be initiated at Step 3.

D. The failure by NDRI to meet the deadlines specified herein shall permit advancing the matter to the next step. The failure by the grievant or PEF to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.

E. The parties may mutually agree to extend any of the time limits provided by this Agreement.

F. A settlement of or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 days prior to the date the grievance was first presented in accordance with this Article or the date the grievant knew or should have known of the act or omission giving rise to the grievance, which ever is the earlier date.

G. PEF shall have the exclusive right to represent any employee or employees, upon their request, at any step of the grievance procedure, provided that individual employee may represent themselves at Step 1.

H. All grievances, appeals, responses and demands for arbitration shall be submitted by certified mail, return receipt requested, or by personal service. All time limits shall be measured from the date of certified mailing or of receipt by personal service. Where submission is by certified mail, the date of the mailing shall be that date appearing on the postal receipt.

ARTICLE 18

DISCIPLINE

18.1 Just Cause

No permanent employee, having completed the probationary period, will be disciplined or discharged without just cause.

18.2 Resignation

An employee who is told that he or she is alleged to have been guilty of misconduct or incompetency and who is requested to resign shall be given a written statement on an official resignation form which states:

A. Their rights to consult with PEF or an attorney, at the employee's expense, or to decline such representation before execution of the resignation. If requested, a reasonable period of time to obtain said representation will be allowed.

B. Their right to decline resignation.

18.3 Notice of Discipline

NDRI shall initiate discipline by serving a notice of discipline upon the employee which shall identify the events or omissions for which discipline is sought and the penalty imposed by NDRI. Two copies of the notice of discipline shall be given to the employee. NDRI shall advise PEF promptly that a notice of discipline has been served. Service shall be made by personal delivery or by certified mail, return receipt requested.

18.4 Bill of Particulars

A. An employee against whom discipline is brought is entitled to know the events or omissions with which he or she is charged. In the event the employee believes that the allegations in the notice of discipline are insufficient for him or her to prepare a defense, within 15 days of the service of the charges, the employee or PEF as his or her representative may ask NDRI for a bill of particulars, more fully stating the dates, times and places set forth in the charges. NDRI shall respond to the request, either by declining to produce additional particularization or by providing the additional particularization within ten working days of the request.

B. NDRI shall not be required to disclose the names of its witnesses or potential witnesses.

C. Any dispute concerning the sufficiency of the charges shall be submitted to the arbitrator within five days of his or her appointment. A claim of insufficiency may not be raised in arbitration unless it had previously been raised at Step 3 of the grievance procedure.

18.5 Interrogations

A. No employee shall be required to submit to an interrogation for the purpose of obtaining a statement or information to be used in a disciplinary proceeding against him or her unless the employee is notified of the right to have a PEF representative present during the interrogation. Nothing herein, however, shall prevent NDRI from making inquiry to obtain information necessary for the conduct of its business. A reasonable period of time (not to exceed 24 hours) will be given to the employee to obtain a PEF field representative. If a field representative is not available within 24 hours the interrogation may proceed immediately. The employee may have a NDRI/PEF representative present during the interrogation.

B. If during the course of an otherwise appropriate inquiry it becomes clear that the employee is a likely subject of discipline and a statement or information is sought for use in such a proceeding, the

rights provided by paragraph (A) shall apply.

C. No employee shall be requested to sign any statement regarding his or her alleged incompetence or misconduct unless a copy of the statement is promptly supplied to the employee. Any statements or admissions signed without a copy having been supplied as soon as access to a copying machine is practicable may not subsequently be used against the employee.

D. No recording devices or stenographic record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made and he or she is thereafter supplied a copy promptly.

ARTICLE 19 NO DISCRIMINATION

19.1 No Discrimination

Neither NDRI nor PEF will discriminate against any employee because of membership or non-membership in PEF, or because of age, race, creed, color, marital status, religious beliefs, political beliefs and affiliations, sex, national origin, handicap, disability, sexual orientation, HIV status, citizenship status, or veteran status, as provided by Title VII of the Civil Rights Act of 1964, as amended, including the amendments made by the Civil Rights Act of 1991.

19.2 Affirmative Action

A. It is the policy of NDRI and PEF, to provide equal employment opportunity to all people without regard to race, color, creed, sex, national origin, age, handicap, disability, marital status, religious beliefs, political beliefs and affiliations, sexual orientation, HIV status, citizenship status, or veteran status.

B. In this regard, the NDRI Affirmative Action Plan includes specific goals and timetables for the prompt achievement of full and equal employment opportunities for minorities, women, disabled persons and Vietnam Veterans for all levels of employment.

C. In addition, NDRI will continue an Affirmative Action Committee, with Union representation, to advise the Executive Director or his or her designee on any and all existing and proposed policies, procedures, practices and programs relating to or affecting affirmative action.

19.3 Sexual Harassment

A. NDRI prohibits sexual harassment in the workplace. Sexual harassment is a form of employee misconduct. Sanctions will be imposed on individuals engaging in such conduct and on supervisory and managerial personnel who knowingly allow such behavior to continue.

B. Harassment on the basis of sex is a violation of Section 703 of Title VII and of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature constitute sexual harassment when (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

C. An individual who believes she or he is the subject of sexual harassment or sexual discrimination shall give notice of her or his claim to

- The individual's center/institute/unit director; or
- NDRI's Executive Director or
- NDRI's Director of Human Resources.

Prompt reporting of complaints is required as it allows for swift response and resolution of objectionable behavior or work conditions. All allegations of sexual harassment will be reviewed and investigated promptly and in as confidential a manner as practicable. Where warranted, corrective actions will be taken. Such actions may include counseling, or where appropriate, disciplinary measures, up to and including termination.

ARTICLE 20 LAY-OFFS AND LAY-OFF NOTICES

20.1 Layoffs shall be made in inverse order of seniority (as defined in Section 25.4) within title and within project, grant, contract or unit.

20.2 Layoff notices shall be served personally or by certified mail, return receipt requested, no later than four weeks prior to the effective date of the layoff. The layoff notice shall include:

1. Reason(s) for the layoff;
2. Layoff Unit;
3. Current title and grade held;
4. Seniority date of the employee;
5. Date of grant or project end;
6. Name, address and telephone number of the person to be contacted regarding recalls to new or vacant positions; and
7. A copy of Article 21 of this Agreement.

20.3 A copy of the layoff notice simultaneously will be given to the PEF Division Council Leader.

ARTICLE 21 RECALL RIGHTS

21.1 Recall List

A recall list will be established, for permanent employees with six months or more of service, who are laid off or who have been notified in writing that they will be laid off. The duration of an employee's recall list rights shall be 12 months from the effective date of the employee's layoff.

21.2 Notice of Positions

An employee on the recall list shall be mailed a notice (addressed to his last address of record with NDRI) of new or vacant positions in the employee's title and title series and at his or her grade level. An employee receiving such notice shall respond to the person whose name is provided on the notice, at the address or phone number indicated, within 15 calendar days of the postmark on the mailing.

21.3 Employees with 24 Months or More of Seniority

A. Except as provided in Section 22.5(B), in the event of a full-time vacancy in his or her title or title series (at the same or a lower grade) or the creation of a new full-time position within the same title series (at the same or a lower grade), an employee with 24 months or more of actual service for NDRI (not necessarily consecutive, but including time when the employee received benefits pursuant to the Worker's Compensation or Disability Benefits Laws or a contractually provided full paid leave benefit) on the date of his or her layoff, who is the most senior employee on the recall list (as defined

in Section 25.4) having indicated an interest in the position will be offered the position. If the most senior employee rejects the offer, the position will be offered, successively, to the remaining employees on the recall list, in the order of their seniority (as defined in Section 25.4). If all of the employees on the recall list decline the position, it may be filled through other recruiting means.

B. In the event of a vacancy or the creation of a new position at the same grade level (but not the same title or title series) as such employee's last position, an employee with 24 months or more of actual seniority (not necessarily consecutive, but including time when the employee received benefits pursuant to the Worker's Compensation or Disability Benefits Laws or a contractually provided full paid leave benefit) who indicates an interest in the position will be guaranteed an interview before the vacancy is filled. Such interview shall be scheduled by mutual agreement, but no later than 10 days of the date on which notice of interest in the vacancy was mailed.

21.4 Employees with Less Than 24 Months of Seniority

In the event of a vacancy in the title or title series (at the same or a lower grade) or the creation of a new position with the same title or in the title series (at the same or a lower grade), employees on the recall list with less than 24 months of seniority on the date of his or her layoff will be advised of such vacancy as provided in section 21.2, and, if such an employee indicates an interest in such vacancy, he or she will be guaranteed an interview before the vacancy is filled. Such interview shall be scheduled by mutual agreement, but no later than 10 days of the date on which the offer of an interview was mailed.

21.5 Failure to Respond

In the event an employee fails to respond to three notices that a position may be available in his or her title, title series or grade level, the employee's name will be removed from the recall list, even before the expiration of his or her term on the list.

21.6 Declinations

An employee who on three occasions declines an offer from the recall list of a full-time position in his or her title, having a duration of one year or more, shall be removed from the recall list. The declination of a position with work hours outside of 8:30 a.m. to 5:30 p.m. shall not be considered a declination pursuant to this paragraph. Declination of a Data Analyst position by a Senior -or Principal-Research Associate Ethnographer shall not constitute a declination for purposes of this Article. Declination of an Ethnographer position by a Senior- or Principal- Research Associate Data Analyst shall not constitute a declination for purposes of this Article.

Declination of a position with required "special skills" that are outside the scope of the standard job description shall not be considered a declination pursuant to this Article.

21.7 Probationary Period

An employee who is recalled from the recall list shall serve a probationary period of three months, extendable with the consent of the employee for an additional six months. An employee who is dismissed during or at the end of such probationary period shall be restored to the recall list and the period of time he or she served on the unsuccessful probationary period will be added to his or her time on the recall list.

21.8 Transfer from Recalled Position

An employee who is recalled to a position at a lower grade within his or her title series shall not be eligible to transfer to another position within NDRI for a period of one year. The principal investigator of the project to which the employee is recalled may relieve the employee from this one year obligation.

21.9 Copy of Recall List

NDRI shall provide PEF with a copy of the recall list whenever there is an addition or deletion from the list.

21.10 Nothing in this Article shall impair the opportunity of employees to be promoted at any time or to be transferred within the final six months of his or her project or grant, prior to canvassing the recall list.

ARTICLE 22 SEVERANCE PAY

22.1 A full-time employee of the employer who has two or more years of continuous service shall be paid severance pay during the term of this agreement because of lack of work, or lack of grant money, except that such pay will not be paid when:

- A. He or she elects termination.
- B. Operations cease or are curtailed by reason of an act of God, strike or other labor dispute.
- C. He or she is offered, before the receiving the severance pay, another job or title at any other location of the employer at the same rate of pay or better.

22.2 Effective June 1, 2002, the amount of an employee's severance pay, subject to the foregoing provisions of this article shall be two weeks' pay for each year of service up to a maximum benefit of sixteen (16) weeks pay. A fractional part of a year, after his or her first two years of service, shall be computed at the rate of 1/12 of two weeks pay for each full month of service. An employee who has worked fifteen (15) or more days on the date he or she is terminated, he or she shall be credited with a full month.

22.3 For severance pay purposes, a week's pay shall be equal to the average of the employee's weekly before-tax-compensation for one year prior to the date of termination and shall be paid, if elected, at the next pay period after the date of termination.

22.4 Pro-rated severance pay shall be paid to a part-time employee whose position is wholly abolished if that employee works or has worked at least 70% of full-time during his or her employment with NDRI. Nothing in this section shall provide severance benefits to an employee who has voluntarily elected to work part-time or to reduce his or her hours.

22.5 An employee who is otherwise eligible for the benefits provided by this Article, whose grant has terminated and who transfers to another grant in lieu of being laid off and who is not continued during the term of his or her probationary period shall remain eligible for severance pay pursuant to this Article.

22.6 Integration with Recall List Rights

A. In the event, within 60 days of the termination of his or her employment, an employee who is on a recall list pursuant to Section 21.3 of this Agreement (1) fails to apply for a posted position pursuant to section 21.2, or (2) declines a position, at any other location of the employer, at the same rate of pay or better, his or her rights on the recall list shall terminate immediately. If the offered position is at a rate of pay less than the rate the employee is presently receiving, he or she shall remain on the recall list, and the offered position shall not count as one of the three declinations referred to in Section 21.6. Pursuant to Article 21, subsequent offers need only be in the employee's title or title

series, and not necessarily at the same or higher rate of pay.

B. An employee who has received severance pay shall not be eligible to be placed on a mandatory recall list. An employee shall have six months from the notice of abolition of position, pursuant to section 20.2 to elect to receive severance pay or mandatory recall.

22.7 Subsequent Termination

An employee who has received severance pay once may receive it for a subsequent termination. The employee's last starting date shall be used to determine the amount of the severance benefit and he or she shall receive no credit for service before such starting date.

ARTICLE 23 REVIEW OF PERSONAL HISTORY FOLDER

23.1 The employer shall maintain only one official personal history file per employee. This file shall contain criticism, ratings, and appraisals of the performance of said employee. All copies of such memoranda or documents shall be sent to said employee simultaneously with their being placed in the personal history folder.

23.2 An employee or PEF representative designated by the employee in writing, shall have an opportunity to review and make copies of the official personal history folder within three working days notice to the Personnel Coordinator. An employee wishing to review his/her folder shall be permitted to be accompanied by a PEF Steward or other PEF representative while reviewing the file.

23.3 Upon written request by employee, all material over three years old may be removed from official personal history folder except performance ratings, personnel transactions, pre-employment materials.

ARTICLE 24 LABOR/MANAGEMENT MEETINGS

24.1 In order to avoid and eliminate misunderstandings and to improve relations between NDRI and PEF, a Labor/Management Committee shall consist of up to four members of the Union and four representatives from Management. This committee shall meet quarterly at a time and place to be mutually agreed upon. The agenda shall be exchanged one week prior to the meeting date.

24.2 All issues related to working conditions are deemed relevant for discussion at Labor/Management meetings.

ARTICLE 25 WORKING CONDITIONS

25.1 Probationary Period

New employees hired shall serve a probationary period of six months, extendable with the consent of the employee to nine months. On promotion or transfer, an employee shall serve a probationary period of three months, extendable with the consent of the employee to six months. If retained by the employer after the probationary period, the employee's seniority date shall be the initial date of hire.

25.2 Job Description

Upon hire and upon reclassification, an employee will be provided with a copy of his or her job description.

25.3 Contracting Out

There shall be no loss of jobs or reduction in grade of permanent employees as a result of NDRI's exercise of its right to contract out for goods and services.

25.4 Seniority

For purposes of this Agreement seniority is defined as continuous service with NDRI computed on the basis of time on the payroll plus properly approved absences and layoffs of less than 18 months and shall date from the date of hire by NDRI. Nothing in this section will require the recomputation of a determination of seniority made prior to January 1, 1994, pursuant to Section 24.6 of the 1989-92 Agreement between the parties.

25.5 Out-Of-Title Work

- A. No employee shall be employed under any title not appropriate to the duties to be performed and no employee shall be directed, in writing, to perform the duties of any other position, unless he or she has been appointed, promoted, transferred or recalled to such position.
- B. Nothing herein provided shall prevent an employee from (a) voluntarily undertaking the duties of another position or (b) assuming the duties of a supervisor during the period of absence, not to exceed 20 working days, of the supervisor because of vacation, illness or other reason.
- C. If it is determined that an employee has been performing duties not appropriate to his or her title but appropriate to a title graded the same or lower, an order that the performance of out-of-title duties cease and desist shall be issued, in writing, to both the employee and PEF.
- D. If it is determined than an employee has been performing duties not appropriate to his or her title but appropriate to a title graded higher, the employee shall receive the difference between his or her present salary and the salary of his or her step at the grade of the position in which he or she actually was performing duties, for the period of the out-of-title assignment. In no case shall a monetary award be retroactive to a date earlier than 20 working days prior to the date on which the grievance alleging a violation of this section was filed.
- E. The final step of a grievance alleging a violation of this section shall be an appeal to the Executive Director.

ARTICLE 26 HEALTH AND SAFETY

26.1 Pursuant to the requirements of the Occupational Health and Safety Act ("OSHA"), NDRI recognizes its obligation to provide a safe place for its employees to work. To the extent mandated by law, NDRI will take action to render the workplace safe. Both parties agree to use their best efforts to achieve this objective.

26.2 NDRI will permit access, upon reasonable notice and without interference to on-going research activities, by union representatives to all work locations for the purpose of inspecting for health and safety violations.

26.3 In the event the parties cannot resolve a difference arising over a health and/or safety question, the issue shall be immediately discussed in an emergency meeting of the Labor/ Management

Committee on one day's notice. Failing resolution at this stage, the Union may initiate a grievance at Step 2 of the grievance procedure, provided, however, that the final step of such grievance procedure shall be an appeal to NDRI's board of directors.

26.4 NDRI shall provide a \$60 annual uniform allowance to reimburse the cost of safety equipment of field employees who are required by their employment to enter areas where safety equipment is necessary. In order to qualify for the allowance, employees shall be required to present receipts, evidencing their purchase of safety equipment. The identification of the employees who are entitled to the benefit provided by this section shall be an appropriate subject for discussion at the Labor Management Committee.

ARTICLE 27
SEVERABILITY

27.1 In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a court or tribunal of competent jurisdiction or shall have the effect of loss to NDRI of funds made available through Federal or State law or a grant to which NDRI is a party, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal, State or grant funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved.

ARTICLE 28
CONCLUSION OF COLLECTIVE NEGOTIATIONS

28.1 This Agreement is the entire agreement between NDRI and PEF, terminates all prior agreements, practices and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means including the labor management process. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 29
DURATION OF AGREEMENT

29.1 The term of this Agreement shall be from July 1, 2005 through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on _____.

Public Employee's
Federation

National Development and
Research Institute, Inc.

By, _____
Roger E. Benson, President

By _____
Dr. Bernard S. Arons
Executive Director/CEO

Julie O'Brien

Victoria Zaleski

Lisa McCullough

Crystal Brown

Una Cruz

Charles Small

Marvin Moschel, Field Director

Carlos Arroyo, Field Representative

Jane Schwarz, Field Representative

APPENDIX A

Administrative Assistant (Grade 6)
Administrative Services Assistant (Grade 8)
Assistant Counselor (Grade 8)
Assistant Data Processor (Grade 4)
Bookkeeper (Grade 6)
Clerical Assistant (Grade 1)
Community Intervention Worker (Grade 8)
Community Organizing Coordinator (Grade 12)
Counselor (Grade 10)
Data Processor (Grade 6)
Executive Assistant (Grade 10)
Field Site Custodian (Grade 1)
Financial Services Assistant (Grade 8)
Junior Research Assistant (Grade 4)
Mail & Supply Clerk(Grade 1)
Mailroom Supervisor (Grade 5)
MIS\EDP Coordinator (Grade 15)
Network Specialist (Grade 14)
Outreach Worker I (Grade 2)
Outreach Worker II (Grade 4)
Principal Research Associate (Grade 15)
Purchasing Assistant (Grade 3)
Receptionist (Grade 4)
Research Assistant (Grade 6)
Research Associate (Grade 10)
Research Therapist (Grade 10)
Secretary (Grade 3)
Senior Administrative Assistant (Grade 8)
Senior Bookkeeper (Grade 10)
Senior Counselor (Grade 12)
Senior Data Processor/Assistant Technical Specialist (Grade 8)
Senior Executive Assistant (Grade 12)
Senior Research Assistant (Grade 8)
Senior Research Associate (Grade 12)
Senior Technical Specialist (Grade 12)
Sr. Community Intervention Worker (Grade 10)
Storefront Assistant (Grade 6)
Switchboard Operator (Grade 3)
Technical Specialist (Grade 10)

APPENDIX B

SALARY SCHEDULE

Grade	2005-2006	2006-2007	2007-2008	2008-2009
1	29302	30182	31087	32020
2	31424	32367	33338	34338
3	33193	34189	35214	36270
4	34960	36009	37089	38202
5	36904	38011	39151	40326
6	38852	40018	41219	42455
7	40973	42202	43469	44773
8	43272	44571	45908	47285
9	45746	47119	48532	49988
10	48224	49670	51160	52695
11	50876	52402	53974	55593
12	53880	55497	57162	58876
13	56534	58230	59977	61776
14	59540	61326	63166	65062
15	62547	64423	66356	68347
16	65694	67665	69695	71786