

COLLECTIVE  
BARGAINING  
AGREEMENT

Between

THE TRUSTEES OF COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK,  
COLUMBIA UNIVERSITY MEDICAL CENTER

and

1199 SEIU UNITED HEALTHCARE  
WORKERS EAST  
SSA AREA

*April 1, 2009 to March 31, 2013*



## TABLE OF CONTENTS

ARTICLE	
	Preamble.....1
1	Recognition and Collective Bargaining Unit.....1
2	Union Security.....4
3	Checkoff.....5
4	Non-Discrimination.....6
5	Probationary Period.....6
6	Hours and Overtime.....7
7	Discipline.....8
8	Seniority.....9
9	Promotions.....10
10	Resignation.....12
11	Leave of Absence.....12
12	Grievance and Arbitration.....14
13	Management Rights.....16
14	Union Activity.....17
15	No Strike - No Lockout.....20
16	Effect of Legislation - Separability.....21
17	Layoff Allowance.....21
18	Layoff and Recall.....22
19	Sick Leave/Disability/Workers' Compensation.....28
20	Holidays and Personal Days.....29
21	Vacation.....30
22	Bereavement Leave.....32
23	Jury Duty.....33
24	Child Care.....33
25	Point of Service Medical Plans.....34
26	Dental Program.....35
27	Optical Plan.....35
28	Group Life Insurance.....36
29	Retirement Benefits.....36
30	Health Clinic.....37
31	Substance Abuse Committee.....38
32	Safety Committee.....38
33	Tuition Exemption.....39
34	University Training Program.....41
35	Past Practices.....44

36	Shifts and Shift Differentials.....	44
37	On Call/Call In.....	45
38	Temporary Assignments.....	45
39	Credit Union.....	45
40	Emergency Salary Provisions.....	45
41	Salaries.....	46
42	Full and Complete Agreement.....	48
43	Duration of Agreement.....	48
	Signature Page.....	49
	Side Letters.....	50
	Exhibit "A" Salaries.....	64
	Exhibit "B" Same-Sex Domestic Partner Benefits.....	66
	Exhibit "C" March 15, 2004 Edelman Consent Award.....	67
	Exhibit "D" Casual and Temporary Adjustments .....	69
	Exhibit "E" Political Action Fund Check-Off Authorizations.....	70
	Service Corp Agreement.....	70a
	Index.....	75

**AGREEMENT** made and entered into this **25th** day of **September, 2009**, by and between the Trustees of Columbia University in the City of New York, (hereinafter referred to as the "University" and/or the "Employer"), on behalf of its Medical Center (hereinafter referred to as the "Employer"), and 1199 SEIU United Healthcare Workers East, SSA Area, (hereinafter referred to as the "Association" and/or the "Union").

**WHEREAS**, the parties hereto desire to cooperate in establishing and maintaining conditions which will tend to secure to the employees of the Employer fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise, so as to secure uninterrupted operations of the activities of the Employer;

**NOW, THEREFORE**, be it mutually agreed as follows:

## ARTICLE 1

### RECOGNITION AND COLLECTIVE BARGAINING UNIT

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for full-time and regular part-time service, technical, and clerical employees of the supporting staff of the College of Physicians & Surgeons and the Schools of Nursing, Public Health, and Dental and Oral Surgery, employed at the Columbia Presbyterian Medical Center and/or the following locations: Julius and Armand Hammer Health Sciences Center; Augustus Long Library; New York State Psychiatric Institute; Bard Hall, 50 Haven Avenue, New York City, 78 Haven Avenue, New York City; 556 West 168th Street, New York City; 238 Fort Washington Avenue, New York City; 251 Fort Washington Avenue, New York City; 21 Audubon Avenue, New York City; 511 West 166th Street, New York City; 100 Haven Avenue, New York City. Departments covered by this agreement which move into the Audubon Biomedical Science and Technology Park will continue to be covered by this agreement to the same extent as they were previously covered..
- B. Excluded from coverage are:
1. Professional employees, Departmental Administrators, Administrative Assistants, and Supervisors;
  2. Confidential employees, under the law;

3. **Employees who work less than an average of twenty (20) hours per week;**
4. **Temporary/casual employees as defined below.**
5. Student employees with "student status" (a student employee is one with "student status", which permits exemption from the Social Security tax and is claimed by the employee who is primarily a student at Columbia University. An employee who is working primarily to support him/herself and who attends University classes only because they are available to him/her, does not have "student status");
6. Security Officers;
7. Department of Facilities Management employees;
8. Department of Residence Halls and Department of Food Services employees;
9. Harlem Hospital Center Affiliation employees and other employees working at Harlem Hospital Center;
10. Employees employed at the following locations:  
  
72 East 91st Street, New York City; Fort Dix, New Jersey; Cornell University Medical School, 1300 York Avenue, New York City; Lenox Hill Hospital, 77th Street and Lexington Avenue, New York City; Veterans Administration Hospital, 130 West Kingsbridge Road, Bronx, New York; Rockland State Hospital, Orangeburg, New York; 135 East 83rd Street, New York City; Hicksville, Long Island, New York; Trenton, New Jersey; West Hyattsville, Maryland; Brookhaven National Laboratory, Upton, New York; Tenafly, New Jersey; Leonia, New Jersey; Hudson River State Hospital, Poughkeepsie, New York; Overlook Hospital, Summit, New Jersey; 367 Franklin Avenue, Franklin Square, New York;
11. Medical Center Bookstore employees;
12. Student Information Services employees.
13. Employees of tenants and/or the City of New York in the Audubon Biomedical Science and Technology Park.

C. Whenever the word "employee(s)" is used in this Agreement, it shall mean employee(s) in the bargaining unit.

- D. It is agreed that this Agreement shall apply and continue in full force and effect at any location to which the bargaining units may move. It is further agreed that this Agreement shall apply to any new or additional facilities of the bargaining units and under the Employer's principal direction and control within the five boroughs of New York City, Nassau, Suffolk and Westchester Counties. In the event of a merger of the Health Science Division with any other institution, the Employer will provide notice to the Union upon the finalization of such agreement, and will meet and confer with the Union with respect to the impact of such merger on employees.
- E. Definition of Regular Part-time Employees - An employee who has a regularly assigned schedule of at least twenty (20) hours a week and who is expected to serve continuously for more than four (4) months, is known as a regular part-time employee. Such employees are eligible according to their regular work schedule on a pro-rata basis and as defined in this agreement for the following benefits which are available to a regular full-time employee: vacation, sick leave, group life insurance, partial tuition exemption [if working twenty (20) or more hours per week] and any University holidays that fall on one of his/her regularly scheduled workdays.
- F. Definition of Temporary/Casual - A temporary **or casual** employee is one who is hired for a period of up to four (4) months (**measured as 560 hours in a rolling year**) and is so informed at the time of hire. This may include an employee hired for summer work, or for a special project, or to replace an employee on leave or vacation. The said four (4) month period may be extended up to an additional two (2) months, or, in the case of a leave of absence, for the length of the leave of the employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. However, such employee shall become a member of the Union after expiration of the initial four (4) month period.

If a temporary employee becomes permanent, his/her temporary employment is in lieu of his/her probationary period, provided that his/her job classification remains unchanged. Upon becoming a permanent employee, his/her bargaining unit seniority shall be retroactive to the last date of hire. In such cases, the immediate previous period of temporary employment shall be credited to benefits under this Agreement; it being understood, however, that such period shall not result in any retroactive coverage or in any retroactive contribution to any benefit plan.

**See Exhibit D for applicable process in the event that a temporary or casual employee as defined in this provision exceeds four months or the length of leave being covered.**

- G. When an employee is hired, the Employer shall inform the employee, in writing, of its contractual relationship with the Supporting Staff Association and the Employer must advise the employee of Articles 2, 3, 4, and 5, of this Agreement along with his/her job title, main responsibility, starting salary, effective date of salary, benefits and opportunities for job advancement.

All employees hired shall, as a condition of employment, be required to attend an employee orientation session. Attendance at, and completion of, the orientation session shall be a pre-condition of hire and continued employment. Employees shall be provided with a Union packet of information and shall be required to execute and sign all necessary Union check-off forms, and register with the Union at the time of their orientation session.

The employer agrees to transmit, within 48 hours of the scheduled orientation session the properly executed Union membership forms to the Union Office as well as provide a list of those employees attending the orientation sessions, their date of hire, and copies of their hiring notice.

## ARTICLE 2

### UNION SECURITY

- A. All employees shall maintain their membership in the Union in good standing as a condition of continued employment in the bargaining unit.
- B. All present employees who are not members of the Union shall become members thirty (30) days after the effective date of this Agreement, or the execution date, whichever is later, after which Section A above shall apply.
- C. All new employees who are hereafter hired shall become members of the Union thirty (30) days after the beginning of their employment after which Section A above shall apply.
- D. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders periodic dues and initiation fee uniformly required as a condition of membership.
- E. An employee who fails to maintain membership in the **Union** in good standing as required by this Article, shall, within twenty (20) calendar days

following receipt by the Employer of a written demand from the Union requesting discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

### ARTICLE 3

#### CHECKOFF

- A. Upon receiving a voluntary checkoff card from an employee, the Employer shall deduct dues and initiation fee, as fixed by the Union, from the wages due such employee each month. Deductions shall be made the first payday of each month for that month, (enrollment forms will be completed at the time of employment) and then remitted to the Supporting Staff Association by the end of the month.

The Employer's obligation to checkoff shall end upon termination of employment or transfer out of the bargaining unit, and shall not be in effect during layoff or unpaid official leave(s).

- B. Employees who do not sign written authorization for deductions must adhere to the same payment procedures by making payments directly to the Union.
- C. The Union shall indemnify and hold the Employer harmless from any action(s) growing out of these deductions. The Union assumes full responsibility for the deductions turned over to it by the Employer.
- D. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- E. The Employer shall notify the Union once per month of the change in status of any member who is on approved leave in excess of 30 days. The notice will be in writing, and will include the employee's name, department, job title, type of leave, date leave begins, and anticipated return date.

- F. **The Union may process arbitration claims under this Article 3 before the funds arbitrator pursuant to the procedures set forth below.**

**Alan R. Viani is hereby designated as the Impartial Arbitrator to hear and determine any disputes which may arise between the parties with regard to payment of dues under Article 3. Such arbitration shall be heard no later than ten (10) days after written request for arbitration is submitted to the Arbitrator. The Award of the Arbitrator shall be issued within five (5) days thereafter. In the event of a vacancy in this position for whatever cause, the parties shall expedite the selection of an arbitrator to fill the vacancy.**

#### ARTICLE 4

##### NON-DISCRIMINATION

- A. In a desire to restate their respective policies, neither the Employer nor the Union shall unlawfully discriminate against or in favor of any employee on account of race, color, religion, national origin, ethnic origin, sex, age, marital status and citizenship. Neither the Employer nor the Union shall unlawfully discriminate against or in favor of any employee on account of political belief or sexual orientation, or against any qualified individual with a disability who can perform the essential functions of the position, with or without reasonable accommodation. Neither the Employer nor the Union shall unlawfully discriminate against or in favor of any employee because of membership in the Union and/or activities on behalf of the Union as protected by the National Labor Relations Act as amended.
- B. It shall be prohibited for the Employer, the Union or any employees to harass another employee on the basis of sex as defined under the law. If a member of the Bargaining Unit believes that he/she is being sexually harassed, the matter will be brought to the University's attention by filing a grievance under the procedure provided in this Agreement. The filing of such a grievance may be preceded by resort to the University Panel on Sexual Harassment or by notifying the Director of Affirmative Action.
- C. Any employee claiming a violation of this article may file a grievance at Step 3 of the grievance procedure.

#### ARTICLE 5

##### PROBATIONARY PERIOD

- A. Newly hired employees shall have a probationary period of four (4) months from the date of employment, exclusive of absences for any cause.

During the probationary period, any employee may be terminated at the will of the Employer, and such termination shall not be subject to the grievance and arbitration procedure provided in this Agreement.

The Employer shall notify the Union, in writing, of any such termination of a probationary employee. Following completion of a probationary period, the employee shall be considered a regular employee and entitled to all the rights of this Agreement.

- B. An employee once terminated shall serve another four (4) month probationary period upon being rehired. An employee laid off and recalled to the same job classification in the same department shall not serve another probationary period.

- C. During the probationary period, the employee's performance will be monitored and evaluated, and the employee will be kept abreast of his/her progress. A written probationary performance appraisal will be completed by the employee's supervisor and discussed with the employee during the probationary period. This procedure shall not be subject to the grievance and arbitration procedure provided in this agreement. If the employee's supervisor does not complete a probationary evaluation, then a probationary employee who has not otherwise been terminated under Section A will be deemed to have satisfactorily passed the probation period and to have become a regular employee.

## ARTICLE 6

### HOURS AND OVERTIME

- A. The regular work week for full-time employees shall be thirty-five (35) hours per week, seven (7) hours per day, with a break for mealtime not to exceed one (1) hour. The mealtime break shall not be included in the seven (7) hour working day.

Employees will be notified at least five (5) working days in advance of any permanent schedule change, except in case of emergencies.

Employees who are required to remain at their work stations without interruption are entitled to two (2) scheduled fifteen (15) minute breaks in each work day. Subject to operating needs, other employees will be allowed to leave their desks for brief periods to get coffee and the like.

- B. Work performed beyond the regular full-time work week as described above shall be paid at time and one-half the regular rate of pay.

Employees shall be compensated at the rate of one and one half (1 1/2) times their regular pay for authorized time worked in excess of the regular full time work week of thirty-five (35) hours up to forty (40) hours by receiving . pay for such overtime worked. For hours worked between thirty-five (35) and forty (40), compensatory time off **may be taken by mutual agreement, in which case the agreement must be committed to writing using the following language provided by the department: "It is agreed that the overtime hours worked between thirty-five and forty hours during the week ending XXX shall be received as compensatory time off."** The employee shall indicate agreement in writing. Compensatory time must be scheduled and used within ninety (90) days from the time worked. Any time worked after forty (40) hours shall be paid at time and a half (1 1/2).

- C. Regular full-time employees who work thirty-five (35) hours, Monday through Friday, will be paid time and one-half for any hours worked on Saturday, and double time for any hours worked on Sunday. Regular full-time employees who work thirty-five (35) hours on other than a Monday through Friday schedule will be paid time and one-half for any hours worked on a sixth work day beyond the regularly scheduled thirty-five (35) hours in the work week and double time for any hours worked in a seventh work day beyond the regular schedule of thirty-five (35) hours in the work week.
- D. Paid absences, except sick days paid, shall be considered as time worked for purposes of computing overtime. Unpaid absences shall not be considered as time worked.
- E. Employees are eligible for overtime pay only for those hours authorized by the Department Head or his/her designee. The Employer shall be the sole judge of the necessity for overtime. The Employer shall endeavor, insofar as it may be practicable, to make an equal distribution of overtime among the qualified employees within a classification, within a research or training project, or within a department, whichever is applicable.
- F. Flexible hours mean regularly assigned working hours that are different from the normal departmental schedule. The University will consider employee requests and will try to grant them when there is a compelling need on the part of the employee including but not limited to child care and educational considerations, and where the department's functioning will not be adversely affected. All considerations for flexible hours are non-grievable and non-arbitrable.
- G. The Employer will use a uniform time sheet and time reporting procedures.

## ARTICLE 7

### DISCIPLINE

- A. After completion of his/her probationary period, an employee may be discharged or disciplined for just cause. Such discharge or discipline shall be subject to the grievance and arbitration provisions of this Agreement. The Employer will notify the employee in writing of the reason(s) for discharge or discipline. The Employer will furnish the Union with a copy of the written notice within forty-eight (48) hours from the date of notice to the employee.
  
- B. Material relating to suspensions shall be removed from the employee's University Personnel Record after two (2) years if no other similar disciplinary action(s) has occurred during this period. Material relating to oral or written warnings will be removed after one (1) year if no other similar disciplinary action(s) has occurred during this period, and the employee has shown that he/she has been rehabilitated subsequent to the discipline.
  
- C. (i) Employees will be granted access to their University personnel files in accordance with University policy. Access to other persons will be limited in accordance with University policy.  
(ii) An Employee may review and have a copy made of material in his/her personnel file (departmental and Medical Center Human Resources) once per calendar year with an appointment in accordance with procedures established by Medical Center Human Resources.

## ARTICLE 8

### SENIORITY

- A. Bargaining unit seniority shall be defined as the length of time an employee has been continuously employed in the bargaining unit or employed in a Department of Columbia University. An employee shall have no seniority during his/her probationary period. Upon successful completion of his/her probationary period, however, his/her seniority shall be retroactive to his/her date of hire. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within a research or training project or Department, as applicable.
  
- B. Seniority shall accrue when an employee is on:
  - 1. authorized leave of absence without pay up to one hundred eighty (180) consecutive calendar days;

2. jury duty and condolence leave;
3. layoff not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment;
4. sick leave up to one hundred eighty (180) consecutive calendar days.

C. Seniority shall be broken when an employee:

1. terminates voluntarily;
2. is discharged for cause;
3. willfully exceeds an official leave of absence after notification by certified mail or an equivalent express service;
4. is laid off for twelve (12) consecutive months or a period exceeding the length of the employee's continuous employment, whichever is less;
5. fails to call his/her supervisor or designee when absent from work for five (5) or more consecutive work days without reasonable excuse as to the reason for such absence.

D. Previous service for computing retirement benefits for those employees who have terminated employment and later returned to employment shall be credited as set forth in the Pension Plan Document, as amended.

## ARTICLE 9

### PROMOTIONS

- A. Employees who apply for a promotion when an opening occurs in their present research or training project or department, as applicable, shall be promoted on the basis of classification seniority, provided the employee has the skill, ability, experience, and educational background. The employee's University Personnel Record shall also be taken into consideration as one of the factors in evaluating an applicant for promotion. The selection herein shall be subject to the grievance and arbitration procedure.

- B. When there is such a vacancy, it shall be posted for a period of five (5) working days at centrally located bulletin boards. If the opening is not filled from within the research or training project or department as applicable in Section A above, then the employee shall be selected on the basis of bargaining unit seniority provided said employee has the skill, ability, experience, educational background, and physical fitness to perform the available work. During this period, the Employer will not interview or hire anyone outside of the University. The Investigator, Project Director or Supervisor involved shall be the sole judge of the capability of the employee to perform the available work.

The employer will provide sufficient copies of job postings for posting on Association bulletin boards. Such postings will be provided in an electronic format. The Employer will provide a locked bulletin board to be placed outside of the Union's office. This bulletin board will be used solely to display current job postings for bargaining unit positions. The Union will be responsible for maintaining the bulletin board.

- C. An employee who receives a promotion will be subject to a four (4) month probationary period. In the event the employee does not successfully complete thirty (30) days in the new position, the employee may return to his/her previous position providing that it has not been filled by an internal promotion or transfer and providing he/she has not previously returned to a former position under these provisions. Between day 31 and the end of the four (4) month probation, if the employee does not successfully complete the probationary period, he/she may return to his/her previous position providing the position has not yet been filled or canceled.

Management will use its best efforts to place the employee in a position equivalent to the former position when the promoted employee does not successfully complete his/her four (4) month probationary period.

- D. An employee who receives a lateral transfer will be subject to the same provisions as set forth in Section C above.
- E. An employee must complete a minimum of six (6) months of continuous employment in the bargaining unit in his/her position before requesting a lateral transfer or promotion, however, he/she may be considered for a position within his/her project or department if no qualified internal applicant with six (6) months or more of continuous University employment applies.
- F. An employee who receives a promotion to the next highest classification level shall receive a promotional increase equal to the grade rate difference.

G. 1. In the event that there is a substantial change in the job duties of an employee, the Employer will review the job description and classification to assure that they accurately represent the job. The University will notify the employee and the Union of changes in job description and classification. Such changes in classification are subject to the grievance procedure provided herein.

2. In the event that an employee believes that the scope/content of his/her job responsibilities has materially changed, and that the position should be upgraded to a higher level, the employee may file a written request for a review of the job classification with his/her immediate supervisor. The employee must describe in detail how the knowledge, skills and ability required for the position have changed as compared to the work previously performed, so as to justify an upgrade. Routine changes in staffing, technology or methodology for performing the job shall not justify an upgrade. The supervisor will meet with the employee and review his/her job description. The employee will be notified within 15 days of the submission of the request.

The employee may request review of the supervisor's determination by filing a written request within 10 days in Human Resources. Human Resources will investigate the request and provide a written response within 30 days. In the event that the employee grieves the denial of an upgrade to arbitration, the burden shall be upon the employee to demonstrate by clear and convincing evidence that an upgrade is warranted.

## ARTICLE 10

### RESIGNATION

- A. An employee who resigns shall give the Employer two (2) weeks advance notice.
- B. An employee who gives notice of resignation, as provided above, shall be entitled to receive payment for unused vacation time accrued on the effective date of resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was possible for the employee to have given such notice. The Union shall be notified, in writing, by the Employer if such action is taken.

## ARTICLE 11

### LEAVE OF ABSENCE

Employees shall be eligible for unpaid leave of absence without loss of seniority or status in accordance with the following:

- A. Maternity Leave - Maternity shall be treated just as any other non-occupational disability circumstance as set forth in Article 19 of the Contract. Medical expenses incurred during pregnancy and maternity delivery shall be covered for all eligible employees under the employee's current medical insurance plan as would any other disability.
- B. Union Business - Any employee with six (6) or more months of employment shall be eligible to take an unpaid leave of absence, not to exceed one (1) year in order to accept a full-time position with the Supporting Staff Association provided the leave does not hinder the operation of the project or department.
- C. Military Leave - A regular employee who volunteers or is drafted for military service may request a military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act, as amended, then in effect.
- D. Duty in Military Reserve - An employee who is called to two (2) weeks' active duty in the National Guard or Military reserve is allowed two (2) weeks for military service beyond his/her regular vacation. The employee may receive the difference by which his/her University salary exceeds his/her service pay. This policy applies only to a full-time, regular employee who has completed the four (4) month probationary period.
- E. Personal Leave - Personal leaves of absence may be authorized for a period of up to six (6) months.
- F. Family Leave - Family leaves of absence shall be subject to the guidelines set forth by the Family and Medical Leave Act of 1993.
- G. Employees who have completed nine months of employment may take personal leave without pay for infant care purposes in addition to the sick and non-occupational disability leave, however, such leave shall not exceed ten (10) months in duration.

In support of family concerns, a full-time employee may return to work on a part-time scheduled basis for a period of up to four weeks immediately following a leave of absence for pregnancy-disability, infant care, adoption or foster care placement of a child.

All leaves granted under this Section G shall be considered FMLA leaves if applicable. Leaves granted under this Section shall be in lieu of any leave for which the employee might be eligible under Section E above.

Employees shall be allowed to use accumulated vacation time to care for a sick family member.

- H. In all instances, leaves of absence under this Article must be requested in writing by the employee and responded to, in writing, by the employee's supervisor within ten (10) working days of the receipt of the request.

While on any unpaid leave of absence, an employee shall not be entitled to earn holiday pay or to accrue vacation time or sick leave time.

Upon return from an approved leave of absence, an employee will return to the same position or an equivalent position and will retain classification seniority.

## ARTICLE 12

### GRIEVANCE AND ARBITRATION

- A. A grievance shall be defined as a dispute or complaint arising between the parties to this Agreement under or out of this Agreement or the interpretation, application, performance, termination or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. - Within ten (10) working days, an employee having a grievance and a representative of the **Union** shall take it up verbally with the Principal Investigator, supervisor or his/her designee, Director or other individual charged with the responsibility for the direction or functioning of the unit involved.

The Principal Investigator, supervisor or his/her designee shall give his/her answer to the employee and official of the **Union** within five (5) working days after the presentation of the grievance.

If the Principal Investigator, supervisor or his/her designee is not available, a request for an extension of the time limitation shall not be unreasonably denied. If the **Union** deems the grievance to be a pressing matter, it can proceed to Step 2.

If the Principal Investigator, supervisor or his/her designee denies the grievance at Step 1, the grievance shall be reduced to writing by the grievant and representative of the **Union**.

Step 2. - If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be presented on a uniform, written grievance form, setting forth allegations of the specific incidence and the specific violations of the Collective Bargaining Agreement, signed by the grievant and a representative of the **Union**, and presented to the grievant's Department Chairman or his/her designee. The Department Chairman or designee shall meet with the grievant and union representative to hear the allegations of the specific incidence and the specific violations of the collective bargaining agreement within ten (10) working days upon receipt of the written grievance. The department chairman or designee shall respond to the grievance in writing within five (5) working days after meeting with the union and the grievant.

Step 3. - If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this Step in writing, setting forth allegations of the specific violations of the Collective Bargaining Agreement, signed by the grievant and a representative of the **Union** and presented to the Personnel Director, with a copy to the Department Chairman or designee responsible for the second step. The Assistant Vice President – Human Resources (Medical Center) or designee shall meet with the grievant and the Union representative within 10 working days, and shall render a decision in writing within 10 working days after the meeting.

The University agrees to provide relevant information concerning a Step 3 grievance hearing on a timely basis prior to the date of the hearing upon receipt of a timely request.

- B. Failure on the part of the employer to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next Step.
- C. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension shall be presented initially at Step 3, within ten (10) working days of the time the employee is notified of the discharge or suspension.
- D. Without waiving the Employer's statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its office.
- E. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

- F. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed conclusive, and the grievance shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
- G. (i) A grievance which affects a substantial number of employees, and which the Employer representatives designated in Steps 1 and 2 lack authority to settle, may be presented initially at Step 3 by a representative of the Union.
- (ii) A grievance concerning a layoff or failure to recall will be presented at Step 3.
- H. A grievance, as defined in Section A above, which has not been resolved hereunder shall, within ten (10) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to a panel arbitrator from an agreed-upon panel of five. Cases shall be assigned on a rotational basis to the members of the panel in accordance with Arbitrator Edelman's March 15, 2004 Consent Award attached hereto as Exhibit C.

Where the union seeks to grieve the failure of a laid off employee to be recalled to a particular position, the University will meet within 10 days of the union's grievance. If the matter is not resolved and the union wishes to arbitrate the failure to recall the arbitration will be expedited using the following procedure:

If the arbitrator next on the rotation list is not available within thirty days, the parties will proceed down the list until an arbitrator with an available date within thirty days is found.

- I. The fees and expense of the Arbitrator shall be borne equally by the parties.
- J. The arbitrator shall render the award within thirty (30) days of the closing of the record. The award of an Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union, and the employees.
- K. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section A above, and he/she shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.
- L. Time limits in this Article may be extended by written agreement of the parties.

### ARTICLE 13

#### MANAGEMENT RIGHTS

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct, and schedule the working force; to plan, direct and to control operations; to discontinue, or reorganize or combine any Department or branch of operations with any consequent reduction or other changes in the working force; to hire and lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

#### ARTICLE 14

##### UNION ACTIVITY

- A. There shall be adequate **Union** bulletin boards on the premises of the Employer. The Employer shall provide enclosed bulletin boards solely for the purpose and use of the **Union**. Said bulletin boards shall be placed conspicuously at places accessible to all Union members. No notices which are derogatory to the University shall be posted.
  
- B. Union representatives shall have reasonable access to the appropriate University offices for the purpose of conferring with its **delegates** and/or employees covered by this Agreement, and for the purpose of administering this Agreement. Where the union representative finds it necessary to enter upon the University's premises for this purpose, the representative shall advise the **Chief Human Resources Officer – Human Resources (Medical Center)** and the head of the office or their respective designees, as the University shall state. Such visits shall not interfere with the operation of the department or office.
  
- C. Thirty (30) days after the effective date of the Contract, a Labor-Management Committee consisting of five (5) members of Management including the **Chief Human Resources Officer - Human Resources (Medical Center) or his/her designee** and five (5) members of the Union, including the Union President **or his/her designee** shall be established for the purpose of promoting and perpetuating harmonious relations and to study and recommend improvements in working conditions. The Labor Management Committee will meet, at a minimum, once a month.

In an effort to further promote and perpetuate harmonious relations and improvements in working conditions the Labor Management Committee will discuss issues such as, but not limited to, the following: administrative training in university policies and procedures, university progressive disciplinary procedure, grievance and arbitration procedure, the collective bargaining agreement as well as state and federal labor laws; the use of casual employees, temporary employees, agency or otherwise, the exit interview

process, attendance at orientation, issues related to the filling of vacant positions in the bargaining unit; issues related to organizational change resulting in the restructuring of positions; issues related to staffing shortages, issues related to overtime, issues related to technological changes and related training where applicable.

**The parties may agree to divert funds from the Article 34 D Training Fund to specific labor management projects.**

D. No employee shall engage in any Union activities, including the distribution of literature, which interfere with the performance of work.

E. **It is understood that the union has sole discretion to appoint delegates. Pursuant to that understanding the following will govern delegate release time:**

(i) **Up to twenty delegates of the Union shall be released between 12 p.m. and 2 p.m. on the second and fourth Tuesday of each month, of which one hour per meeting is paid release time and one is lunch. The Department Head or his/her designee shall be given forty-eight (48) hours advance notice of such meetings. Unused time for such meetings shall not accrue from month to month.**

(ii) **The Union shall submit a current list of delegates to the University every six (6) months.**

**In accordance with the 1199 SEIU constitution, delegates will be appointed in approximate proportion to the number of Union members within a department.**

(iii) **Up to thirteen delegates shall have a maximum of one hour per week without loss of pay in which to handle active grievances. In addition, one chief delegate shall be allowed two hours per week provided such additional hour does not present a hardship to the chief delegate's research or training project or department.**

**Delegates shall attend formal grievance hearings and other scheduled meetings with management without loss of pay.**

**Except in unusual circumstances, only one (1) union representative from a department will be released at a time with pay to attend Step 1, 2 or 3 grievance hearings. Additional representatives may be released without pay to attend such hearings.**

**In accordance with University practice, delegates must obtain their supervisors' permission to use time granted under this article when leaving the work site for anything other than regularly scheduled meetings, grievances, or other scheduled meetings with management.**

**Each delegate (not to exceed 36) shall be granted one (1) hour off with pay six (6) times per year to attend Union meetings.**

**(iv) The Union shall be entitled to conduct two (2) general membership meetings per year for up to one (1) hour each without loss of pay for employees, on dates agreed upon by the Union and the University. Meetings shall be scheduled from 4 p.m. to 5 p.m.**

**In order to resolve the hardship associated with release time, the University and the Union agree to release one half of the membership for membership meetings per a request by the University. The remaining half of the membership will be released on another day during the same week. Management and the Union shall mutually agree on the dates and times of these meetings**

**Due to the significant impact release time has, issues related to the release of delegates and members in those Departments shall be addressed directly by the 1199 SEIU Executive Vice President in charge of United Healthcare Workers East SSA Area and the Assistant Vice President of Labor Relations.**

- F. The University will provide a monthly listing to the Union of employees not on the regular payroll who fall within the recognition limits set forth in Article I of the Contract. The list shall include casual and temporary employees, the department, number of hours worked, and salary.

**The University will notify the union contemporaneously when members in bargaining unit positions have their positions upgraded to officer status and thus the position is removed from the bargaining unit. The Union shall have the right to grieve and arbitrate the removal of the position.**

**With the express understanding that agency temporary employees are not University employees, the University agrees to provide the Union with quarterly reports listing the agency temporary employees supplied by the current or successor vendor responsible for providing temporary employees who have worked a minimum of 420 hours in a rolling year.**

- G. The Employer shall provide the Union with a weekly list of new hires, notice of leaves, promotions, lateral transfers, recalls and terminations. The University shall render monthly to the **Union** a list, in electronic format that can be filtered and sorted by field, of Union eligible employees listing their names, job titles, seniority date, salary and full-time/part-time status.
- H. The University will provide information other than PIS data in electronic format if such information becomes available in an electronic format which can be delivered to the Union.

## ARTICLE 15

### NO STRIKE - NO LOCKOUT

- A. Neither the Union nor its members shall engage in any strikes, sit-downs, sit-ins, slowdowns, cessation or stoppage of work, picketing, boycotts, sympathy strikes or sympathy work stoppages, or any other similar interference with the operations of the Employer.
- B. Neither the Union nor its officers, agents or representatives shall authorize, assist, engage in, or in any way participate in any strike, sit-down, sit-in, slowdown, cessation or stoppage of work, picketing, boycott, sympathy strike or sympathy work stoppage, or other similar interference with the operations of the Employer.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, sympathy strike or sympathy work stoppage, cessation or stoppage or interruption of work occur, the Union immediately upon a request by the Employer shall:
1. publicly disavow such action by the employees;
  2. advise the Employer in writing that such action by employees had not been called or sanctioned by the Union;
  3. notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
  4. post notices on Supporting Staff Association bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.
- D. The Employer shall not engage in any lockout of employees.
- E. The rights and obligations under this Article shall be in effect only for the duration of this Agreement.

## ARTICLE 16

EFFECT OF LEGISLATION - SEPARABILITY

All agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws and regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provisions of such law or regulations, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 17

LAYOFF ALLOWANCE

- A. It is expected that a support staff employee will be entitled to a minimum of two weeks layoff allowance regardless of the years of completed full-time service. Employees who are laid off will be granted layoff allowance according to the schedule below:

<u>Years of Service</u>	<u>Weeks of Layoff Allowance</u>	<u>Years of Service</u>	<u>Weeks of Layoff Allowance</u>
0 - less than 3 years	2 weeks	14 - 15 years	14 weeks
3 - less than 4 years	3 weeks	15 - 16 years	15 weeks
4 - 5 years	4 weeks	16 - 17 years	16 weeks
5 - 6 years	5 weeks	17 - 18 years	17 weeks
6 - 7 years	6 weeks	18 - 19 years	18 weeks
7 - 8 years	7 weeks	19 - 20 years	19 weeks
8 - 9 years	8 weeks	20 - 21 years	20 weeks
9 - 10 years	9 weeks	21 - 22 years	21 weeks
10 - 11 years	10 weeks	22 - 23 years	22 weeks
11 - 12 years	11 weeks	23 - 24 years	23 weeks
12 - 13 years	12 weeks	24 - 25 years	24 weeks
13 - 14 years	13 weeks	Over 26 years	26 weeks

Employees will be deemed to have one year of service for every 12 completed months of full-time employment. Two completed months of regular part time employment will be deemed to equal one month of full time employment. Three completed months of casual employment for casual or temporary employees who become permanent employees (as provided in Article 1, Section E or F) will be deemed to equal one month of full time employment. The total allowance will be calculated based upon the total number of months derived from this formula.

- B. An employee shall receive layoff allowance in one lump sum amount less applicable tax deductions, and must return to the University any amount paid if said employee is recalled and reinstated during the period covered by the layoff allowance. To the extent possible an employee will receive the layoff allowance at the same time that the employee receives his/her final paycheck. Failure of employees notified of layoff to present themselves to the Personnel Office to register for the central recall pool will result in the non-payment of layoff allowance.
- C. In the event an employee is subject to subsequent layoff, he/she shall be entitled on each occasion to one (1) week's layoff allowance for each year of his/her bargaining unit seniority, up to a maximum of twenty-six (26) weeks, reduced by the number of weeks of layoff allowance previously received.
- D. These layoff allowance provisions do not apply to a quit, a resignation, a discharge, or a group transfer of payroll from the Employer to another corporate or organizational entity.

## ARTICLE 18

### LAYOFF AND RECALL

#### A. Research and Training Projects

Should retrenchment necessitate a layoff in a research or training project, employees in that project who are engaged in the same job classification shall be laid off in the inverse order of their bargaining unit seniority. In connection with the layoff, the placing of one employee in another employee's job in the same job classification for the purpose of retaining the more senior employee shall be permitted to occur only within the research or training project affected by the layoff, and provided the more senior employee is able to perform the available work. Probationary employees and temporary employees shall be laid off before any other employees covered by this Agreement.

#### B. Other than Research and Training Projects

Should retrenchment necessitate a layoff in an activity in a department other than in a research or training project, employees in such activities who are engaged in the same job classification shall be laid off in the inverse order of their bargaining unit seniority. In connection with the layoff, the placing of one employee in another employee's job in the same job classification for the purpose of retaining the more senior employee shall be permitted to occur only in department activities other than research or training projects and provided that the more senior employee is able to perform the available work.

Probationary employees and temporary employees shall be laid off before any other employees covered by this Agreement.

C. Notice of Layoff

An employee to be laid off with less than one (1) year of service shall receive two (2) weeks written notice. Any employee to be laid off with more than one (1) year of service shall receive four (4) weeks written notice. Where the notification period is not complied with, wages will be paid in lieu of notification time not provided. Copies of notice served hereunder shall be simultaneously served upon the Union.

Where a department has prior knowledge that a position definitely will be subject to a layoff, and the Medical Center Human Resources has given final approval for the layoff, the University will make reasonable efforts to give more than four (4) weeks notice.

Every reasonable effort will be made to give more than four (4) weeks written notice, in a case where the University has knowledge that a project will be closed because an investigator plans to leave.

The Employer will notify the Union as to the terms and conditions of the termination of a project because of retrenchment of funds and/or when an investigator is leaving the University.

D. Central Recall Pool

**1. The University will maintain a current list of all employees who are in the central recall pool. The University will provide the Union with a monthly update of the list. Laid off employees may elect to receive the following:**

- a. Assistance in creating or updating a resume or statement of personal qualifications**
- b. Instruction on and access to the University's job postings and job posting web site (including Morningside and Harlem Hospital vacancies)**
- c. Information about how to apply for positions for which the employee is qualified and interested**
- d. Individual counseling**
- e. Benefits information.**





**contact within five (5) business days from the date of this contact will remove the person from the central recall pool.**

- 7. A candidate the committee determines is qualified must be interviewed unless the committee determines that an interview is not required in order to assess qualifications for a position. Interdepartmental lateral transfers shall not be permitted to occur until persons on the central recall pool have been considered for positions in accordance with this provision.**
- 8. The Committee may consider written warnings in order to assess qualifications for a position. It is agreed that after six months the union may request mediation pursuant to the terms of the attached side letter related to the issue of consideration of disqualifying applicants based on a written warning.**
- 9. It is understood that time spent in the layoff pool will count towards the contractual time limits for the removal of discipline from the employee's record.**
- 10. In cases of recall, the University shall be the sole judge of the capability of the employee to perform the available work. Upon rehire, an employee shall serve another probationary period unless that employee is recalled to the same job classification in the same department.**
- 11. A test will not be administered to a laid off employee for positions requiring comparable skills where those skills were satisfactorily completed by the employee prior to layoff.**
- 12. Where such an employee does not satisfactorily complete that probationary period, except in the case of discharge or resignation, he/she shall be returned to the pool and shall have the same number of days of layoff in which to be recalled as he/she had at the time of his/her initial recall. Recall rights under this section shall exist for twelve (12) months or the length of the employees' bargaining unit seniority, whichever is shorter.**

#### **E. Displaced Worker Pool**

**Employees who have been laid off from their regular positions may be employed in temporary positions under the following rules:**

- 1. Employees who have completed at least three (3) years of service as of the date of their layoff will be eligible to participate. Eligible employees must make a written election to participate or not to participate within two (2) weeks of receiving the notice of layoff.**

- 2. An employee in the program will be covered by the collective bargaining agreement except as provided herein.**
- 3. An employee who elects to participate:**
  - a. Will not receive the severance allowance provided in Article 17 of the collective bargaining agreement. In its place, the employee will be retained at his/her salary as of the date of layoff, and will receive the fringe benefits provided in the collective bargaining agreement, for a period of time equal to the number of weeks of severance pay the employee would have received under Article 17.**
  - b. Must accept all offered temporary, casual or training assignments and must work the same number of hours per week as the employee worked prior to the layoff, for the duration of time provided in paragraph 3(a). The University will attempt to accommodate work hour preferences, but cannot guarantee that the schedule and location of such assignments will be the same as those which the employee worked prior to the layoff. The University may assign any work which is of a general clerical nature for which the employee is minimally qualified.**
  - c. Will receive holiday pay for any holidays which occur, but will not be eligible to use vacation, personal leave or sick leave while in the program, except as follows:**
    - i. Because of the temporary nature of the assignments, the use of sick leave for absences due to illness shall be limited to one (1) day per month. In the event of longer absences due to illness, the employee will be required to use accrued vacation in lieu of sick leave. Employees in the program may be required to provide satisfactory evidence of illness; or**
    - ii. After completion of a three (3) month period in the program, an employee may use one (1) week of previously accrued vacation for vacation purposes, provided the vacation is scheduled in advance.**
  - d. Will be paid for overtime worked, in accordance with the collective bargaining agreement.**
  - e. Must apply for any posted bargaining unit position for which the employee is qualified in the same or any lower grade. An employee who is offered a regular position at the same or greater salary, and who refuses such offer, will be terminated from the program and will receive a layoff allowance equal to the difference between the employee's original severance entitlement under Article 17 and the number of weeks they were in the program.**

- f. **An employee will remain in a temporary assignment which extends longer than the length of time that the employee would otherwise be in the program unless the employee accepts a regular position.**
4. **An employee who fails to work on any day covered by paragraph 3 when work is offered may be terminated from the program and will receive a layoff allowance equal to the difference between the employee's original severance entitlement under Article 17 and the number of weeks they were in the program.**
5. **If the department determines that the employee is not qualified or able to perform the duties of the temporary assignment, the department may remove the employee from the temporary assignment and return the employee to the pool. Such action shall not be grievable or arbitrable.**
6. **The employee will retain seniority for the balance of time as defined in Article 8.**

F. New Investigators or Project Directors

Notwithstanding the provisions of this Article, any investigator or project director joining the staff of the Medical Center may bring with him/her personnel of his/her own choosing. Seniority for such personnel shall commence when they enter employment at the Medical Center. Such investigators or project directors will give consideration to the recall of qualified individuals in the central recall pool to fill vacancies within that research or training project.

- G. In the event that the Employer anticipates any action which will result in an employment loss within the meaning of the Worker Adjustment and Retraining Notification Act, the Employer will serve a written notice on the Union prior to the effective date of such action as provided in the WARN Act. The Union may request discussions concerning the impact of any action covered by the WARN Act, including the possibility of an early retirement program or voluntary severance in lieu of lay-off.

ARTICLE 19

SICK LEAVE/DISABILITY/WORKERS' COMPENSATION

- A. Employees who have completed the probationary period, shall be entitled to paid sick leave earned at the rate of one (1) day for each two (2) months of employment, up to a maximum of six (6) days per year. Employees, after one (1) or more years of employment with the University, shall upon their anniversary accrue one (1) day of sick

leave per completed month of service up to a maximum of twelve (12) days per year, provided that at no time will an employee be entitled to accumulate more than sixty (60) working days of sick leave during any one year, including the days earned or to be earned in the current sick leave year.

- B. To be eligible for benefits under this Article, an employee who is absent due to illness or injury must notify his/her supervisor or designee within one (1) hour after the start of each of his/her regularly scheduled work days, unless proper excuse is presented for the employee's inability to so notify. The Employer may require proof of illness hereunder.
  
- C. This sick leave plan supplements the New York State Disability Benefits Law. Benefit payments under the State Disability Law shall commence after an employee has exhausted his/her sick leave entitlement hereunder, and the combination shall not exceed twenty-seven (27) work weeks for non-occupational disabilities.
  
- D. Workers' Compensation Insurance for employees who may be injured on the job shall continue to be in effect. Employees who are injured on the job may use up to five (5) days of sick leave to cover an absence due to occupational disability. Where such an absence extends longer than five (5) days, the employee will be required to file for Worker's Compensation to cover payment of lost salary. In all instances, where on-the-job accident, illness, or injury occurs the employee will be required to file an Accident Report immediately with the Employer. A current list of Worker's Compensation doctors shall be submitted to the Union and it shall be updated annually.
  
- E: All employees shall be entitled to use up to four (4) days of his/her sick leave each year for family illness (spouse, child or family member residing in the employee's household). All contractual documentation requirements will apply.

## ARTICLE 20

### HOLIDAYS AND PERSONAL DAYS

- A. Employees shall be entitled to paid holidays within each calendar year as follows:

New Year's Day*	Election Day*
Martin Luther King Jr.'s Birthday*	Thanksgiving Day*
Washington's Birthday	Day after Thanksgiving
Memorial Day*	Christmas Day*
Independence Day*	2 days - selected by
Labor Day*	the University during
	the Christmas Season

- B. The holiday commemorating the birthday of Martin Luther King, Jr. will be observed on either the Federal Holiday or January 15<sup>th</sup>, whichever is designated by the University.
- C. (1) In the event an employee is required to work on any of the eight (8) holidays designated in Article 20, Section A, by an asterisk (\*), he/she shall be paid at the rate of time and one-half his/her regular pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with regular pay within thirty (30) days of the holiday or an extra day's pay in lieu thereof, as determined by the Employer.
- (2) An employee required to work on any holiday other than those specified with an asterisk in Section A above shall receive a day off with regular pay or in lieu thereof shall be paid a day's regular pay at the option of the Employer.
- (3) When a holiday falls on Saturday or Sunday, regular full-time employees will be given equivalent time off, usually on the preceding Friday or the following Monday.
- (4) If a holiday falls during an employee's vacation, the vacation shall be extended by one (1) day.
- (5) If an employee is absent the scheduled workday before and/or the scheduled work day after a paid holiday or day in lieu thereof, the Employer may demand proof of illness. The Employer may deny pay for such holiday if such proof is requested and not furnished.
- (6) A religious holiday, when observed, may be charged either as a personal day to which reference is made below, or to vacation credit.
- D. In addition to the above holidays, there shall be two (2) personal days. A new employee can take one (1) personal day during the first six (6) months of employment after completion of the probationary period and the second after completing the first six (6) months of employment. After the first completed year of employment, employees accrue one (1) personal day during each six (6) month period of employment.

## ARTICLE 21

### VACATION

- A. Employees hired on or after October 1, 1987, shall be entitled to vacation days during the term of this Agreement as follows:

<u>Length of Service</u>	<u>Earned Vacation Rate and Maximum Allowance</u>
Less than 3 years	10 working days accrued at the rate of 1 day per <u>completed</u> month of service up to a total of 10 working days per year.
3 years but less than 5 years	15 working days accrued at the rate of 1.5 days per <u>completed</u> month of service up to a total of 15 working days per year.
5 years but less than 15 years	20 working days accrued at the rate of 2 days per <u>completed</u> month of service up to a total of 20 working days per year.
15 years or more	22 working days accrued at the rate of 2 days per <u>completed</u> month of service up to a total of 22 working days per year.

Employees hired prior to October 1, 1987 shall be entitled to vacation during the term of this agreement as follows:

<u>Length of Service</u>	<u>Earned Vacation Rate and Maximum Allowance</u>
Less than 1 year	1 2/3 working days per <u>completed</u> month of service up to 20 working days.
1 year but less than 20 years	22 working days accrued at the rate of 2 days per <u>completed</u> month of service up to a total of 22 working days per year
20 years or more	25 working days accrued at the rate of 2 days per <u>completed</u> month of service, plus one additional day to be credited on the employee's anniversary date, up to a total of 25 working days per year.

New employees shall not accrue vacation during the initial four (4) month probationary period of employment; however, upon completion of the probationary period, credit will be given retroactive to the date of employment. Employees who terminate during the probationary period shall not receive vacation credit.

The cut-off date for accruing vacation credit is June 30. Vacations are customarily scheduled during the summer months immediately following June 30. With the approval of the supervisor and consistent with the adequate functioning of the operation, an employee may delay scheduling of his/her vacation until a later date. However, he/she may not accumulate unused vacation from year to year. All vacation credit earned as of June 30 must be used before the following June 30.

- B. Vacation pay shall be at the employee's straight-time rate. Regular part-time employees receive their regular part-time salaries for their earned vacations. A University holiday observed on a regular work day during an employee's vacation will not be considered a part of the vacation. An extra day will be added to the vacation period.

A regular employee who changes from full-time to part-time or vice-versa or whose part-time hours are changed in the twelve (12) month period prior to June 30, receives vacation pay, if eligible, based on the average number of hours scheduled per week during such period.

Additional salary will not be paid in lieu of vacation credit not used, unless an employee resigns or his/her employment is terminated.

An employee may receive, in advance, any check which will be due him/her on a regular payday during his/her vacation. The check(s) may be requested by filling out the proper form at least three (3) weeks before the date of the start of vacation. The vacation advance payment will be made by a separate check issued prior to vacation.

A regular employee who has been employed for not less than four (4) months, and whose employment is terminated by the University or who resigns after giving at least two (2) weeks notice, will be entitled to receive accrued vacation pay. This will be based upon vacation credit accrued during the current fiscal year, plus any vacation credit earned during the preceding fiscal year which has not been used.

- C. An employee shall not lose his/her vacation entitlement due to a transfer between departments within the University.

- D. The following limitations shall apply on vacations:

1. Vacation shall not be cumulative.
2. Vacation time shall not accrue during unpaid leave of absence.
3. After the commencement of a vacation, no part thereof shall be changed to sick leave without notification to the department and proper medical documentation.
4. Vacation may be taken only after it has been accrued.

## ARTICLE 22

### BEREAVEMENT LEAVE

An employee will be granted three (3) days special paid leave in case of death in the immediate family (wife, husband, parent, child, mother-in-law, father-in-law, sister or brother, grandparent) or close family member or spouse equivalent living in the household of the employee.

Employees may use accrued vacation or personal leave if necessary for travel to the funeral of a covered family member outside of the New York City metropolitan area. Departmental approval for use of such vacation or personal leave will not be unreasonably withheld.

ARTICLE 23

JURY DUTY

A regular employee who is required to be absent on a scheduled work day for jury duty will receive regular pay for such required absence if the supervisor is shown the official notification not less than three (3) work days in advance of the required attendance date. In turn, the employee will remit the jury duty checks to the Employer upon his/her return to work.

An employee excused from jury duty during the day is expected to report to work.

This policy applies only to a regular full-time or regular part-time employee who has completed the four (4) months' probationary period.

ARTICLE 24

CHILD CARE

A. In each calendar year, a direct child care subsidy will be made to employees in the amount of:

- 4/1/09: \$155,000**
- 4/1/10: \$160,000**
- 4/1/11: \$165,000**
- 4/1/12: \$170,000**

The formula for distribution shall be established by the Union, subject to approval by the University. Such approval shall not be unreasonably withheld.

B. To obtain the subsidy, each family must complete and submit the standard Child Care Form and supporting documentation to the union office not later than December 30 each year. No more than one subsidy shall be paid to any one family. Children born after September 30 will not be eligible for the subsidy in the year of birth.

ARTICLE 25

POINT OF SERVICE MEDICAL PLANS

A. Employees will be covered by their choice of one of the following two point of service plans effective January 1, 2010:

- United Healthcare POS with the same plan design (network, benefits, deductibles (scaled by salary), co-pays, etc.) as the Officer plan, subject to the University's right to amend the plan so long as such amendments are applied equally to both Officers and Support Staff
- CIGNA POS with the same plan design (network, benefits, deductibles (scaled by salary), co-pays, etc.) as the Officer plan, subject to the University's right to amend the plan so long as such amendments are applied equally to both Officers and Support Staff.

B. CONTRIBUTIONS:

	<b>Monthly Contributions Through 12/31/09 (Self/Self+Spouse or Children/Family)</b>	<b>Monthly Contribution Schedule Effective 1/1/10 (Self/Self+Spouse or Children/Family)</b>
<b>CIGNA POS</b>	<b>\$0</b>	<b>\$0</b>
<b>UHC POS</b>	<b>\$20 / \$50 / \$75</b>	<b>\$146/\$308/\$277 \$439 (escalated/decreased annually according to the difference between the cost of the CIGNA plan and the cost of the UHC plan to the University)</b>

Part time employees working at least 20 hours per week will be eligible to enroll in either plan, and must pay one-half of the total premium.

- C. **NEW HIRES:** Medical plan eligibility for newly hired employees will be the first day of the month following or coincident with **60** days of hire, effective **January 1, 2010**.

ARTICLE 26

DENTAL PROGRAM

- A. All full-time employees, as of the first of the month following **two (2) months** of regular full-time employment, shall be covered by the G.H.D.-Preferred . Dental Plan, Type M-1 Basic benefits for the individual employees. This Plan is described more fully in a booklet entitled, "Columbia University Group Dental Plan".
- B. All full-time employees, as of the first of the month following completion of **two (2) months** of regular full-time employment shall have the above plan coverage for their families.
- C. This Dental Plan shall be paid for in full by the University.
- D. SSA members may continue coverage under the GHI Spectrum dental plan on an out-of-network basis.

All full-time employees with two months of service may elect to participate in the GHI-Preferred Dental Plan for themselves and their families.

Previously-eligible SSA members may continue coverage under the GHI Spectrum dental plan on an out-of-network basis.

ARTICLE 27

OPTICAL PLAN

*PROVISIONS EFFECTIVE BEGINNING JANUARY 1, 2002*

All employees who participate in the UHC or Cigna POS plans shall be covered by the Optical rider for their plan. Employee dependents who are covered by the POS plan will also be covered by the Optical rider as of the date that the employee becomes covered.

Benefits will be as follows:

Reimbursement once every 24 months for:

BENEFIT	UHC PARTICIPANTS <sup>1</sup>	CIGNA PARTICIPANTS <sup>2</sup> – VSP Network
Eye Exam	\$50 every 12 months	\$10 copay
<i>Lenses</i>		
Single	\$70	\$20
Bifocals	\$70	\$30
Trifocals	\$70	\$40
Lenticular	\$70	\$75
<i>Contact Lenses</i>		
Cosmetic	\$70	Not covered
Med. Necessity	\$70	\$75
Frames	\$70	\$30

Unreimbursed expenses may be paid for through the USA Medical Account.

## ARTICLE 28

### GROUP LIFE INSURANCE

- A. Effective **January 1, 2010**, employees who have completed **two (2)** months of service will be covered by life insurance in the amount of one times base salary up to \$50,000, at no cost to the employee.
- B. The employee shall have the option to purchase an additional, like amount of five times (5x) of Group Life Insurance (rounded to the nearest thousand dollars) at sale cost to him/herself at the rate established by the Insurance carrier and subject to underwriting restrictions imposed by the Insurance carrier (evidence of insurability).

## ARTICLE 29

### RETIREMENT BENEFITS

- A. The Pension Plan is outlined in **Benefits In Brief for SSA member and is available at <http://hr.columbia.edu/benefits/bib>**.

<sup>1</sup> The total cumulative benefit every 24 months for all hardware is a maximum of \$70 under the UHC Plan.

<sup>2</sup> The benefits for hardware are per item under the Cigna Plan.

- B. Pension benefits are governed under the provisions of the official Plan Document, a copy of which has been submitted to the Department of Labor - Internal Revenue Service as required under the provisions of the Employee Retirement Income Security Act, 1974. A copy of this document is available for examination at the Personnel Office and copies may be obtained by employees for the cost of duplication, if so desired.
- C. As of January 1, 1988, retirement plan contributions will continue for as long as the employee continues to work in a regular full-time or part-time [twenty (20) hours per week or more] position which is benefit eligible as defined in the Retirement Plan Document. Normal retirement for employees in the bargaining unit shall occur at the end of the month in which the employee reaches his/her sixty-fifth (65th) birthday.
- D. Pension checks will be paid thirty (30) days after the effective date of retirement and continue monthly thereafter provided that all information including receipt of the signed pension documents, has been submitted on a timely basis prior to the retirement date.
- E. The Employer and the Union agree that the Base Year for the calculation of the past service pension shall be updated from July 1, 1970 to July 1, 1975 in calculation of pension benefits for participants of the S.S.A. Past Service Retirement Plan.

**Retiree Medical and Life Insurance Coverage. Employees who retire under the University Retirement Plan for SSA Members (“Plan”), having attained age 55 with at least 10 years of continuous service after age 45 prior to retirement, as defined in the Plan, shall receive retiree medical and life insurance coverage in accordance with the University’s policy.**

- F. Retiree death benefit will be increased to \$5,000 effective October 1, 1996.

### ARTICLE 30

#### HEALTH CLINIC

- A. The Employer shall provide a health clinic for employees, with a full-time nurse, a full-time secretary, a half-time physician, and a physician to be on call for emergencies during the remainder of the employees' normal working hours.

- B. The Employer will implement Annual Health Reviews in accordance with New York State Health Code where appropriate.

### ARTICLE 31

#### EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employer will consult with (but shall be under no obligation to negotiate with) the Union prior to establishing an Employee Assistance Program (“EAP”). The EAP will include substance abuse assistance as one of the employee concerns which will be covered within the services provided. **All employees may use the EAP. The services provided by the EAP are confidential. The University shall not discipline employees based on their use of these services.**

### ARTICLE 32

#### SAFETY COMMITTEE

A. The Union and the University agree to the formation of a joint advisory Health and Safety Committee. In the first year the Committee will meet at least five (5) times and thereafter will establish its own meeting schedule. Its function will be to investigate health and safety problems, to conduct inspections of work areas as needed and to make recommendations to management to resolve health and safety issues. The Union shall be entitled to have four (4) bargaining unit employee representatives on the Committee to be selected by the Union from the various departments, who may serve so long as their service on the committee does not unreasonably interfere with the performance of their regular duties. Committee members shall receive regular wages for all committee activities performed during the employees' regular working hours. In case of emergency, the Health and Safety Committee shall be convened within twenty-four (24) hours.

B. The University shall provide, on work time, safety and health training which is either required by law or agreed to between the parties.

C. The University will conduct a training session for the Union's Health and Safety Committee representatives on an annual basis.

D. Any and all grievances arising from this clause may be filed at Step 3.

E. The Health and Safety Committee will establish a mutually agreed-upon agenda and calendar of meetings to take place during the six-month period following the conclusion of negotiations. The items to be discussed will include, but not be limited to, the following:

- workplace conditions;
- health and safety training;
- specific tasks as they impinge on safety.

F. The Offices of Environmental Health and Safety and/or Radiation Safety will, upon request, evaluate the operation and determine if a potential occupational exposure exists. The University shall provide examinations consistent with applicable standards and regulations. Notwithstanding the foregoing, the Union can:

- bring in its own Health and Safety expert, at its expense;
- the Union will notify the Offices of Environmental Health and Safety and/or Radiation Safety, in advance, of its Health and Safety expert visit;
- a representative of the Offices of Environmental Health and Safety and/or Radiation Safety may accompany the Union Health and Safety expert;
- such visits shall not interfere with day-to-day operations;
- the parties will exchange their respective reports and recommendations.

G. All employees potentially exposed to radiation areas will be issued radiation tags. Appropriate training will be given.

H. When equipment is tested according to manufacturer or regulatory requirements, the equipment will be so labeled, including the date of the test.

Results of environmental or safety tests performed in a work area will be posted on the department bulletin board, and a copy will be provided to the Union. Additionally, employees may request that the University conduct such testing in the event they have reasonable cause to believe that a condition exists which violates applicable requirements.

Each work area which has a designated safety officer will post the name and telephone extension of that person.

**I. A one-time \$25,000 diversion from the fund dedicated to the University Training Program, referenced in Article 34, will be made to support safety training as mutually agreed.**

### ARTICLE 33

#### TUITION EXEMPTION *(Effective through the Summer 2011 term for bargaining unit members employed and currently enrolled in classes as of ratification)*

A. The **University** shall continue for full-time regular employees in the bargaining unit the free tuition plan which provides seven (7) points of exemption for each of three semesters

per year at Columbia University, with no limit on the number of courses each semester, within the allowance of seven (7) points, provided that, in the case of the summer semester, the **University** will retain the right to refuse to offer courses under this tuition exemption plan where such courses are deemed inappropriate or operationally inefficient by the **University**.

The **University** shall provide free tuition for part-time employees working twenty (20) hours or more per week as follows:

Less than 1 year of employment                      3 credits per semester of employment (maximum of 1 course)

1 or more years of employment                      4 credits per semester (maximum of 1 course)

The Tuition Exemption Plan is described more fully in an announcement entitled, "Columbia University Tuition Plan".

- B. If an employee who is laid off is enrolled in a course and is otherwise eligible for tuition exemption, such employee will be exempt from the payment of tuition for the balance of the semester.
  
- C. If an individual who is enrolled in a course becomes an employee eligible for tuition exemption, such employee will receive a prorated tuition payment for the semester in which he/she becomes an employee.
  
- D. The **University** shall provide tuition exemption as stated above in this Article of the Contract. This provision shall be expanded to include the spouse and dependent children of any full-time Supporting Staff Association bargaining unit member within the limitations set forth below:
  - (1) The spouse and children of any full-time Supporting Staff Association bargaining unit member shall be entitled to utilize any unused portion of credit to which the member is entitled under this Agreement, except that there shall be no accrual of any unused portion or credit.
  
  - (2) The spouse and children of any full-time Supporting Staff Association bargaining unit member shall be entitled to apply the member's unused portion of credit to any course, graduate or undergraduate, subject to the following modifications:

- a. that the course be given by a department or school of the Columbia Corporation. Courses given by Teachers College or Barnard College will not be tuition exempt for children or spouses.
  - b. that, in the case of children, they must be enrolled as candidates for a Bachelor, Professional or higher degree. In cases where the son or daughter is registered as a degree candidate outside the University system but is able to obtain admission as a non-matriculated special student at Columbia, tuition exemption will be granted.
  - c. that enrollment in summer courses is subject to the limitation indicated in Section A above.
- (3) There shall be no limitation on the utilization of tuition exemption, as outlined in this Agreement, because of the age of a member's spouse or dependent children.
  - (4) The spouse of eligible full-time bargaining unit members shall be immediately eligible for full utilization as outlined in this Agreement, but member's children shall not be eligible until the member has seniority for a minimum of two (2) years at Columbia University.
  - (5) Same sex domestic partners will be eligible for spouse tuition benefits under the existing plan and consistent with University policy. Under current IRS regulations, the cash equivalent of the tuition benefits received for an employee's partner will count as taxable income to the employee. Taxes will be deducted from the employee's pay check to reflect this additional income.

**NEW TUITION EXEMPTION PROGRAM (*Effective for all new hires and incumbents not enrolled in classes as of ratification*).**

**The above referenced tuition exemption will be applicable to full time employees and their eligible dependents only. Employees must be enrolled in a Bachelors degree program, a Masters Degree program, a Pre-Medical Certificate Program or the American Language Program to be eligible for the exemption. Eligible dependents must be enrolled in Bachelor or Masters Degree program (no non-degree programs).**

ARTICLE 34

UNIVERSITY TRAINING PROGRAM

- A. The University and the Union agree that it is important to work together to establish programs which will give employees an opportunity to improve their skills so that they can be qualified for a better position. When funding permits, and with the consent of the

supervisor or investigator, an employee may take job related courses during working hours.

- B. Employees shall be entitled to take one computer course ("Q" course) per year offered by the Division of Continuing Education. For those classes approved as work-related, employees receive time off with pay to attend classes. For those classes not directly work-related, employees may use vacation or personal time for those classes taken during their regularly scheduled work hours.
- C. In the event the University requires an employee to undergo training in his/her present position, such training shall be provided by the University during work time.
- D. The parties will establish a joint labor-management committee consisting of an equal number of representatives each to investigate training needs and employment opportunities of the bargaining unit.

In order to upgrade employee skills and enhance productivity, and to qualify employees for better positions, the University will create a fund to develop training programs and provide education and training for members of the bargaining unit, in addition to other education and training benefits provided in the agreement.

The fund will consist of:

**4/1/09: \$108,000**  
**4/1/10: \$113,000**  
**4/1/11: \$118,000**  
**4/1/12: \$123,000**

Unspent funds in any year will be carried over to the following year.

The committee will jointly agree on allocations from the Fund, based upon the jointly identified needs of employees and the University, subject to the following guidelines:

1. Subject to the funding limitation set forth above for each calendar year, the parties agree that employees who have completed six months employment with the University may apply for funding for education or training programs, and will be awarded funds to be used for such programs. (The six month rule will not apply to training programs/courses given to a particular work unit.) Applications will be considered prior to the beginning of the summer, fall and spring terms each year.

In addition, any employee in the layoff pool, who was employed for a minimum of one year prior to layoff and has applied for and been approved for benefits under this article, shall be eligible for funding under this article subject to all applicable requirements. The course(s) shall not provide the basis for reimbursement under state unemployment programs.

2. The following are approved types of education and training programs covered by this agreement:
  - a. Tuition for any accredited degree program in a course of study not given by Columbia, at another college or university.
  - b. Tuition for the Computer Technology and Applications Program (CTA) given by the School of Continuing Education and Special Programs. (It is understood that the provisions of Article 33 of the agreement do not apply to Continuing Education programs.)
  - c. Training programs and education and training in order to upgrade employee skills and enhance productivity, and to qualify employees for better positions.
3. Allocation of funds, when and where possible, shall be approximately representative of the job series within the Bargaining Unit (i.e. Libraries, Clerical and Technical).
4. Employees are responsible for the cost of non-tuition fees, books, or course materials.
5. Employees are responsible for applying for and being admitted to any approved program set forth in paragraph 2. Eligibility for tuition payments under this agreement for use in the Columbia CTA program does not guarantee admission to that program.
6. Employees normally will be expected to take courses during non-work time. Provided that they have supervisor approval and consistent with operational needs, employees who are taking courses during the normal work day may request to use vacation or floating holidays, or may request time off without pay, or may make up the time, in order to attend the course. Consistent with operational needs, time off (with or without pay) will not be unreasonably denied.
7. In the event that the request for benefits under this agreement exceeds the available funding, the labor-management committee will determine how to allocate the funding. The committee will endeavor to maximize the number of employees who receive at least some benefit. Bargaining unit seniority may be considered along with other factors in allocation of funds.

8. a. Costs covered by scholarships or grants to the employee are not covered by this agreement.

b. Employees who receive funding are required to present satisfactory evidence that they successfully completed the particular program/course(s) for which they received funding before being eligible for additional funding. Employees who do not successfully complete a particular program/course(s), or who terminate their employment prior to completing a particular program/course(s), will be responsible for repayment of the funding for that program/course(s).

9. The University believes that employees are not required to pay income taxes on the value of the benefit received under this agreement. If at any time the IRS disputes Columbia's interpretation, employees may be liable for taxes on the cash value of any benefits received, plus any penalty and interest assessed.

10. Where feasible and applicable, University-provided training shall provide participants with appropriate certificates of completion.

### ARTICLE 35

#### PAST PRACTICES

No classification of employee employed prior to January, 1970, shall sustain any loss in condition of employment as practiced heretofore.

### ARTICLE 36

#### SHIFTS AND SHIFT DIFFERENTIALS

A. Employees working in a department on a regular shift operation whose straight time hours begin between 3:00 PM and through 5:59 AM the next day shall receive a shift differential of ten percent (10%).

B. Whenever the employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working; and if more than one employee applies, such change shall apply to the employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, employees shall have preference in filling vacancies on another shift in the classification in which they are working over new employees.

- C. The foregoing shall not interfere with any training program requiring rotation of shifts.
- D. Shift differential shall not be paid to employees who are employed on a part-time basis.

ARTICLE 37

ON CALL/CALL IN

- A. On Call - The Employer will continue its present practice for employees required to be on call off the Employer's premises. In addition, employees on call, who are called to work shall receive time and one-half for all such hours worked, with a guaranteed minimum of pay for four (4) hours work.
- B. Call In - When an employee is called in to work at a time other than his/her regular work hours, he/she shall receive overtime pay at the rate of time and one-half his/her regular rate of pay for a minimum of four (4) hours.

ARTICLE 38

TEMPORARY ASSIGNMENTS

When an employee is temporarily assigned to a higher rated position and performs substantially all of the duties of such position for a period of more than three (3) consecutive months, and where the employee's salary is below the minimum of classification to which the employee is temporarily assigned, the employee's salary shall be raised to the new hire rate of the higher classification effective the beginning of the first week following the completion of the three (3) month period.

ARTICLE 39

CREDIT UNION

The University will provide access to the use of a Union "check off" for the purpose of processing a signed authorization card from the employee, authorizing his/her contribution to the Credit Union.

ARTICLE 40

EMERGENCY SALARY PROVISIONS

In the event of bookkeeping delays **caused by the University payroll or Department Administrator**, every effort will be made to expedite payment by the following Friday. Special circumstances may necessitate an interim advance, in these cases, departments will make every effort to accommodate the individual(s) involved.

ARTICLE 41

SALARIES

**A. GENERAL WAGE INCREASES AND LUMP SUM WAGE PAYMENTS:**

As described below:

<b>Effective Date</b>	<b>Action</b>
<b>Ratification</b>	<b>3 % (lump sum)</b>
<b>4/1/10</b>	<b>\$750 (rate)</b>
<b>4/1/10</b>	<b>\$1,000 (lump sum)</b>
<b>4/1/11</b>	<b>\$850 (rate)</b>
<b>4/1/11</b>	<b>\$1,000 (lump sum)</b>
<b>4/1/12</b>	<b>3% (rate)</b>

**3/31/13: \$500 lump sum for those with 10 or more consecutive years of seniority (as defined in Article 8 of the collective bargaining agreement) on 3/31/13**

**In the last year of the agreement, \$125,000 to be for jointly agreed- upon employee-recognition program. (See side letter on Employee Recognition Program).**

**Wage Rate Increases:**

**Effective April 1, 2010, each full time Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of seven hundred and fifty dollars (\$750.00) to his/her March 31, 2010 base weekly rate. The minimum rates shall be increased seven hundred and fifty dollars (\$750.00). The increase of seven hundred and fifty dollars (\$750.00) shall be prorated for part-time Employees based on the average hours actually worked during the foregoing 90 days.**

**Effective April 1, 2011, each full time Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of eight hundred and fifty dollars (\$850.00) to his/her March 31, 2011 base weekly rate. The minimum rates shall be increased eight hundred and fifty dollars (\$850.00). The increase of eight hundred and fifty dollars (\$850.00) shall be**

prorated for part-time Employees based on the average hours actually worked during the foregoing 90 days .

Effective April 1, 2012, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her March 31, 2012 base weekly rate. The minimum rates shall be increased by the across-the-board three percent (3%) wage increase.

**Lump Sum Wage Payments:**

The effective dates and amounts for the Lump sums shall be as follows:

i. Effective within 45 calendar days of the ratification notice from the Union to the University, each full time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a lump sum payment in the amount of three percent (3%) of his/her base annual rate of pay in effect on the day prior to the date of payment. The payment shall be prorated for part-time Employees based on the average hours actually worked during the foregoing ninety (90) day period

ii. Effective April 1, 2010, each full-time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a one thousand dollar (\$1,000) lump sum payment. The payment shall be prorated for part-time Employees based on the average hours actually worked during the foregoing ninety (90) day period

iii. Effective April 1, 2011, each full-time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a one thousand dollar (\$1,000) lump sum payment. The payment shall be prorated for part-time Employees based on the average hours actually worked during the foregoing ninety (90) day period.

B. Regular part-time employees covered by this Agreement shall receive wage increases hereunder on a pro-rata basis.

- C. (i) Any animal husbandry or veterinary technician who achieves ALAS certification will be raised to ten percent (10%) above the new hire rate for his/her classification if he/she is earning less than ten percent (10%) above the new hire rate.
- (ii) Any Histology personnel who achieve Histologic Technician HT(ASCP) certification will receive an increase to their current base salary of ten percent (10%) of their current base salary. Any Histology personnel who achieve

- Histotechnologist HTL(ASCP) certification will receive an additional increase to their current base salary of five percent (5%) of their current base salary.
- (iii) Any employee in the School of Dental and Oral Surgery who provides patient care and who obtains New York State certification as a Dental Assistant will receive an additional increase to their current base salary of five percent (5%) of their current base salary.
  - (iv) Any employee involved in Oncology who obtains certification as a Certified Tumor Registrar will receive an additional increase to their current base salary of five percent (5%) of their current base salary.
- D. The University has implemented the automatic electronic payroll checking plan with Chase Bank, at the option of the individual employee.
- E. A two percent (2%) non-grievable, non-arbitrable employee merit wage bonus may, in each of five (5) years (not to be carried over) at the discretion of the department, be awarded to employees who have displayed meritorious performance, provided funds are available.

All merit bonuses will be paid during the month of June. The Union will receive a listing of employees receiving said merit bonus and the amount of the bonus.

#### ARTICLE 42

#### FULL AND COMPLETE AGREEMENT

This contract represents the full and complete agreement between the parties and it is understood that it may be modified or added to only as the parties hereto mutually agree.

#### ARTICLE 43

#### DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of **April, 2009**, and shall continue in full force and effect until **March 31, 2013**, and from year to year thereafter on the same terms and conditions, unless terminated as of the expiration date agreed upon by the parties, or on any anniversary thereof, by either party giving to the other written notice of termination, by registered letter, not less than sixty (60) days prior to the date of expiration or anniversary thereof.

“If no agreement is reached by **February 28, 2013**, then the contract will be extended until **April 30, 2013**. If agreement is reached on or before **April 30, 2013**, then the agreement will be retroactive to **March 31, 2013**.”



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this **25<sup>th</sup> day of September 2009.**

FOR THE TRUSTEES OF  
COLUMBIA UNIVERSITY IN THE  
CITY OF NEW YORK

1199 SEIU United Healthcare Workers  
East, SSA Area

/s/Sheila Garvey

/s/Robert W. Linn

/s/ John Hernandez

/s/ Lori B. Rassas

/s/ Sony Jean-Michel

/s/ Carmen DeLeon

/s/ Mayra Marte-Miraz

/s/ Joanne Li

/s/ R. Carmel Boyle

/s/ Joanne Bowman

/s/ George Gresham

/s/ Victor A. Rivera

/s/ Joyce Neil

/s/ Sherry Ann Coulibaly

/s/ Erica Yarborough

/s/ Francina Wearing

/s/ Jacquelyn Rey Martel

/s/ Adrian Baez

/s/ Donna Bloomfield

/s/ Bennet J. Battista

/s/ Consuelo Mora McLaughlin

/s/ Charles Jones

/s/ Andrew Wickham

/s/ Luqman S. Asram

/s/ Harriet Brown Lowrey

/s/ Richard Kossally

March 8, 2006, as amended

This will confirm our agreement that the following five arbitrators will constitute the panel of arbitrators for purposes of handling grievances under Article 12, Sections H - K, of the collective bargaining agreement:

Ralph Berger  
Hezekiah Brown  
Howard Edelman  
**Stuart Bauchner**  
Jay Nadelbach

October 1, 1996

Mr. Paul Moore  
Executive Director  
Supporting Staff Association  
Room A-107 Black Building  
Columbia University

Dear Paul,

I want to reaffirm the University's commitment to the principles of nondiscrimination and equal employment opportunity. I further want to affirm the University's continuing intention to comply with all Federal, State, and local civil rights laws with respect to personnel actions at Columbia University.

Sincerely,

Colleen Crooker  
Vice President - Human Resources

Mr. Paul Moore  
Executive Director  
Supporting Staff Association  
Room A - 107 Black Building  
Columbia University

This will confirm that the University presently schedules new employee orientation for support staff at Health Sciences every second and fourth Friday of each month, from 9:00 am to approximately 10:30 am.

In addition, it is the University's current practice to offer orientation for all new employees at the Morningside Campus every Monday from 8:45 am to approximately noon, and the last Tuesday afternoon of the month beginning at 2 pm. We hope to offer the same program on the Health Sciences Campus in the future, in order to make attendance more convenient. Until that time, Health Sciences support staff may continue to attend the Morningside orientation.

The schedule is subject to change in accordance with the University's needs. If there are any changes to the schedule, you will be advised.

Sincerely,

David M. Cohen  
Director - Employee and Labor Relations

Galene Kessin  
Assistant Dean

September 15, 1999

Mr. Victor A. Rivera, President  
Supporting Staff Association  
Room A-107 Black Building  
Columbia University

Re: Transit/Parking Reimbursement Program

Dear Victor,

Effective January 1, 2000, Columbia University will offer all employees the opportunity to participate in the Transit/Parking Reimbursement Program (T/PRP). T/PRP will provide employees with the same tax savings for commuting on mass transit that TransitChek provides. In addition, tax savings are available for parking in connection with commuting to work. Full details of the University's program and a question and answer document are attached.

We intend to offer employees the opportunity to enroll in T/PRP this October as part of the open enrollment process for health benefits. For employees whose unions provide health benefits, and who therefore do not participate in open enrollment, the University will conduct a special open enrollment for T/PRP.

We would be pleased to include eligible employees who you represent in the Transit/Parking Reimbursement Program, subject only to your agreeing that Columbia will have the right to modify or eliminate the program on the same terms as are applicable to other represented employees.

Sincerely,

/s/ David M. Cohen

David M. Cohen  
Director – Compensation, Benefits Planning  
and Labor Relations

AGREED:

/s/ Victor A. Rivera  
Victor A. Rivera, President

August 31, 1999

Mr. Victor A. Rivera, President  
Supporting Staff Association  
Room A-107 Black Building  
Columbia University

Re: Columbia Housing Assistance Program

Dear Victor,

Columbia is offering a Columbia Housing Assistance Program (CHAP) as a pilot program in order to support community development in the northern Manhattan empowerment zone. Under the CHAP program, Columbia will make available forgivable loans and grants to Employees who purchase qualified housing in the empowerment zone.

We would be pleased to include eligible Employees who you represent in the program, subject only to your agreeing that Columbia will have the right to modify or eliminate the program on the same terms as are applicable to other represented Employees.

Sincerely,

/s/ David M. Cohen

David M. Cohen  
Director – Compensation, Benefits Planning  
and Labor Relations

AGREED:

/s/ Victor A. Rivera  
Victor A. Rivera, President

cc: Colleen Crooker  
Anne Sutthoff  
Kenneth Knuckles  
Robin Lampert

## Side Letter

### Safety Committee

The College of Dental Medicine will provide 5 uniforms (scrubs) to each support staff employee in patient care areas. Employees will be required to wear the scrubs issued by the College. If at any time, an employee's scrubs become unusable the employee may present them to the employer for replacement. In addition, the College will offer lockers to all support staff. The College will also explore the feasibility of providing improved changing space.

## Side Letter

### **Mediation-(One year Pilot Program)**

The parties agree that grievances can be referred to cost-free, non-binding mediation via the Federal Mediation and Conciliation Service after the Step 3 decision is issued and before the scheduled arbitration date subject to the following:

- 1) This will be a pilot program effective for the first year of the contract only unless mutually agreed to extend on a year-to-year basis. If neither party indicates intent to end the pilot at the end of a contract year it will automatically be extended for one year.
- 2) That there is mutual agreement between the 1199 SEIU EVP in charge of United Healthcare Workers East SSA Area and the Assistant Vice President of Labor Relations on each matter to be mediated.
- 3) That the mutual agreement to submit an issue to mediation will have no impact on the existing time limits for the filing of an arbitration
- 4) That the EVP and AVP referenced above attend the mediation meetings without attorneys.
- 5) The mediation process will not extend past one business day unless otherwise mutually agreed
- 6) The mediation meeting will take place on University premises unless otherwise mutually agreed.
- 7) The University's failure to agree regarding any of the above conditions is not grievable or arbitrable.

## Side Letter

### **Joint Commission Requirements**

**Union members who have direct patient contact through the delivery of treatments, the conduct of evaluations, the enrollment of patients in studies, or the collection of data or specimens will be subject to Joint Commission on the Accreditation of Healthcare Organizations ( 'Joint Commission" ) requirements as follows:**

- Annual Medical Surveillance Clearance completed via NYP's Workforce Health & Safety Department (WHS)**
- Clinical Non-Nursing Orientation Forms (Assesses work related competencies specific to new hires or existing staff transferring into a new position). This includes a self assessment and the Supervisor's assessment**
- Process, Procedure & Equipment Forms (verifies that employees have been trained on work related equipment and/or procedures annually)**
- Annual NYP On-line Training (There's no pass/fail – answers are provided in each module. Upon completion, employees have to answer questions specific to that module before they can move on. If questions are answered incorrectly, they have to redo the module before moving on)**

## **Side Letter**

### **Electronic Timekeeping**

**A labor/management committee will be established to review and decide the appropriate procedures and electronic timekeeping will be implemented in the College of Dental Medicine. Said procedure shall be implemented no later than six months after ratification.**

**Side Letter**

**Employee Recognition Program:**

**The program shall reward employees with respect to attendance or other elements agreed to by the parties. The content and implementation of the program will be mutually reviewed and decided in the Labor Management Committee.**

Agreement Regarding Hospital-Required Drug-Testing/ Medical Surveillance

- 1) The University and the Hospital will establish a list/ map of all University work locations in Hospital “Article 28 space.”
- 2) No non-probationary SSA members will be required to submit to a drug-screen as part of the health assessment requirements outlined in the Hospital document submitted to SSA on November 3, 2005.\*
- 3) All SSA members in Hospital Article 28 space are subject to the other requirements of the Hospital’s health assessment.
- 4) The University will address each health assessment failure by non-probationary Columbia University/SSA employees on a case-by-case basis consistent with any applicable ADA requirements. The parties agree that in order to consider the need for, and appropriateness of, a requested reasonable accommodation, it may be necessary for the University to know the reasons for the failure.
- 5) The above constitutes the Hospital requirements as communicated to the University. The University has been advised by the Hospital that it has no plans to modify the above-referenced requirements for the term of the collective bargaining agreement SSA and the University are currently negotiating. In the event that the requirements change the University will provide notice to SSA and will negotiate with SSA to the extent required by the NLRA.
- 6) The union will withdraw the unfair labor practice charge filed on November 17, 2005 with prejudice.

\* In addition to the tests outlined in the November 3<sup>rd</sup> document, SSA members who have direct contact with human blood or tissue will receive a titer for Hepatitis B and C and a vaccination for Hepatitis B if not immune. SSA members may sign a declination form in lieu of the Hepatitis B vaccination.

## RESEARCH PROJECT SAFETY PROTOCOLS

The following document is a general description of the safety procedures for SSA research personnel whose work involves collection of data such as, but not limited to, standardized interviews, collection of specimens, medical, psychiatric and neurological exams and contacting and tracking patients outside the premises of Columbia University Medical Center (“CUMC”) in the community.

There are five key aspects to safety procedures in this protocol. They are 1) training of research personnel and escorts in safety, 2) specific safety procedures, 3) use of escorts, 4) continuous monitoring and updating of general and specific neighborhood locations, and 5) regular communication with local police precincts. The five aspects of the safety protocol are detailed below.

### 1. Safety training of research personnel

As a part of their initial training, each interviewer or other research worker is to review safety procedures to be used while in transit to and during assessments, whether they occur in the participant’s home, in public spaces or in CUMC in general. Research personnel are to be trained to be aware of their surroundings, to use common sense to avoid danger, to recognize potentially dangerous situations, to remove themselves safely from potentially dangerous or tense situations, and to report any unsafe situation immediately after returning to the office. Research personnel are to be instructed to proceed with extreme caution, and to use “more caution than usual” when out in the field. They are to return to their office immediately if they notice any situation or condition with potential danger. Specific safety procedures are detailed below.

### 2. Specific safety procedures

a. Research personnel safety. If any member of the study personnel team (tester, interviewer, research physician or escort) is concerned at any instant in time that there is an unsafe situation for any member of the study team, then ALL members of the team are required to immediately stop study procedures, and leave the premises to a safe location. In case of a difference of opinion, the team must defer to the individual who feels there is any danger. If there is any concern that such evacuation would result in an unsafe situation for other persons not part of the study (e.g. study subjects) then city emergency services are to immediately be called by cell telephone at 911. If any study personnel are threatened, or observe any illegal activity, then as soon as is safe, city emergency services should be called immediately by cell telephone at 911.

b. Research participant safety. If study personnel observe an unsafe situation for a research subject, a telephone call to 911 is to be made in case of an emergency or to 311 for nonemergent city issues, or appropriate telephone referral should be made for nonemergent medical care. In all such cases permission from the subject should be sought for telephone contact with a family member, so they can also be informed.

c. Casual dress. Research personnel have found that in order to be less conspicuous, they should not wear business attire or white coats when out in the field. Research

personnel are to display their CUMC ID badges only when at the door of the participants and on the CUMC campus.

d. AM visits. Some large studies at CUMC have found that morning visits help to increase safety in certain buildings/apartment complexes.

e. Check-ins. Research personal working in the field are instructed to always check in and/or return to their study office at Columbia University Medical Center before leaving at the end of the work day.

f. Cell phones. All research personal working in the community are to carry cell phones in the case of emergency.

g. Transport via car service. All transport of research personal or participants to and from CUMC and participant homes is to be done using local car service.

h. In-house interviews. Participants in questionable or off-limits areas are to be asked to come in for visits to the CUMC.

### 3. Documentation and notification procedures

a. Contact project supervisors: Any unsafe or unclean situation, and any proposed action contrary to the above protocols, is to be reported to the Project Coordinator within 1 hour for emergencies, and within 24 hours for nonemergent situations.

b. Document unsafe events: Any time an unsafe or unclean situation is encountered, it is to be reported in writing within 24 hours to the Project Coordinator, recorded in both the participant's file and on a safety alert form. These forms should be maintained by the Project Coordinator and copies maintained in the participant's research chart. This helps the team plan for future visits and update the safety precautions list (below).

c. Follow-up unsafe events: Any such situation above must be addressed again on a followup basis within 7 days as appropriate, with the Project Coordinator.

d. Modify project as needed: Any such situation above must be discussed with the Project Coordinator, and then reviewed with the Project Principal Investigator, to be certain appropriate actions occurred at the time, and to develop plans or modifications to the project so that any further such issues can be handled most correctly.

### 4. Use of Escorts

Every possible effort should be made to use escorts to accompany research personnel in any visit to an area or building that is possibly unsafe or if the team is unfamiliar with the area or building. The role of escorts is purely to assure the safety of the team when out in the field. All escorts should be fluent in English and Spanish. It is the responsibility of CUMC to provide escorts for research projects which it hosts.

### 5. Continuously updated list of locations where special precautions are needed

a. Areas and buildings. As a result of safety tracking form reports or communication with local police (see below) a running list of streets, blocks, and buildings will be maintained by the research team. This list is to be constantly updated and re-evaluated, and posted in a common area in the research offices. A copy of the list must be submitted to CUMC Security Office whenever it is updated. The Security Office shall maintain a master safety list of streets, blocks and buildings which will be available for review by all research Project Coordinators.

- b. Individual participants/apartments. On a few occasions, the conditions inside the home of specific participants may be found to be unsuitable or unsafe for future home visits. This assessment is made independently of the conditions in the surrounding building or area. These incidents are also to be reported as described in item 3 above.

6. Communication with local police.

It is strongly recommended that research staff maintain friendly and frequent contact with the community liaisons at the local police precincts. These police contacts should be informed and be familiar with the procedures of individual studies and advise the staff as to the safety of areas and buildings in the studies' catchment areas.

## EXHIBIT A

Grade	Title	Effective Date 4/1/2010	Effective Date 4/1/2011	Effective Date 4/1/2012
CLERICAL 2	Clerk File Mail Receiving Driver Receptionist Clerk Clerk/Typist Receptionist/Typist	\$28,138.30	\$28,988.30	\$29,857.95
CLERICAL 3	Clerk B/Supply Module Assistant Secretary A Dental Receptionist	\$30,267.10	\$31,117.10	\$32,050.61
CLERICAL 4	Module Secretary Secretary B Senior Clerk	\$33,347.11	\$34,197.11	\$35,223.02
CLERICAL 5	Bookkeeper Senior Secretary Administrative Clerk	\$37,949.92	\$38,799.92	\$39,963.92
CLERICAL 6	Administrative Aide Executive Secretary Junior Accountant Module Coordinator	\$43,684.61	\$44,534.61	\$45,870.65
L2	Library Assistant II	\$28,070.44	\$28,920.44	\$29,788.05
L3	Library Assistant III	\$28,844.43	\$29,694.43	\$30,585.26
L4	Library Assistant IV	\$30,495.73	\$31,345.73	\$32,286.10
L5	Library Assistant V	\$32,532.95	\$33,382.95	\$34,384.44
L6	Library Assistant VI	\$34,796.73	\$35,646.73	\$36,716.13
TECHNICAL L 2	Technical Assistant Animal Caretaker	\$28,138.30	\$28,988.30	\$29,857.95

Laboratory Assistant  
 Dietary Aid  
 Technician Assistant

TECHNICA L 3	Dental Assistant Sr. Animal Caretaker Caretaker Surgical Asst. Technician A	\$30,267.10	\$31,117.10	\$32,050.61
TECHNICA L 4	Technician B	\$36,270.51	\$37,120.51	\$38,234.13
TECHNICA L 5	Junior Programmer Senior Video Technician Research Assistant Senior Technician Sr Surgery Veterinary Tech	\$40,873.33	\$41,723.33	\$42,975.03
TECHNICA L 6	Instrument Maker Photographer Research Worker Sr Programmer Chief Technician (Chief, Elec)	\$44,818.82	\$45,668.82	\$47,038.88
TECHNICA L 7	Sr Research Worker	\$51,453.17	\$52,303.17	\$53,872.27

## EXHIBIT B

### SAME-SEX DOMESTIC PARTNER BENEFITS

If you are represented by **1199 SEIU**, you may cover your same-sex domestic partner (and his or her children, if any) under the Medical Plan. Your same-sex domestic partner can be covered if:

- he or she is not related to you by blood;
- he or she is not eligible for coverage through Columbia as an employee;
- you and your partner have lived together in a committed personal relationship for at least six consecutive months, and you expect to continue living together in a personal relationship where you have joint and reciprocal financial responsibilities;
- you present two forms of documentation showing your shared financial responsibilities, such as:
  - ⇒ a joint lease or mortgage;
  - ⇒ a joint bank account statement;
  - ⇒ joint ownership of a motor vehicle;
  - ⇒ designation of your partner as the primary beneficiary of your will;
  - ⇒ designation of your partner as your beneficiary for your life insurance or retirement benefits;
  - ⇒ assignment of power of attorney to your partner; or
  - ⇒ registration in New York City's Domestic Partnership Registration Program.

Under IRS regulations, you must pay the month payroll contributions for your partner's portion of the coverage on an after-tax basis. In addition, under law, the amount that the University pays towards your partner's coverage will count as taxable income.

## EXHIBIT C

### MARCH 15, 2004 EDELMAN CONSENT AWARD

A hearing on the above referenced matter was held before me on February 11, 2004. At the hearing, the parties consented to the following stipulations which are incorporated into this Award.

#### AWARD

For the duration of this collective bargaining agreement, the following procedure shall be adhered to:

1. Where the Union wishes to proceed to Arbitration, it shall, within ten days of the completion of the step-three procedure, send a Demand for Arbitration to the Columbia University Medical Center Office of Employee and Labor Relations.
2. It shall send a copy of that Demand to the Associate Vice President of Human Resources at Columbia University Medical Center, as well as a copy to the University's counsel.
3. Upon the receipt of the Demand by the Office of Employee and Labor Relations, the officials in that office will time stamp the Demand, and, within five days thereafter, send a copy of that Demand to the next scheduled Arbitrator designated to hear disputes between the parties.
4. Except by mutual agreement; different cases shall not be consolidated.
5. It is further expressly understood that the Employer does not control the access to the Arbitration process, but that this procedure is devised as a convenience for the parties to help resolve and administer grievances between them.
5. In addition, if the Union believes that this procedure has not been followed in a given case, it shall have the right, on an expedited basis, to submit that dispute, i.e., whether this procedure is being followed, to the undersigned Arbitrator for resolution.
6. The Arbitrator shall have the power to fashion an appropriate remedy if, in fact, he deems the University to have violated the procedure as set forth above.

If the undersigned Arbitrator finds the procedure has been violated, he shall hear the merits of the dispute as quickly as possible.

If the Arbitrator finds that the procedure has not been violated, he shall remand the dispute to the parties for processing through the normal Arbitration mechanism.

DATED: March 15, 2004

/s/ Howard C. Edelman  
HOWARD C. EDELMAN, ESQ., ARBITRATOR

STATE OF NEW YORK            )  
  ) S:  
COUNTY OF NASSAU            )

I, Howard C. Edelman, Esq., to hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: March 15, 2004

/s/ Howard C. Edelman  
HOWARD C. EDELMAN, ESQ., ARBITRATOR

**EXHIBIT D**

**CASUAL AND TEMPORARY ADJUSTMENTS**

Notwithstanding the reason why a temporary or casual employee was hired, in the event that a temporary or casual employee as defined in Article 1 exceeds four months (measured as 560 hours of employment in a rolling year ) or the length of the leave being covered<sup>3</sup>, the following guidelines will be used to determine the person’s status and entitlements:

<i>Retroactive to initial date of hire or assignment:</i>	<b>CASUAL TEMPORARY EMPLOYEE</b>	<b>AGENCY TEMPORARY EMPLOYEE</b>
<b>IF THE DEPARTMENT DECIDES TO MAKE THE POSITION A REGULAR POSITION:</b> post position, apply, be interviewed, meet minimum qualification, be selected	<u><b>YES</b></u>	<u><b>YES</b></u>
<b>If hired into the same position on the Columbia payroll:</b>		
<b>Salary</b>	<b>Retroactive adjustment if below minimum of position</b>	<b>No retroactive adjustment</b>
<b>Health benefits, pension, tuition exemption</b>	<b>Credit time but no retroactive benefits</b>	
<b>Vacation, sick leave, personal days, holidays</b>	<b>Retroactive adjustment</b>	<b>Retroactive adjustment unless agency provided the benefit (no adjustment if agency provided <u>less</u> than Columbia provides; adjustment only if agency did not provide <u>any</u> level of benefit.)</b>
<b>Union dues</b>	<i>Employee is responsible for payment of retroactive union dues</i>	
<b>If the Department decides not to make the position a regular position, or if the person is not hired onto the Columbia payroll, benefits as above plus:</b>		

<sup>3</sup> Excluding employees hired to replace an employee on leave of absence or vacation within the meaning of Article 1, Section F, for the duration of such leave or vacation.

<b>Status</b>	<b><u>Laid off:</u> Two weeks lay off allowance, placed in lay off pool</b>	<b>Agency assignment terminates</b>
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**In the event that temporary or casual employee works beyond the four month limit (except as provided in footnote 1, above), the department will make a payment to the union activity fund as follows:**

**5<sup>th</sup> month through 12<sup>th</sup> month \$200 per month  
13<sup>th</sup> month through 18<sup>th</sup> month \$300 per month**

**The maximum payment will be \$3400.**

**If hired into the same position on the Columbia Payroll (employees who have been in positions for one year or more get the positions assuming the dept decides to make it a regular position, subject to affirmative action posting requirements).**

**EXHIBIT E  
POLITICAL ACTION FUND CHECK-OFF AUTHORIZATION**

**I hereby authorize NY’s Health and Human Service Union 1199/SEIU (now known as 1199SEIU United HealthCare Workers East) to file this payroll deduction card on my behalf with my employer to withhold  \$10.00 per month or  \$ \_\_\_\_\_ per month and to forward that amount to the 1199/SEIU Political Action Fund, 310 West 43<sup>rd</sup> Street, New York, NY 10036. This authorization is made voluntarily based on my specific understanding that:**

- (1) The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any union;**
- (2) That I may refuse to contribute without any reprisal;**
- (3) The \$10.00 monthly contribution is only a suggestion, and I may contribute more or less without fear of favor or disadvantage from 1199/SEIU or my Employer; and**

COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

LABOR RELATIONS

MEMORANDUM OF AGREEMENT

BETWEEN

COLUMBIA UNIVERSITY

AND

1199 SEIU

July 14, 2010

Pursuant to the agreement dated September 25, 2009 and incorporated into this document by reference, the 114 previously contracted out clerical and technical employees will be accreted into the 1199/SSA bargaining unit effective August 2, 2010 (modified from June 30, 2010) pursuant to the following terms:

- 1) All employees will maintain their current hourly work schedules. It is understood that the schedules will apply to the incumbents and an individual who is hired to replace an incumbent in the same position only.
- 2) All employees will receive a lump sum bonus in their 8/20 paychecks representing 1.5% of their annualized base salary as of 6/30/10.
- 3) Effective April 1, 2011, those employees whose salaries are under the minimums for the 1199/SSA grades/classifications they have been matched into shall have their salaries raised to the minimum including the \$850 scheduled SSA/1199 contractual across-the board increase effective on 4/1/11. The \$850 shall be pro-rated according to the employee's weekly hourly schedule in accordance with the following:
  - a. Employees working 37.5 per week hours shall receive \$911.
  - b. Employees working 40 hours per week shall receive \$971.
  - c. Employees who work fewer than 35 hours per week (part-time) will receive a pro-rated '\$850' increase in accordance with their weekly hourly schedule (see attached salary schedules).
- 4) Employees shall receive a \$500 lump sum payment April 1, 2011 and a \$500 lump sum payment on 10/1/11 under the following conditions: The lump sums will be paid to employees who have received less than \$1850 in salary rate adjustment on 4/1/11. Any employee with a 4/1/11 salary rate adjustment in excess of \$1850 gets no lump sums (see attached salary schedules).
- 5) Employees will get a 3% salary increase effective 4/1/12 with the following exceptions: a) 2% paid to employees who are between \$3,000 and \$4,000 over the minimums (effective 4/1/12) for their grades/classifications; b) 1% paid to employees who are between \$4,000 and \$5,000 over the minimums (effective 4/1/12) for their

grades/classifications; c) 0% paid to employees who are over \$5,000 over the minimums (effective 4/1/12) for their grades/classifications (see attached salary schedules).

- 6) Radiology techs (ultrasound techs) shall be placed in a new technical grade 8 classification that is specific to them and will not be expanded into the remainder of the SSA/1199 unit. These employees will receive the 4/1/11 and 10/1/11 scheduled lump sums, the full \$850 4/1/11 across the board increase (pro-rated for hours) and the full 3% 4/1/12 increase (see attached salary schedules). The minimum salary for this classification effective 4/1/11 will be \$57,364.

Employees identified as 'Vascular Tech As' will be matched into the existing SSA/1199 T6 grade/classification. Employees identified as 'Vascular Tech Bs' will be matched into the existing SSA/1199 T7 grade/classification. Employees identified as 'Sonographers' will be matched into the existing T7 grade/classification. These employees will receive the 4/1/11 and 10/1/11 scheduled lump sums, the full \$850 4/1/11 across the board increase (pro-rated for hours) and the full 3% 4/1/12 increase (see attached salary schedules). It is understood that these titles/grades classifications will be specific to these employees and will not be expanded into the remainder of SSA/1199 unit.

- 7) A joint labor/management committee shall be established for the purpose of reviewing the classification/grade match of employees who request such review. Such review requests shall be submitted no later than October 31, 2010 and final determinations will be made by December 31, 2010.
- 8) All employees will receive pension vesting credit for employment with the prior employer and will receive pension contributions effective 1/1/11 in accordance with the formula in effect for new hires per the current 1199/SSA-Columbia University cba.
- 9) All employees shall be considered to have one or more years of service effective 8/2/10 with regard to the SSA/1199 Article 19 Sick Leave provision.
- 10) Current vacation balances will be carried over up to a maximum of twenty-three days which must be used by 6/30/11, unless the employee is unable to take scheduled vacation due to the needs of the Employer. The remainder will be paid out in cash.
- 11) Effective 8/2/10 all employees will accrue vacation as a new 1199/SSA member; however, employees with more than three years of seniority with the former employer will start accruing vacation at 13 days (not 10) and will move to 15 days on 8/2/13.
- 12) Each employee will be entitled to one personal day effective 8/2/10 and after that will accrue in accordance with the 1199/SSA cba.

- 13) Employees will serve a probation period of a combined total of four months between the former employer and Columbia University. Example: An employee who was hired by the former employer on May 2, 2010 will serve an additional one month of probation between August 2 and September 2, 2010.
- 14) Flexible Spending Account balances will be carried over.
- 15) Life insurance coverage is continued.
- 16) Effective January 1, 2011 employees will be eligible for the 1199/SSA tuition benefit for new hires (per current cba).
- 17) Effective January 1, 2011 employees will be eligible to participate in the 1199/SSA child care and training funds (per current cba).
- 18) Any positions that are listed as unfilled on the attached schedule shall be posted no later than August 31, 2010.

Agreed to: COLUMBIA UNIVERSITY

By: *Shirley Darney*  
 Date: 7/14/10

Negotiating Committee

*Mary Ann Carter 7/14/10*

1199SEIU

By: *[Signature]*  
 Date: 7-14-10

Negotiating Committee:

*[Signature]*  
*Bernett J. Balthasar*

COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

LABOR RELATIONS

July 14, 2010

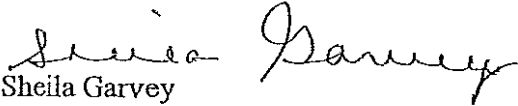
Joyce Neil  
Executive Vice President  
1199 SEIU  
310 West 43<sup>rd</sup> Street  
New York, NY 10036

Dear Joyce:

The following is agreed to regarding transition of care issues pertaining to the 114 formerly-contracted-out employees and coverage under the Columbia University medical insurance plans for 1199/SSA members effective August 2, 2010.

Transition of Care is available for a period of three months as administered by each of the medical insurance carriers. Employees must satisfy all the requirements as specified by the applicable selected medical insurance company to be eligible for Transition of Care.

Sincerely,

  
Sheila Garvey  
Assistant Vice President  
Labor Relations

Agreed

  
Joyce Neil

7-14-10

## I N D E X

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Arbitration Procedures	12	H,I,J,K,L	16
- side letter			56
Association Business, Leave of Absence	11	B	13
Bargaining Unit	1		
- recognition		A	1
- excluded from coverage		B	1
- employee definition		C	2
- definition of unit		D	3
- regular part-time employees		E	3
- temporary employees		F	3
- informing new employees		G	4
Bereavement Pay	22		32
Breaks	6	A	7
Bulletin Boards	14	A	17
- job posting	9	B	11
Casual Employees			
- definition	1	B(3)	2
- monthly report	14	F	19
Casual and Temporary Adjustments		Exhibit D	69
CHAP side letter			54
Checkoff	3		5
- upon receiving voluntary checkoff		A	5
- direct payment		B	5
- indemnification		C, D	5
Child Care	24		33
Dental Program	26		35
- eligibility		A	35
- family coverage		B	35
- paid by University		C	35
Dental Scrubs side letter			55
Disability, New York State	19	C	29
Discipline	7		8
- disciplinary action		A	9
- personnel record		B	9

Drug Testing/Medical Surveillance side letter			60
Duration of Agreement	43		48
Edelman Consent Award		Exhibit C	67
Emergency Salary Provisions	40		45
Executive Board Meetings	14	E	18
Full and Complete Agreement	42		48
Grievance Procedures	12		14
- Definition		A	14
- Step 1		A	14
- Step 2		A	15
- Step 3		A	15
Health Clinic	30		37
Holidays	20		29
- schedule		A	29
- floating days		B	30
- working on a legal holiday		C(1)	30
- working on a regular holiday		C(2)	30
- holiday on Saturday or Sunday		C(3)	30
- holiday during vacation		C(4)	30
- proof of illness		C(5)	30
- religious		C(6)	30
Job Classification Review	9	G(1)	12
Jury Duty	23		33
Labor Management Committee	14	C	17
Layoff and Recall	18		22
- research and training		A	22
- other than research and training projects		B	22
- notice of layoff		C	23
- central recall pool		D	23
- new investigators or project directors		E	26
- WARN Act notice		G	28
Layoff Allowance	17		21
- schedule		A	21
- payment		B	22
- subsequent layoffs		C	22
- allowance not applicable		D	22

Leave of Absence	11		12
- maternity leave		A	13
- association business		B	13
- military leave		C	13
- duty in military reserve		D	13
- personal leave		E	13
- family leave		F	13
- infant care		G	13
- request for		H	14
- union notification	3	E	5
Legislation - Separability	16		21
Life Insurance, Group	28		36
- eligibility		A	36
- additional coverage		B	36
Management Rights	13		16
Maternity Leave	11	A	13
Medical Insurance	25		34
- new plans		A	34
- contributions		B	34
- new hires		C	35
- Same Sex Partner benefits side letter		Exhibit B	66
Member in Good Standing	2	A,B,C,D,E	4
Membership Meetings	14	E	18
Military Leave	11	C	13
New Employee			
- employer notification	1	G	4
- union membership	2	C	4
- probationary period	5	A	7
New Investigators - Project Directors	18	E	26
No Strike - No Lockout	15	A,B,C,D,E	20
On Call/Call In	37	A, B	45
Optical Plan	27		35
Orientation side letter			52
Overtime	6		7
- work week		A	7
- definition		B	8
- compensatory time		B	8
- pay		C	8
- paid and unpaid absence		D	8
- authorization		E	8
- flexible hours		F	8
- time reporting		G	8

Part-time Employees			
Benefits of			
- Retirement Plan	29		36
- Medical	25	B	34
- Salaries	41	B	46
- Tuition Exemption	33	A	39
Past Practices	35		44
Pension Plan (see retirement)	29		36
Personnel File	7	C	9
Political Action Fund		Exhibit E	70
Preamble			1
Probationary Period	5		6
- definition	5	A	7
- rehire	5	B	7
- performance appraisal	5	C	7
- promotion	9	C	11
- transfers	9	D	11
Promotions	9		10
- definition and description		A	10
- posting time; seniority		B	11
- probationary period		C	11
- lateral transfer		D	11
- time requirement		E	11
- salary increase		F	11
Recall Pool, Central	18	D	23
Reports, quarterly eligible employee listing	14	G	19
Resignation	10		12
- advance notice		A	12
- resignation entitlement		B	12
Retirement Benefits	29		36
- description booklet		A	36
- plan document		B	37
- accrual		C	37
- pension checks		D	37
- past service		E	37
- death benefit		F	37

Safety Committee	32		38
- meetings		A	38
- training		B, C	38
- grievances		D	38
- agenda		E	38
- evaluation		F	39
- radiation exposure		G	39
- testing & labeling		H	39
Safety Protocols side letter			61
Salary	41		46
- increases		A	46
- part-time employees		B	47
- new hire rates		Exhibit A	64
- ALAS Certification differentials		C	47
- automatic payroll		D	48
- merit bonus		E	48
Service Corp Agreement			70a
Shift and Shift Differential	36		44
- definition		A	44
- change of shift		B	44
- training program		C	44
- part-time employees		D	45
Sick Leave	19		28
- entitlement		A	28
- notifying employer		B	29
- New York State Disability		C	29
- Worker's Compensation		D	29
Signatures			49
Student employees	1	B(5)	2
Substance Abuse Committee	31		38
Table of Contents			i
Temporary Assignments	38		45
Temporary Employees	1	F	3
Transfers	9		10
- time requirements		D, E	11
Transit/ Parking Reimb. Prog. side letter			53
Tuition Exemption	33		39
- definition and schedule		A	39
- layoff		B	40
- enrollment prior to employment		C	40
- family coverage		D	40

Union Activity	14		17
- bulletin boards		A	17
- union representatives		B	17
- labor management committee		C	17
- membership meetings		E	18
- executive board meetings		E	18
- casual employees		F	19
- eligible employees listing		G	19
Union Security	2		4
- maintaining membership in good standing		A	4
- employees who are not members		B	4
- new employees		C	4
- a member in good standing		A, D	4
- employee who fails to maintain good standing		E	4
University Training Program	34		41
- computer ("Q") courses		B	42
- training committee		D	42
- funding		D	42
- CTA program		D	43
Vacation	21		30
- schedule, accrual		A	30
- pay		B	32
- entitlement and transfer		C	32
- limitations		D	32
Work Week	6	A	7
Worker's Compensation Insurance	19	D	29