



Columbia University

and

Transport Workers Union of America,
A.F.L.–C.I.O.

and its

Local Union 241
Security Officers



2008-2013

COLLECTIVE
BARGAINING
AGREEMENT

SECURITY
OFFICERS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK**

AND

**TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO**

AND ITS

LOCAL UNION NO. 241

FOR SECURITY OFFICERS

April 1, 2008 – March 31, 2013

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	RECOGNITION	1
2	UNION SECURITY	2
3	MANAGEMENT RIGHTS	4
4	NON-DISCRIMINATION	4
5	SEXUAL HARASSMENT	4
6	WAGES AND SCHEDULING	4
7	SENIORITY	11
8	HOLIDAYS	14
9	VACATIONS	15
10 A	SICK LEAVE <i>(Employees hired prior to 3/1/96)</i>	16
10 B	SICK LEAVE <i>(Employees hired on or after 3/1/96)</i>	21
11	GROUP INSURANCE BENEFITS	24
12	RETIREMENT PLAN	27
13	TUITION EXEMPTION	29
14	PAID AND UNPAID LEAVE	31
15	GRIEVANCE PROCEDURE	32
16	DISCIPLINE & DISCHARGE	34
17	HEALTH AND SAFETY	35
18	WORKING CONDITIONS	36

19	MISCELLANEOUS	37
20	NO STRIKE-NO LOCKOUT	39
21	CONFORMITY TO LAW	39
22	TERM OF AGREEMENT	39
	SIGNATURES	41
	EXHIBIT A - <i>Wage Schedule</i>	43
	EXHIBIT B - <i>Release Time</i>	46
	EXHIBIT C - <i>Same Sex Domestic Partner Medical Coverage</i>	47
	EXHIBIT D – <i>Grievance Form</i>	48
	EXHIBIT E- <i>Merit Pay Scale</i>	49
	SIDE LETTERS	52
	SICK LEAVE, DISABILITY & WORKERS COMPENSATION	63

AGREEMENT, made and entered into as of the **1st day of April, 2008** by and between COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK (hereinafter called the "University") and TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, and its LOCAL UNION NO. 241, (hereinafter called the "Union"):

ARTICLE 1 - RECOGNITION

Section 1. During the term of this agreement the Union is recognized as the exclusive bargaining agent with regard to wages, hours and working conditions for all Security Officers and excluding Physical Plant and Residence Halls Maintenance Employees of the University at Morningside Heights (which includes Prentis on West 125th Street), **at Studebaker**, at the College of Physicians and Surgeons, and at Bard Hall, but does not represent kitchen and dining hall employees, supervisors, office and clerical employees, telephone operators, temporary employees, and student employees. The wages, hours and working conditions for employees shown in the preceding sentence are excluded from the bargaining unit.

Section 2. (a) A temporary employee is one who has been in the employ of the University for less than four (4) months.

(b) The termination of the specific period or the completion of the specific job for which a person has been employed by the University for a period of not more than four (4) months shall be deemed to constitute a justifiable release for all purposes under this agreement of a person employed for such a period or for such a job.

(c) A temporary employee may replace a full-time employee past the four (4) month period for up to six (6) months in the case of family leave, disability or compensation, or while a grievance is pending. The temporary employee will be permitted to work past the six (6) month limitation when the Union is first notified and it is mutually agreeable. The temporary employee will have the first opportunity to fill that permanent position if the permanent employee does not return.

(d) The University agrees to notify the Union of temporary employees who have been on the payroll for more than sixty (60) days. The notification will include name, department, date of hire, the person to whom they are reporting and the purpose of the hire.

(e) If a temporary employee is selected to fill a permanent position, his/her University seniority shall be retroactive to the last date of hire. In such cases, the immediate previous period of temporary employment shall be credited toward benefits under this Agreement; it being understood, however, that such period shall not result in any retroactive coverage or retroactive contributions to any benefit plan. If a temporary employee worked three or more months, two months will be counted toward the probationary period.

Section 3. New employees will be on probation for the first four (4) months of employment, and may be discharged within that period without the right to bring a grievance.

The University may extend the probationary period for an additional two (2) months provided it notifies the Union in advance in writing, stating the reasons for such extension. The Union will not unreasonably withhold consent to extension. In the event that a reference requested within the first four (4) months of employment is received thereafter and is unsatisfactory, such employee may be discharged upon the receipt of such unsatisfactory reference without the right to bring a grievance. Such an employee or employees may be represented by the Union in all matters except discharge for failure to qualify for the assigned job.

Section 4. The term "employee" as used hereafter in this agreement refers to a person included in the above defined bargaining unit.

Section 5. Union Shop Stewards shall be released for a maximum of two (2) hours off with pay, each month, to attend Union meetings. There shall be a maximum of two (2) such meetings per month. The Union will supply the University with a list of such Shop Stewards and shall give a twenty-four (24) hour notice of such meetings. The unused time shall not accrue month to month. See Exhibit B.

Section 6. Union officials and Shop Stewards shall have reasonable access to the appropriate University departments for the purpose of conferring with employees covered by this Agreement. Where the Union official or Shop Steward finds it necessary to enter a department or work unit for this purpose, he/she shall first advise the supervisor or the head of the department or his/her designee in person. A Shop Steward or Union official intending to go to the department or a work unit other than his/her own or the one he/she represents shall first seek authorization from his/her supervisor to leave the work area and shall then follow the above procedure. Such visits shall not interfere with the operation of the University's department or work unit.

Section 7. Locked Union Bulletin Boards shall be provided in central areas of each department.

ARTICLE 2 - UNION SECURITY

Section 1. (a) All employees, who on the date of the signing of this agreement are members of the Union in good standing, shall, during the term of this agreement, so maintain such membership as a condition of employment.

(b) All present employees shall apply for and become members of the Union no later than the thirtieth (30th) day after the signing of this agreement and shall maintain such membership as a condition of employment. All persons who become employees hereafter shall apply for membership in the Union no later than the thirtieth (30th) day upon which they become employees and shall maintain such membership as a condition of employment.

(c) Upon employment, the employee shall be informed by the University of the existence of Local 241 and shall be provided with a copy of the current collective bargaining agreement.

Section 2. If the Union advises the University and an employee in writing that such employee is no longer a member of the Union in good standing, the employment of such employee by the University shall terminate at the expiration of ten (10) days after such notice, unless the said employee elects to have the Union's action in that connection reviewed and determined, as hereinafter provided, in which event such employment shall terminate for such cause only upon the final determination that the Union's action was proper. Such election may be made by said employee at any time within said ten (10) day period by notifying the head of the department in which said employee works, and one of the officers of the Local Union of the employee's objection to such action. The propriety of such action shall then be reviewed and determined as a grievance under the procedures and provisions of Article 15, beginning with "Step 2" thereof.

Section 3. (a) Upon receipt of signed authorizations from the employees in the bargaining unit which comply with the requirements of the National Labor Relations Act, the University, for each employee who is a member of the Union, shall deduct from the first pay of each month otherwise payable to such employee, the Union dues for the preceding month or any initiation fee, all as hereinafter provided, and shall promptly remit the aggregate of such dues and initiation fees to the President and Treasurer of Local Union No. 241. in the form of a check payable to their joint order.

(b) The monthly dues and the initiation fee for employees, who shall have become members of the Union during the preceding month, to be deducted as aforesaid shall be determined by the Union at its national convention and notice of such dues shall be provided to the University by the Secretary or Treasurer of Local 241. No monthly dues shall be deducted from the pay of any member of the Union in the same month in which an initiation fee is so deducted from his/her pay.

(c) On or before the last day of each month, the President or Treasurer of Local Union No. 241 shall furnish the University with a list showing the name and address of any employee who shall have become a member in good standing in the Union and of any employee who shall have ceased to be such a member since the last previous list so furnished to the University. Any such list, including the names of employees who have become such members shall be accompanied by cards executed by such new members authorizing the University to make the deductions provided for in this Article 2.

(d) The University shall provide a list of newly hired and/or terminated employees stipulating Name, Department and Job Title to the Union at periodic intervals.

(e) The parties recognize that the University has plans to expand its campus. The University agrees to discuss with TWU Local 241 issues of concern regarding the role of Local 241 in the expanded campus and what role TWU Local 241 may have in a particular property or properties.

ARTICLE 3 - MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to impair the University's exclusive right to manage its affairs and direct the work of its employees except as otherwise herein expressly provided.

ARTICLE 4 - NON DISCRIMINATION

Neither the University nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, citizenship status, political belief, sex, marital status, sexual orientation, affectional preference, age or physical and/or mental disabilities except where, even with reasonable accommodation, the disability prevents the performance of the essential functions of the job. Sexual Harassment shall be considered discrimination under this Article.

ARTICLE 5 - SEXUAL HARASSMENT

The Union and the University recognize the problem of sexual harassment in the workplace and are committed to ending it. The University will strictly enforce its policy regarding sexual harassment and will comply with city, state and federal laws against sexual harassment. On sexual harassment complaints, the grievance procedure may be preceded by resort to the University's Panel on Sexual Harassment or by notifying the Director of Affirmative Action.

ARTICLE 6 - WAGES AND SCHEDULING

Section 1. (a) This agreement is effective from **April 1, 2008 through March 31, 2013**. Exhibit "A", hereto annexed, is made a part hereof, and incorporated herein as fully recited herein. The rates of pay set forth in Exhibit "A" shall become effective on the dates typed at the top of each column for that particular column.

Effective dates and salary increases are as follows:

April 1, 2008	3.25%
April 1, 2009	3%
April 1, 2010	3%
April 1, 2011	4%
April 1, 2012	3.25%

(b) (1) Employees hired after March 26, 1999, will be subject to a new hire progression as follows:

1 st year of employment:	80% of job rate
2 nd year of employment:	85% of job rate
3 rd year of employment:	90% of job rate
4 th year of employment:	95% of job rate
After 4 years of employment:	100% of job rate

Employees who are promoted during their first four years of employment will continue to be subject to the new hire progression and will be credited with prior bargaining unit service in determining the appropriate rate of pay in the new position. After five years of bargaining unit service, employees who are promoted will not be subject to a new wage progression.

(b) (2) Employees hired on or after April 1, 2005 will be subject to a new hire progression as follows:

1 st year of employment:	80% of job rate
2 nd year of employment:	80 % of job rate
3 rd year of employment:	82.5 % of job rate
4 th year of employment:	85% of job rate
After 4 years of employment:	100% of job rate

Employees who are promoted during their first four years of employment will continue to be subject to the new hire progression and will be credited with prior bargaining unit service in determining the appropriate rate of pay in the new position. After five years of bargaining unit service, employees who are promoted will not be subject to a new wage progression.

(c) **LONGEVITY:**

Effective December 1, 2008, employees will receive a longevity increment added to their base hourly rate of pay as follows:

Completed years of Bargaining <u>Unit service</u>	<u>Cents per hour</u>
5-9 years:	10 cents
10-14 years:	15 cents
15-19 years:	20 cents
20-24 years:	25 cents
25 or more years:	30 cents

Employees who thereafter become eligible for a new longevity increment will have their rate of pay adjusted on the subsequent December 1.

Section 2. Wages shall be paid weekly, not later than Friday, for the pay period terminated the preceding Sunday. Employees shall receive their pay checks in individual envelopes.

Section 3. (a) The University shall pay overtime at the rate of time and one-half for all authorized hours worked by all employees beyond their regularly scheduled work day and/or week and for all hours worked in excess of eight hours a day and/or forty hours per week. The work week shall be defined as that period of time from 12:01 a.m. Monday to 12 midnight the following Sunday.

(b) Employees whose regularly scheduled work week is in excess of thirty-six hours shall be assigned two regular days off during each work week. Should such regular days off not be consecutive, then the first of such days off shall be deemed to be the sixth day of the work week and the second of such days off shall be deemed to be the seventh day of the work week. Such employees shall be paid: (1) time and one-half for all hours worked on the sixth day of the work week if the other five regularly scheduled work days of the work week are either regularly worked or a holiday occurs on any of such other days and other days of such work week are regularly worked; (2) double time for all hours worked on the seventh day of the work week if the other six days of the work week are either worked or a holiday occurs on any of such other days and the other days of such work week are regularly worked.

(c) Employees whose regularly scheduled work week is not in excess of thirty-six hours shall be assigned not less than one regular day off during each work week.

Such employees shall be paid double time for all hours worked on the seventh day of the work week, if the other six days of the work week are either regularly worked or a holiday occurs on any of such other days.

(d) The regularly scheduled work week (including the regularly scheduled day off or days off) for all employees shall not be changed except upon seven days' notice.

(e) When an employee in a job classification requiring 24-hour coverage is changed from his/her regular shift to another shift without seven days' notice, and his/her days off remain the same, he/she shall receive time and one-half for the first eight hours on the new shift.

(f) 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 (1-1/2) his regular rate of base pay for a minimum of four hours. Where an employee is pre-scheduled to report earlier than his/her previously scheduled time, he/she shall receive overtime pay at the rate of time and one-half (1-1/2) his/her regular rate of base pay for a minimum of two (2) hours.

(g) Overtime payment shall be made on either daily or weekly overtime hours worked, but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked. Instead of overtime payment, employees may be compensated for overtime worked by receiving compensatory time off provided that such time off occurs during the same pay period in which it was accrued and further provided that Management approves the scheduling and taking of the time off. If compensatory time off is not taken as specified herein, the employee will receive pay according to the overtime provisions of this agreement.

(h)1. All overtime assignments will be distributed as equally as possible by job classification and seniority on a rotating list, and appropriately recorded. Lists will be posted in an area accessible to employees. Each appropriate group will decide on the proper administration of such lists.

(h)2. (i) The Department will notify a Security Officer and the shop steward or designee that the Security Officer may be required to work overtime, as soon as possible but within one (1) hour of being notified that another Security Officer or student aide will be absent for the following shift. If (a) the Department fails to provide such notice within one (1) hour, except where operational conditions make it impractical (too difficult) to give such notice, and (b) the union representative or designee does not obtain a volunteer to work the assignment, then the Security Officer who is required to work will receive an additional meal allowance.

The Department will first contact the Security Officer who works the post where the absence will occur, and that person will be required to work. If there is no person working the post where the absence will occur, the junior qualified Security Officer on duty when such notification is made on each respective campus will be required to work.

In the event that a Security Officer is forced to work mandatory overtime and that overtime is due to management scheduling mistakes resulting in an incomplete roll call, double time will be paid for the mandatory overtime hours actually worked if the officer does not receive one (1) hour prior notice.

(ii) For all cases other than sick leave, late relief and other absences which are covered under (i), the employee will receive double time for working mandatory overtime if the employee receives less than one (1) hour advance notice, except in case of an emergency.

(iii) It is agreed that this procedure only applies to non-emergency overtime. The Department will continue to assign overtime as needed in a declared emergency.

During the term of this agreement, the University and the Union may mutually agree to make adjustments in this procedure.

(i) Employment in any one day shall be continuous except for rest and meal periods and except that hours not worked between the termination of any employee's regularly scheduled work day and hours worked on special jobs shall not be paid for. Special jobs are those which are not a continuance of the regular work of the employee and which are accepted by the employee on a voluntary basis. Such special jobs shall be paid for at the rate of time and one-half (1-1/2) the rate of the job being performed.

(j) A thirty (30) minute lunch relief shall begin at the actual time the relief arrives on post for coverage for day shift Security Officers.

(k) No employee will have his/her work week reduced without prior notice to the Union, and the work week for any job classification will not be reduced without the consent of the Union. Employees working on the day shift will be entitled to one-half (1/2) hour for lunch.

(l) Notwithstanding any of the foregoing provisions to the contrary, schedules of special work weeks may be arranged, with the prior mutual consent thereto of both the Union and the University for certain employees who desire more consecutive days off in alternate weeks than may be practicable under this Article 6. Whenever possible, every employee shall be entitled to two (2) consecutive days off in each work week. Insofar as possible these days shall be Saturday and Sunday, Sunday and Monday, or Friday and Saturday. Within classification and shift, employees may bid in order of seniority to fill vacancies which include a Saturday and/or Sunday as a day off. When a position including Saturday and Sunday, Sunday - Monday or Friday and Saturday is to be filled, the selection

will be made from employees bidding on the opening based upon seniority.

(m) Security Officers who are delayed because of a late relief or who have to travel to or from a post at a time after their scheduled time shall be paid for actual time consumed at time and one-half (1-1/2) their applicable hourly rate.

(n) A daily schedule of known post assignments shall be posted in the Security Operations Office at Morningside Campus and at the Health Sciences Campus prior to the end of the shift on the day prior to the day to which the schedule applies. Normally, this will be at least sixteen (16) hours prior to the start of the shift. The schedule shall be subject to change in case of emergencies, last minute requests from departments or schools, absences which arise after the posting time, to accommodate post changes associated with double shifts, and to accommodate mutual agreements for post changes between officers and with supervisor approval.

(o) Posts will be rotated on a daily basis where practical. It is understood that there will be days when posts cannot be rotated. When practical in the opinion of management, Security Officers assigned to College Walk will be rotated with another post during the course of their shift.

(p) Security Officers working fifteen (15) continuous hours will receive supper money as follows:

\$ 11.25 effective 4/1/09

\$ 11.50 effective 4/1/11

Meal allowances will be included in employee pay checks as a non-taxable item. Normally, meal allowances will be paid in the same pay check with the overtime pay for the day worked.

(q) There shall only be rotation between Morningside and Health Sciences for trained junior officers except in emergency.

(r) (i) Mutuels shall be allowed only after supervisory approval and providing there is no cost to the University.

(ii) Employees will be allowed up to six (6) mutuels per calendar year on other than regular days off (RDO). **Supervisors can grant additional mutuels in exceptional circumstances.** Mutuels must be scheduled in the same work week. Employees who do a double shift as a result will receive straight time for both shifts and will not receive supper money. Shift differential will be paid to the person who works the applicable shift. Mutuels on a non-RDO must be scheduled as least two (2) days in advance. No more than two (2) mutuels on a non-RDO will be permitted on any day.

(s) The number of Special Patrolmen shall be at least three (3) and no more than 5 (five).

(t) When responding to alarms at least two security officers will be dispatched whenever possible.

Fire alarms will not be reset by Security Officers (TWU, Local 241).

(u) Preference in approving a "personal" (10-62x) will be given to a Security Officer who requests permission to leave post to go to the bathroom only. The employee will be relieved within 15 minutes, when possible.

Section 4. Deductions from the pay of an employee for lateness will be based on actual length of lateness.

Section 5. An employee temporarily performing the work of another employee in a job classification to which a higher rate of pay is attached shall receive such higher rate for the time during which he/she performs the work of the employee in the higher classification.

Section 6. Officers who are required to operate the ambulance shall be properly trained and shall be compensated at the Security Officer-Motorized rate for the time they are assigned to drive that vehicle.

Section 7. (a) Each employee working a night shift (when his/her regular starting time is 3:00 p.m. or later) shall receive a night shift premium of one dollar and fifty-cents (1.50) per hour in addition to the base rate of pay set forth in Exhibit A. **Effective April 1, 2009, this night shift premium shall be increased to one dollar and seventy-five cents (\$1.75) per hour in addition to the base rate of pay set forth in Exhibit A. Effective April 1, 2011, this night shift premium shall be increased to one dollar and eighty cents (\$1.80) per hour in addition to the base rate of pay set forth in Exhibit A.**

(b) Payment of such shift premium shall be calculated only for hours actually worked on that shift and for holidays.

Section 8. Classification and duties of employee positions shall be prepared and maintained.

Section 9. No Security Officer shall fill in as an acting supervisor except in an emergency.

Section 10. Security Officers assigned to work a plain-clothes detail shall receive additional pay of seventy-five (75) cents per hour, effective October 1, 1997. Where practical, management will make plain-clothes assignments from among qualified employees who have indicated a willingness to perform such work.

Section 11. The University will pay for drivers licenses each time they are renewed for those Security Officers who are permanently classified as "Motorized". Such Security Officers may be assigned to operate any departmental vehicle for which they are licensed.

Section 12. Motorized Security Officers with proper license assigned to operate the Health Sciences bus shall receive fifty cents (.50) per hour above their regular hourly rate of pay.

Section 13: Assignments as motorized officers will be rotated by **departmental** seniority among those officers who are being paid at the full wage rate.

Section 14: Security officers who possess the FDNY Fire Guard license and are assigned to fire watch duty will receive a \$2.00 per hour differential for hours actually spent on fire watch duty.

Section 15: **The pilot program providing for two bonus payment awards shall be continued and modified pursuant to Exhibit E (attached).**

Section 16: (Effective 7-1-08)

All shifts will be 8 hours and 30 minutes inclusive of a half-hour unpaid lunch. The shifts will be as follows

7:45 a.m. – 4:15 p.m.

3:45 p.m.-12:15 a.m.

11:45 p.m.-8:15 a.m.

The labor management committee will address implementation issues with regard to this agreement.

Section 17: The University will reimburse renewal fees for security guard licenses provided they are renewed prior to the expiration of the previous license.

ARTICLE 7 - SENIORITY

Section 1. University seniority shall be computed on the basis of the latest date of appointment with the University. Departmental seniority shall be computed on the latest date of appointment to the job classification within a department except as otherwise provided herein. Classification seniority shall be defined as that period of time during which an employee is continuously employed within a particular job title.

Section 2. (a) In the event of layoffs, employees with the least departmental seniority shall be laid off first and any employee laid off in any job may exercise his/her departmental seniority to bump an employee with less departmental seniority in a lower job classification in the same department. When an employee thus is bumped out of a department, he/she may

exercise his/her University seniority to bump into any other department in which he/she is qualified to perform the work in a position with the least departmental seniority in that department and displacing any employee with less University seniority. Any employee entitled to and wishing to bump another employee must do so within five (5) days of receipt of notice of layoff. The University shall give notice of layoff on Friday of any work week and the employee laid off must exercise his or her right to bump by 5:00 p.m. of the following Wednesday. The University agrees to give the employee to be laid off a minimum of three (3) weeks notice of a layoff or pay in lieu thereof.

(b) When, after layoffs, additional employees are required, those laid off shall be rehired in the inverse order in which they were laid off before any new employees are hired.

Section 3. (a) Departmental seniority shall govern promotions unless ability to perform the job and the employment records are not significantly equal. Employees who qualify shall be eligible for promotions to fill vacancies in the bargaining unit.

(b) Posting of job vacancies within the bargaining unit including a description of the work to be performed and the requirements for the position will be posted in appropriate areas for a period of five (5) days excluding Saturdays, Sundays and holidays. Consideration shall be given to members of the bargaining unit who apply for such open position as set forth in Section 3(a) above before any outside person is hired to fill the position. When a job opening is to be filled by hiring from outside the department, current employees of the department will be entitled to bid on the shift and days off of the opening. Selection will be based upon seniority of those bidding.

Section 4. Employees covered by the agreement, in response to a posted notice of opening(s) for a Security Officer position, may indicate their interest in such opening(s) by submitting an appropriate application or bid and shall receive consideration as set forth in Section 3 (a) above before an applicant from outside the bargaining unit is hired for such position.

Section 5. The University will first discuss with the President of the Local, or his/her designee, and the Shop Steward in the Department the provisions of newly designed and/or changed tests to be given to employees for promotional opportunities. Such tests shall be uniform for those applying from both within and outside of the bargaining unit. Employees shall be informed of the results of such tests that they have taken.

Section 6. The University and the Union shall work together to establish proper apprenticeship training programs and other educational training programs, to improve the skills of employees, so they can qualify for promotional opportunities.

Section 7. The University and the Union shall work jointly to obtain Government grants for establishing training programs that will provide for advancement and skills maintenance training for Columbia employees. A joint committee to pursue the above will be established within ninety (90) days of the Memorandum of Agreement.

Section 8. The University will pay for employees to attend accredited schools or training program where it is necessary for such employees to meet new or changing job requirements of their current position.

Section 9. The University will provide CPR training to up to a maximum of 20 employees in the bargaining unit. Such training will be voluntary and on the employees' time.

Section 10. When a vacancy arises for a managerial position, employees who are members of Local 241 shall have the same opportunity as other employees to apply for such promotions. Employees upgraded to other classifications including those upgraded to Supervisor, may, during the term of their probationary period, return to their former job classifications in the bargaining unit without loss of seniority.

Section 11. Except in the case of military leave, as hereinafter provided in Article 14, seniority shall not accumulate during any leave of absence from employment except that seniority will accrue during leaves of absence of up to one (1) year for reasons of illness, injury and maternity.

The one-year period prescribed above shall, in the case of occupational illness or injury, be tolled by the length of any delay only in the following cases:

- a. The employee's physician requests permission to perform a procedure, and
- b. The University's physician disputes the need for the procedure, and
- c. The employee files a timely appeal to the New York State Workers Compensation Board, and
- d. The Board upholds the employee's position and authorizes the procedure, and
- e. The procedure is performed within a reasonable time from the date of the Board's decision.

The tolling period shall be measured from the date the employee's physician requests permission to perform the procedure until the date the procedure is performed.

Section 12. All seniority shall cease upon: (1) justifiable discharge; (2) voluntary quitting; (3) failing to advise the University in writing by registered mail within six months after being laid off and within each six months thereafter that the employee desires to be rehired; and (4) failing to respond within three (3) days, exclusive of Sundays and holidays, to an offer of work sent by registered mail.

Section 13. Employees who are laid off because of lack of work may request termination pay at any time within six (6) months after the layoff date. This termination pay will amount to one week's salary for each full year of continuous employment at the University. The employee requesting termination pay will sign a statement indicating that by accepting such pay, he/she is forfeiting his/her seniority right, and that if he/she returns to work for the University, it will be as a new employee.

ARTICLE 8 - HOLIDAYS

Section 1. (a) During each year of this agreement, employees shall be entitled to the following holidays with pay:

New Year's Day	Thanksgiving Friday
Dr. Martin Luther King's Birthday*	December 24
Memorial Day	Christmas Day
Independence Day	December 31
Labor Day	Employee's Birthday
Election Day	Two (2) Floating Holidays
Thanksgiving Day	

* Observed on the day designated as the National Holiday.

(b) Employees will be entitled to the two (2) floating holidays on an individual basis at a mutually agreeable time. Where possible and contingent upon a favorable work load and schedule, such holidays shall be allowed on a "first-come, first-served" basis three (3) days after a written request is placed with the Supervisor. The two (2) floating holidays may not be taken until the employee completes his/her probationary period.

Section 2. On said holidays, employees who do not work shall receive a normal day's pay for the holiday. Employees who do work will also receive, in addition thereto, time and one-half (1-1/2) pay for the hours on a holiday actually worked. If two employees mutually swap shifts pursuant to Article 6 (3) (r), only the employee who actually works on the holiday shall receive the holiday rate of pay (time and one-half). If an employee's day off and a holiday coincide, such employee shall receive a normal day's pay for the holiday, and additionally, double time for the hours on such a day actually worked. The hours worked on a holiday shall not be less than four. By mutual agreement between the University and the employee, the employee may enjoy equivalent time off in lieu of the premium pay provided for herein. Where a shift overlaps two calendar days, the calendar day on which the majority of the scheduled work hours falls will be recognized as the holiday under the contract. This change supercedes any prior agreement, understanding, memoranda or past practice.

Section 3. In the event that an employee shall be absent from work on a paid holiday, on the day prior to or the day following a paid holiday, this holiday pay shall be forfeited unless such absence is excused.

ARTICLE 9 - VACATIONS

Section 1. Vacation benefits will be provided as follows during each fiscal year:

With continuous service of: Employee shall receive with pay:

Less than 12 months by June 30th	1 day for each two (2) completed months of service beginning with the third month to a maximum of one (1) week.
-------------------------------------	---

12 months by June 30th	2 weeks
------------------------	---------

3 years by June 30	3 weeks
--------------------	---------

4 years by June 30	4 weeks
--------------------	---------

15 years by June 30	5 weeks
---------------------	---------

Section 2. Under no circumstances shall an employee covered by this agreement have more than one of the above described vacations in any calendar year.

Section 3. Upon termination of his/her employment pursuant to two (2) weeks notice of resignation or retirement, an employee who has been in the University's employ for more than six (6) months shall, in addition to any wage due him/her, receive proportionate vacation pay (on the basis set forth above) for each month that he/she has been in the University's employ since June 30th last, or since the date of commencement of employment with the University if the employee had received no previous vacation, providing at least three (3) months have elapsed since June 30th last, prior to resignation. An employee who is discharged shall receive vacation pay on the same basis.

Section 4. (a) By mutual agreement between the University and the employees, vacations may be taken at any time during the calendar year. Whenever practicable, the University shall schedule vacation picks of three weeks on consecutive days.

(b) The University reserves the right to schedule separately the fourth week of four weeks' vacations and the fourth and fifth weeks of five weeks' vacations. Except as aforesaid and except as may be mutually agreed between the University and the employee involved, the vacation period for any employee shall be taken on consecutive days. By mutual consent between the University and the employee involved, vacation pay in lieu of actual vacation time may be substituted for the whole or any part of an employee's vacation.

(c) The second and third vacation choice of the senior employee shall be granted only after the junior employees have been granted at least his/her first choice. The same principle shall be used to pick vacations for a junior employee's second choice versus a senior employee's third choice.

Section 5. Vacation pay shall be computed at an employee's straight-time rate of pay for the time allowed for vacation.

Section 6. Vacation credit shall not accrue during any leave of absence which exceeds two months, **except employees with 15 or more years of seniority shall accrue vacation during the first three months of a workers compensation leave of absence; employees with 20 or more years of seniority shall accrue vacation during the first four months of a workers compensation leave of absence**

Section 7. Four (4) vacation days can be used per annum for emergency situations except in those cases where an employee is on written warning **for attendance**. Emergency vacation days cannot be used as the threshold for discipline.

(a) When the department has coverage, the employee's request for an emergency vacation day will be granted.

(b)When the department does not have coverage: Employees requesting an emergency vacation day must state the nature of the emergency. Employees who have been granted the day may be required to provide acceptable evidence of the emergency requiring their absence from work upon returning to work in order to substantiate the necessity for the emergency vacation day. If the nature of the emergency is confidential, the employee may so indicate to the departmental supervisor. In such cases, the employee will be required to provide appropriate evidence of the emergency directly to the Columbia University Return to Work Program, upon their return to work, in order for the absence to be excused.

(c) In the event of a holiday or a declared University emergency, no emergency vacation days will be granted.

ARTICLE 10 A - SICK LEAVE
(EMPLOYEES HIRED PRIOR TO MARCH 1, 1996)

Section 1. Employees are entitled to sick leave pay in any year calculated from the anniversary date of employment figured at straight-time for regularly scheduled hours of work.

(a) For those employees hired prior to January 1, 1977, the sick leave benefits will be provided as follows:

With continuous service of: Receive full pay for:

After 2 months but less One (1) scheduled
than 1 year work week

After 1 year but less Two (2) scheduled
than 3 years work weeks

After 3 years but less than 5 years	Three (3) scheduled work weeks
After 5 years but less than 7 years	Four (4) scheduled work weeks
After 7 years but less than 9 years	Five (5) scheduled work weeks
After 9 years	Six (6) scheduled work weeks

(b) For those employees hired on or after January 1, 1977 and prior to October 1, 1978, the sick leave benefits will be provided as follows:

<i>With continuous service of:</i>	<i>Receive full pay for:</i>
After 6 months but less than 1 year	5 work days
After 1 year but less than 2 years	10 work days
After 2 years but less than 3 years	15 work days
After 3 years	20 work days

(c) For those employees hired on or after October 1, 1978 and prior to March 1, 1996, the sick leave benefits will be provided as follows:

<i>With continuous service of:</i>	<i>Receive full pay for:</i>
After 4 months but less than 1 year	5 work days
After 1 year but less than 2 years	10 work days
After 2 years but less than 3 years	12 work days
After 3 years but less than 5 years	14 work days
After 5 year but less than 7 years	16 work days
After 7 years but less than 9 years	18 work days
After 9 years	20 work days

Section 2. (a) During the second through the fifth year of employment, employees will accumulate one (1) week additional sick leave with pay for each year in which no more than seven (7) working days of sick leave have been used. Beginning with the sixth year of employment, the days of accumulation will be equivalent to the years of employment, but only for those years in which no more than seven (7) working days of sick leave have been used.

(b) Sick leave may be accumulated up to a maximum of sixty (60) days.

(c) 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.

Section 3. (a) When payments under the New York State Disability Law are scheduled to begin, the University agrees to pay the difference between the disability payment and the regular full-time pay of the employee, and to charge the sick leave accumulation one-half (1/2) day for each day of absence. This would be in effect so long as the employee has unused sick leave. Thereafter, the employee would continue to receive disability payments to which he/she is legally entitled. A new employee who is not yet entitled to sick leave credit may receive all disability payments to which he/she is legally entitled.

(b) An employee who has used his/her entire sick leave benefit and who has an extended disability may, upon request, receive a lump sum payment for his/her accrued, unused vacation or any portion thereof.

Section 4. (a) Any employee receiving an injury in the course of his/her employment will receive an amount equal to eighty (80) percent of his/her pay for the period of disability due to said injury up to a maximum of six (6) weeks. Such pay shall not exceed eighty (80) percent of the amount such employee would have received if working at his/her straight-time hourly rate for his/her regularly scheduled hours of work. In the event the injured employee is entitled to compensation for such disability under the Workers' Compensation Law of the State of New York, the University will either pay the part of the amount of such pay as shall not be payable by the insurance carrier or shall pay the entire amount thereof and be reimbursed therefore by the insurance carrier. This Section 4(a) does not apply to employees until they have completed their four (4) month probationary periods.

In no event may an employee receive more in take home pay under this section than he/she would have received if working at his/her regularly scheduled hourly rate, for his/her regularly scheduled hours of work.

(b) If the illness is the result of a disease covered by the Workers' Compensation Law of the State of New York, the University will either pay the part of the amount of eighty (80) percent of regular pay as shall not be payable by the insurance carrier or shall pay eighty (80) percent of his/her regular pay thereof for the period provided above in Section 4 (a) of Article 10 A and be reimbursed therefore by the insurance carrier. This

Section 4(b) does not apply to employees until they have completed their four (4) month probationary periods.

In no event may an employee receive more in take home pay under this section than he/she would have received if working at his/her regularly scheduled hourly rate, for his/her regularly scheduled hours of work.

(c) An employee may choose to receive one hundred percent (100%) pay while on Workers' Compensation if he/she has time in his/her sick leave bank and has had no prior compensation incident for one (1) year. The charge to the employees sick leave bank shall be one-third (1/3) day for each day of absence due to Compensation.

In no event may an employee receive more in take home pay under this section than he/she would have received if working at his/her regularly scheduled hourly rate, for his/her regularly scheduled hours of work.

(d) Employees injured during a riot shall receive full pay and benefits during the entire period of their disability.

In no event may an employee receive more in take home pay under this section than he/she would have received if working at his/her regularly scheduled hourly rate, for his/her regularly scheduled hours of work.

(e) Security Officers hired before March 1, 1996, injured as a result of direct interaction with person(s) arrested, will receive 100% compensation for a period of up to a injured while making an arrest will receive 100% compensation for a period of up to eight (8) continuous months from the date of injury, providing that all procedures have been followed.

In no event may an employee receive more in take home pay under this section than he/she would have received if working at his/her regularly scheduled hourly rate, for his/her regularly scheduled hours of work.

Section 5. Eligible employees are entitled to sick leave pay only when necessarily confined to their homes or to a hospital because of illness or when they are unable to work because of physical disability.

Section 6. It is the responsibility of the employee to see that his/her supervisor is kept properly notified in case of illness or injury. A doctor's certificate will not be required for absence due to illness up to and including three (3) consecutive work days unless the absence occurs before or after a holiday in which cases a certificate will be required. Any pattern of abuse of this privilege will result in a written warning to the employee following which a doctor's certificate can be required for one or more days of absence. At the option of the University, when an employee returns to work after an illness or injury, he/she may be required to prove his/her physical fitness to the satisfaction of the University Health Service before returning to work.

Section 7. Regarding one-day absences, an employee off ill on a pattern of one-day absences in any anniversary year shall, after the third absence, be required to obtain a doctor's certificate to receive pay for his/her next day of illness.

The termination date of each employee's anniversary year shall be used as the date to clear employee's record regarding absence for illness as described immediately above.

The record of days off for illness shall commence at the start of each employee's anniversary year.

Section 8. Employees absent from work on the scheduled day immediately preceding and/or immediately following a vacation period shall not receive sick pay for that day unless a proper doctor's note is submitted to substantiate that illness.

Section 9. The parties shall work together on sick leave in an attempt to avoid disciplinary action on sick leave.

Section 10. If while on sick leave an employee's anniversary date occurs, said employee shall be paid sick leave from his/ her new anniversary year sick leave entitlement, provided the employee is not on disability. Employees may draw from the new year entitlement before drawing from the sick leave bank. Upon passing the anniversary date, the employer shall not be required to pay any days remaining from the old anniversary year.

Section 11. Employees will be notified when they are no longer in a Step of the Absentee Control Program. The regular cycle will be 120 calendar days for each step. **Employees will be notified in writing within 10 business days when they are removed from a Step of the Absence Control Program.**

Section 12. An employee who has sixty (60) days in the bank at the beginning of his/her anniversary year and who uses a limited number of **sick** days during his/her anniversary year, will receive a lump sum payment equivalent to a fixed number of days regular pay at the end of his/her anniversary year based on the following formula:

Total Lost Time:	Lump Sum Payment		
	12 day accrual	20 day accrual	30 day accrual
7 days	1	1	1
6 days	2	2	2
5 days	3	3	3
4 days	4	4	4
3 days	5	5	5
2 or 1 day	6	7	8
No days	7	8	9

Section 13. Each member of the bargaining unit will receive a statement of his/her available sick leave on his/her anniversary date.

ARTICLE 10 B - SICK LEAVE
(EMPLOYEES HIRED ON OR AFTER MARCH 1, 1996)

Section 1. Employees are entitled to sick leave pay in any year calculated from the anniversary date of employment figures at straight-time for regularly scheduled hours of work.

Section 2. (a) Employees, after the four-month probationary period, shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to date of hire, up to a maximum of twelve (12) days per year.

(b) Employees **hired on or after 4/1/08**, after one (1) or more years of employment with the University shall be entitled to a total of twelve additional days of sick leave **each July 1**.

(c) 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.

Section 3. Unused sick leave may be accumulated up to a maximum of sixty (60) days.

Section 4. The sick leave plan supplements the New York State Disability Benefits Law. Benefits payments under the State Disability Law shall commence after an employee has exhausted his/her full pay sick leave entitlement hereunder, and the combination shall not exceed twenty-seven (27) work weeks for non-occupational disabilities.

Section 5. An Employee who is absent as a result of a job related illness or injury may elect to:

(a) receive the statutory Worker's Compensation benefits to the extent to which he/she is entitled; or,

(b) use ten (10) days of his/her sick leave, if available, and, thereafter, may use his/her sick leave, if any, to maintain the full difference between the statutory Worker's Compensation benefits to the extent to which he/she is entitled and a full day's pay at the Employee's regularly scheduled hourly rate, for each day of absence, to the extent permitted by the following schedule:

Less than 1 year	...	1 work week
1 but less than 3 years	...	2 work weeks

3 years but less than 5 years	...	3 work weeks
5 years but less than 7 years	...	4 work weeks
7 years but less than 9 years	...	5 work weeks
9 years and over	...	6 work weeks

Upon exhausting his/her sick leave or having supplemented his/her pay to the extent provided by the schedule (whichever comes first), the Employee will receive the statutory Worker's Compensation benefits to the extent to which he/she is entitled.

In all instances, where on-the-job accident, illness, or injury occurs, the Employee will be required to file an Accident Report with the Employer.

Employees injured during a riot shall receive full pay and benefits during the entire period of their disability.

In no event may an employee receive more in take home pay under this section than he/she would have received if working at his/her regularly scheduled hourly rate, for his/her regularly scheduled hours of work.

Section 6. Security officers hired on or after March 1, 1996, injured as a result of direct interaction with person(s) arrested, will receive 100% compensation for a period of up to six (6) continuous months from the date of injury, providing that all procedures have been followed.

In no event may an employee receive more in take home pay under this section than he/she would have receive if working at his/her regularly scheduled hourly rate, for his/her regularly scheduled hours of work.

Section 7. Eligible employees are entitled to sick leave pay only when necessarily confined to their homes or to a hospital because of illness or when they are unable to work because of physical disability.

Section 8. It is the responsibility of the employee to see that his/her supervisor is kept properly notified in case of illness or injury. A doctor's certificate will not be required for absence due to illness up to and including three (3) consecutive work days unless the absence occurs before or after a holiday in which cases a certificate will be required. Any pattern of abuse of this privilege will result in a written warning to the employee following which a doctor's certificate can be required for one or more days of absence. At the option of the University, when an employee returns to work after an illness or injury, he/she may be required to prove his/her physical fitness to the satisfaction of the University Health Service before returning to work.

Section 9. Regarding one-day absences, an employee off ill on a pattern of one-day absences in any anniversary year shall, after the third absence, be required to obtain a doctor's certificate to receive pay for his/her next day of illness.

The termination date of each employee's anniversary year shall be used as the

date to clear the employee's record regarding absence for illness as described immediately above.

The record of days off for illness shall commence at the start of each employee's anniversary year.

Section 10. Employee's absence from work on the scheduled day immediately preceding and/or immediately following a vacation period shall not receive sick pay for that day unless a proper doctor's note is submitted to substantiate that illness.

Section 11. The parties shall work together on sick leave in an attempt to avoid disciplinary action on sick leave.

Section 12. If while on sick leave an employee's anniversary date occurs, said employee shall be paid sick leave from his/her new anniversary year sick leave entitlement, provided the employee is not on disability. Employees may draw from the new year entitlement before drawing from the sick leave bank. Upon passing the anniversary date, the employer shall not be required to pay any days remaining from the old anniversary year.

Section 13. Employees will be notified when they are no longer in a Step of the Absentee Control Program. The regular cycle will be 120 calendar days for each step. . **Employees will be notified in writing within 10 business days when they are removed from a Step of the Absence Control Program.**

Section 14. An employee who has sixty (60) days in the bank at the beginning of his/her anniversary year and who uses a limited number of **sick** days during his/her anniversary year, will receive a lump sum payment equivalent to a fixed number of days regular pay at the end of his/her anniversary year based on the following formula:

Total Lost Time:	Lump Sum Payment		
	12 day accrual	20 day accrual	30 day accrual
7 days	1	1	1
6 days	2	2	2
5 days	3	3	3
4 days	4	4	4
3 days	5	5	5
2 or 1 day	6	7	8
No days	7	8	9

Section 15. Each member of the bargaining unit will receive a statement of his/her available sick leave on his/her anniversary date.

ARTICLE 11 - GROUP INSURANCE BENEFITS

Section 1.

(a) **NEW PLANS:** Employees will be covered by their choice of one of the following two point of service plans effective January 1, 2003:

- United Health Care 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:**

The United Health Care POS plan will include an employee contribution for full-time employees of \$25 per month for an individual, \$50 per month for employee plus child/spouse coverage and \$75 per month for family coverage.

The Cigna POS will be non-contributory for full-time support staff with respect to monthly premiums (individual, employee plus child/spouse, or family.)

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) **WAIVER: An employee who waives health benefit coverage will not be entitled to retiree medical coverage.**

OPTICAL PLAN:

Effective on the effective date of the point of service plans, the University will no longer deduct optical expenses from the child care allowance provided under Article 12A, Section 5, and the following shall apply:

All employees who participate in the United Health Care 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	UNITED HEALTH CARE PARTICIPANTS ¹	CIGNA PARTICIPANTS ² – 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.

Section 2. (a) Effective May 1, 1999, employees who have completed six 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. There is no six-month waiting period for job-related death.

(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.

(c) The University shall provide an individual copy of the Group Life Insurance policy to all enrolled employees.

(d) Employees who retire on or after October 1, 1995 will be eligible for a five-thousand dollar (\$5,000.00) death benefit. This benefit will be increased to \$6,000.00 effective October 1, 1997.

(e) The Group Insurance Plan is described in detail in a booklet entitled "*Benefits in Brief*" for non-union support staff and members of Local 2110, SSA and TWU.

Section 3-1. (a) The University agrees to coverage, at its expense, for all individual employees and their immediate families under the G.H.I. Type M-1 Basic Dental Plan, or

¹ The total cumulative benefit every 24 months for all hardware is a maximum of \$70 under the United Health Care Plan.

² The benefits for hardware are per item under the Cigna Plan.

equivalent coverage, as of the signing of this Contract.

(b) Effective October 1, 1981, the University agrees to coverage, at its expense, for all individual employees and their immediate families under the G.H.I. Type M-1 Basic Dental Plan with 100% Prosthetics, or equivalent coverage.

(c) Effective January 1, 2006, the University agrees to continue coverage, at its expense, for all individual employees and their immediate families under the G.H.I. Preferred Dental Plan, or equivalent coverage.

(d) The Dental Plans described in (a) (b) and (c) above shall become effective on the first of the month following the completion of the four (4) month probationary period.

(e) The Dental Plan is described more fully in a brochure entitled "*GHI: Dental Insurance Benefits*".

Section 3-2. Effective January 1, 2000:

(a) Alternatively, employees and their families may participate in the Columbia Dental Plan and the Dental Plus Plan as now or hereafter offered to other University employees.

(b) Employees will pay the full cost of these plans.

Section 4. All full-time employees shall be eligible to participate in the University Spending Account (USA) benefit plan. This plan becomes effective on January 1, 1987, or for new employees on the first of the following year after the completion of the four (4) month probationary period. Upon request to the Personnel Benefits Office, a complete description of the details of the University Spending Account Plan will be made available to employees.

Section 5. **The University's combined total contribution to direct child care will be as follows:**

4/1/09	\$85,000
4/1/11	\$90,000

Section 6. Employees may participate in Salary Reduction Account (SRA).

ARTICLE 12 - RETIREMENT PLAN

Section 1. The Columbia University Retirement Plan for all employees covered by this agreement is revised effective October 1, 1989.

Section 2. (a) Employees who work a regular schedule of at least twenty (20) hours per week may retire at the end of the month in which they reach the normal retirement date at their sixty-fifth (65th) birthday.

A minimum of five (5) years of regular continuous service is required for vesting. If an employee is hired after their sixtieth (60) birthday, their service will accrue for vesting after October 1, 1988.

Any employee who reaches their seventieth (70th) birthday must start to receive their retirement benefits no later than April 1, following their seventy and one-half (70-1/2) date of birth, although they may continue their employment.

(b) The Plan permits optional early retirement at or after age sixty (60) if vested and if the employee has completed five (5) years of continuous service just prior to the date of early retirement, or after age fifty-five (55) if the employee has completed ten (10) years of service.

(c)(i) Retired employees twenty (20) years of service and fifty-five years old shall be covered by Blue Cross/Blue Shield at their own expense of 102% of premium as well as Drug Prescription Plan at their own cost until eligible for Medicare.

(c)(ii) Employees eligible for retiree health benefits who qualify under (i) may elect to participate in an HMO or maintain indemnity coverage or any other plan available for active employees, in which case the University will (1) contribute the monthly cost of retiree major medical coverage toward the HMO premium or cost of another plan, and the retiree will pay the balance of the premium, if any OR (2) provide major medical coverage, and the retiree will pay the premium cost of the basic medical plan. Retirees must maintain continuous coverage beginning at the time of retirement, and may not resume coverage once they cease maintaining coverage.

The following chart illustrates the coverage:

Age at Retirement and Years of Service	Retiree Health Benefit	Additional Benefit
55 + under 10 years	None	COBRA only
55 + 10 to 19 years	Major Medical	COBRA only

55 + 20 or more years	(i) Major Medical OR (ii) Dollars in lieu of Major Medical to be used for other coverage	(i) Continuation of basic coverage at 102% at employee expense OR (ii) Maintenance of other coverage at employee expense (for amount above dollars in lieu of Major Medical)
65 + 5 to 9 years	None	Medicare
65 + 10 or more years	Major Medical	Medicare

Section 3. An employee is eligible for a deferred pension if five (5) years of continuous eligible service have been completed prior to age sixty-five (65), except for those employees with twenty (20) years or more of eligible service who will not have their pensions reduced at age sixty-two (62) effective 10/1/89.

Section 4. Effective July 1, 2008,

- 2.0% for the first 10 years of service,
- 2.2% for the next 20 years (11-30) of service
- 2.3% for years of service in excess of 30

Increased pension benefit rates apply to all years of service for all active employees.

Section 5. (a) A participant whose right to retirement benefits is vested is entitled to receive retirement benefits as a result of any disability which causes the termination of his/her status as an employee of the University prior to his/her retirement date. Certification by the University Medical Officer, as to the total and permanent disability of the employee, will be necessary. Pension payments will be based on eligible service credit accumulated to the date of the onset of disability.

(b) The University will establish a Disability Retirement Fund to help offset COBRA costs for employees that go out on disability retirement. The University's annual contribution to the fund will be \$2,000.00 effective December 1, 1998 and December 1, 1999; \$2,500.00 effective December 1, 2000 and December 1, 2001.

Section 6. An employee who has vested in the plan and has attained fifty-five (55) years of age, while still employed by the University, will become eligible for the "Surviving Spouse Coverage" for his/her spouse only if married for at least twelve (12) months. The primary pension benefit will not be reduced to pay for this coverage and the University will cover the entire cost. However, anyone electing the surviving spouse option will receive an actuarial adjustment as specified in the Pension Plan Document.

Section 7. A complete description of the details of the retirement plan will be made available to employees at the Personnel Office upon request. An outline of the pension plan has been provided to each employee in the form of a Plan Summary Document. The Plan outlined in this Article 13 is in conformance with the requirement of the Employee Retirement Income Security Act of 1974 (as amended).

Section 8. The pension plan will be amended to provide:

The 50% survivor benefit of an employee who (i) dies while still in an active status and (ii) when vested under the plan, may be paid to a designated beneficiary on an actuarially adjusted basis. It is understood that Federal law requires that the spouse of an employee must waive his/her right to a joint and survivor annuity in order for anyone other than a spouse to be the designated beneficiary, and that the right to designate a non-spouse beneficiary shall at all times be subject to applicable law, including tax laws. It is further understood that the employee's pension during his/her lifetime is reduced on an actuarial basis whenever any person is designated as a beneficiary.

ARTICLE 13 - TUITION EXEMPTION PLAN

Section 1. The University shall provide tuition exemption as follows:

(a) Full -Time Employees

Less than one (1) year of employment 6 credits per semester
(maximum of two (2) courses)

More than one (1) year of employment 7 credits per semester
(maximum of two (2) courses)

(b) Part -Time Employees (working 25 hours per week)

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

More than one (1) year of employment 4 credits per semester
(maximum of one (1) course)

In the summer semester, the University will retain the right to refuse to offer courses under this tuition exemption plan to employees where such courses are deemed to be inappropriate or inefficient by the University.

Section 2. The spouse and children of any full-time employee shall be entitled to utilize any unused portion of credit which the employee is entitled under this agreement, except that there shall be no accrual of any unused portion or credit.

Section 3. The spouse and children of an employee shall be entitled to apply the employee'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 cases of children, they must be enrolled as candidate(s) for a Bachelor, Professional or higher degree. In case 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 above.

Section 4. There shall be no limitation on the utilization of tuition exemption, as outlined in this agreement, because of the age of an employee's spouse or children.

Section 5. That, as of August 20, 1974, the spouse and children of eligible full-time employees shall be entitled to utilization of any employee's unused portion of credit as outlined in this agreement. For all new hires past that date, the employee's spouse shall be immediately eligible for full utilization as outlined in this agreement, but the employee's children shall not be eligible until the employee has seniority for a minimum of four (4) years at the University.

ARTICLE 14 - PAID AND UNPAID LEAVE

Section 1. Any employee who performs service pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, will be granted all rights as provided by law.

Section 2. An employee will be granted three days special paid leave in the case of death in the family (wife, husband, parents of either spouse, children, brothers and sisters of the employee, grandparents and also for in-laws residing in the employee's household). In addition to said three days special paid leave, 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. Approval for use of such vacation or personal leave will not be unreasonably denied.

When a death in the family occurs outside the employee's household, a leave of absence without pay and without loss of seniority not to exceed five (5) working days may be granted. A request for such a leave must be made by the employee and must be approved by the Supervisor.

Section 3. No salary shall be deducted from employees while they are serving on jury duty. Security officers on jury duty will be given weekends off.

Section 4. Maternity shall be treated as any other non-occupational disability circumstances as set forth in Article 10 A or Article 10 B of the Contract. Medical expenses incurred during pregnancy and maternity delivery shall be covered for all eligible employees under the applicable Medical Plans as would any other disability within the limits set forth in those plans.

The employee shall furnish the Employer with a certificate from her physician stating expected date of delivery. Active employment may continue during the pregnancy at the employee's discretion. However, the University reserves the right to require an authorization from the employee's physician attesting to the employee's ability to carry out normal duties.

Section 5. The University will provide a disability leave for non-occupational and occupational illness and injury as follows:

(a) Up to one (1) year from the last day worked for a non-occupational illness or injury.

(b) Up to one (1) year from the last day worked for an occupational illness or injury. In the case of an occupational injury, where the employee is unable to return to work within the one (1) year period, the employee will undergo a physical examination either by the employee's own doctor, or by the University's doctor, or by both doctors (employee's and University's). Where there is a dispute in the findings of the two doctors, a third doctor chosen by the above two doctors will make a final physical examination of the employee, and the findings of that examination will be final and binding upon all parties. The employee will be released from employment if there is no prognosis for return to his/her position within a definite and reasonable period of time.

Compensation during such leaves shall be within the limits set forth in Article 10 A or Article 10 B with the remainder of the leave being unpaid. Attendance at Workers Compensation Board hearings after return to work shall be paid at the appropriate rate providing that the employee has not exceeded six (6) weeks usage.

Section 6. Employees will be granted leave in accordance with the University's Family and Medical Leave Act Policy.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1. In the event of any dispute arising with regard to the interpretation or application of any of the terms of this agreement, all such matters shall be adjusted in accordance with the following procedure:

Step 1. The employee feeling him/herself aggrieved shall discuss the grievance within five (5) days of the incident giving rise to the grievance with his/her immediate supervisor either alone, or at the employee's option, accompanied by the Shop Steward, or in his/her absence, his/ her duly designated representative. Such immediate supervisor shall give his/her answer to said grievance within five (5) days. Failure on the part of the University to answer a grievance within the time limits provided for shall allow the Union, at its option, to proceed to the next step. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

Step 2. It shall be presumed by the University that the grievance has been disposed of to the satisfaction of the Union and the employee under Step 1 unless within five (5) days after the expiration of the five-day period referred to in Step 1 for the employee's immediate supervisor to give his/her answer, a statement of the existence of a grievance is presented in writing to the head of the department or his/her designated representative in which said employee works. The head of the department or his/her designated representative shall set a date for a hearing to be held within five (5) days thereafter. The hearing may be attended by the said employee and two or three committee members of Local Union No. 241. At such hearing a written statement of the grievance and a summary of the basis for the action authorized by the immediate supervisor shall be drawn up. The department head or his/her designated representative shall give his/her answer in writing to said grievance within five (5) days after the completion of the hearing. Failure on the part of the University to answer a grievance within the time limits provided for shall allow the Union, at its option, to proceed to the next step. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

Step 3. It shall be presumed by the University that the grievance has been disposed of to the satisfaction of the Union and the employee under Step 2 unless within five (5) days after the receipt of the decision at Step 2, the written statement of the grievance is presented to the Vice President for Personnel Management or his/her designated representative for consideration and discussion. The Vice President for Personnel Management or his/her designated representative shall set a date for a hearing to be held within five (5) days thereafter. The hearing may be attended by the said employee, three committee members of Local Union No. 241 and, at the Union's option, a representative of Transport Workers Union of America. The Vice President for Personnel Management or his/ her designated representative shall give written answer to such grievance within five (5) days after completion of the hearing. Failure on the part of the University to answer a grievance within the time limits provided for shall allow the Union, at its option, to proceed to the next step. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

Step 4. It shall be presumed by the University that the grievance has been disposed of to the satisfaction of the Union and the employee under Step 3 unless within five (5) days after the receipt of the decision at Step 3, the Union serves notice in writing to said Vice President for Personnel Management or his/her designated representative that it elects to submit the grievance to arbitration. In such an event, within ten (10) days, the Union shall file for arbitration in writing to the Office of Employee and Labor Relations.

Failure on the part of the University to provide an answer at Step 3 shall allow the Union to proceed to arbitration by filing a written demand for arbitration with the Office of Employee and Labor Relations within ten (10) days following the date that the Step 3 response was due.

There shall be a standing panel of five arbitrators designated for the duration of the collective bargaining agreement to hear all cases arising under the agreement. The arbitrators are:

- i. Ralph Berger**
- ii. Al Viani**
- iii. Jay Nadelbach**
- iv. Stuart Bauchner**

Cases will be heard in rotation order unless otherwise agreed by the parties. Vacancies on the panel shall be filled by joint designation of the parties. If the parties are unable to agree on a new arbitrator, they shall request a list of nine (9) names from the American Arbitration Association and shall alternately strike names from the list.

The decision of the arbitrator shall be final and binding upon the parties to the agreement. The arbitrator shall have authority to interpret and apply the provisions of this agreement as may be involved in said grievance but shall not have any power or authority to alter in any way any of the terms and provisions of this agreement.

The cost of such arbitration shall be borne equally by both parties to this agreement.

American Arbitration Association rules or such other mutually agreeable method shall be utilized for all cases.

All time limits herein specified shall be exclusive of Saturdays, Sundays, and holidays.

Section 2. The Union may file grievances concerning complaints about Security management directly with the Vice President – Facilities Management.

Section 3. The University agrees to provide relevant non-confidential information concerning a Step 2 grievance hearing on a timely basis prior to the date of the hearing upon receipt of a timely request. Management will notify the union in writing when it

believes that information requested is irrelevant or confidential. Disputes concerning this provision can be brought to Step 3 as part of the underlying grievance (see grievance form attached as Exhibit D).

Section 4. The parties agree to implement the grievance from attached as Exhibit D.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. No employee shall be discharged after four (4) months of continuous service, except for just and sufficient cause. Any employee who is discharged after four (4) months of continuous service, or aggrieved by disciplinary action taken by the University (other than action taken by the University pursuant to Article 2, Section 2 hereof), shall have the right to have such action considered as a grievance and settled by the grievance procedure established under this agreement in Article 15. If such discharge or disciplinary action is determined to be unjustified, the employee shall be entitled to reinstatement, and/or back pay if loss of pay resulted from said disciplinary action.

Section 2. No employee may be suspended or terminated at the first step except for drunkenness, theft, assault, drug abuse and serious misconduct.

Section 3. Written warnings contained in an employee's record will not be taken into consideration after one year for all actions except in disciplinary cases, i.e. drunkenness, theft, assault, drug abuse and serious misconduct (for example sexual harassment, fraud, threatening behavior, tampering with time records). Copies of individual letters of warning will be provided to the Union at the time they are delivered to the employee.

Section 4. Tardiness will continue to be handled on a case-by-case basis.

Section 5. Management may offer that vacation time be surrendered in lieu of unpaid disciplinary suspension on a day-for-day basis subject to the employee's agreement and provided that the employee retains at least five (5) vacation days after the suspension.

ARTICLE 17 HEALTH AND SAFETY

Section 1. (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.

Section 2. The University shall provide, on work time, safety and health training which is either required by law or agreed to between the parties.

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

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

Section 4. 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, including locker rooms;
- health and safety training;
- specific tasks as they impinge on safety.

Section 5. The Office of Environmental Health and 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;
- he/she will notify the Office of Environmental Health and Safety, in advance, of his/her visit;
- a representative of the Office of Environmental Health and 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.

Section 6. All employees potentially exposed to biohazard areas will be issued radiation tags. Appropriate training will be given.

Section 7. Safety medical kits shall be supplied by the University and placed at locations throughout the University grounds and shall be provided in all locker rooms.

ARTICLE 18

WORKING CONDITIONS

Section 1. (a) Uniforms shall be furnished by the University to all employees who are required to wear uniforms. The University will replace any work clothes destroyed, mutilated or damaged beyond repair because of conditions arising out of and in the course of employment in the service of the University, including normal wear and tear. Security Officers assigned to the dormitories shall be supplied two (2) uniform trousers and one (1) uniform hat at University expense. All damaged or worn uniforms and/or equipment must be returned to the University at the time when replacements are issued.

(b) New employees shall be fitted for uniforms within the first thirty (30) days of employment.

(c) The University shall provide cold weather gear and rubbers to all employees who regularly perform outside work.

(d) New shields shall be issued to all Security Officers reflecting their change in title.

(e) Since the University requires an employee to wear safety shoes or other authorized footwear as part of his/her work uniform, once each year the **University shall supplement the cost of such shoes at the rate of \$86.00 effective April 1, 2009. Effective April 1, 2011, the shoe allowance shall be increased to \$88.00.** This shoe allowance shall be paid provided that the shoes are worn while at work. This provision shall apply to all employees.

(f) **The clothing allowance shall be \$195.00 effective April 1, 2009. Effective April 1, 2011, the allowance will be \$198.00.**

(g) Whenever available, a "walkie-talkie" shall be supplied to each Security Officer.

(h) Summer ventilation hats will be provided to Security Officers.

Section 2. A revised edition of the Security Handbook shall be issued to all Security Officers. Each addition to the handbook shall be distributed and signed for at the time of distribution.

Section 3. (a) Employees may use air-conditioned areas for lunch, where available.

(b) Microwaves and refrigerators shall be provided.

(c) All Campus garage and Baker Field trucks (exclusive of other types or vehicles) shall be equipped with heaters.

Section 4. All employees covered by the agreement will be required to take a medical (physical) examination to be eligible for employment as a Security Officer.

ARTICLE 19 - MISCELLANEOUS

Section 1. Whenever notice is required or permitted to be given from one of the parties to any other, it shall be deemed to be given if mailed by registered mail, securely enclosed in a sealed wrapper, postage prepaid, addressed, if to the University, Attention of the Vice President for Human Resources, Mail Code 7705, Morningside Heights, New York, New York, 10027 and, if to the Transport Workers Union or Local No. 241, or to any officers of said Local Union to any such addressee, Box 23, Columbia University, New York, New York 10027.

Section 2. (a) It is agreed that a procedure will be implemented to provide for the calculation of federal income tax on vacation pay (other than terminations) separately by payroll weeks, provided that each employee who desires an advance vacation check makes such request as required at least two weeks prior to the beginning of the vacation period.

(b) Each employee will receive verification from his/her department that his/her vacation pay advance has been authorized at least two days in advance of the date the check is due, provided that the employee has followed all appropriate departmental procedures.

(c) Each department will identify a designated advocate to resolve questions and/or problems regarding vacation checks. If at the end of 4 months the problems continue, the parties will meet to negotiate alternatives.

Section 3. The University will establish a "check-off" for use in making employee contributions to a credit union when authorized by a signed authorization card from the employee.

Section 4. The use of student guards shall be restricted to the Residence Halls except in emergency circumstances.

Section 5. Security Officers hired no later than 1962 who have made known their desires to remain on assignment in the Residence Halls shall be "grand-fathered" as Security Officers on assignment in the Residence Halls.

Section 6. The two (2) Security Officers currently located at Prentis will be "grandfathered" on permanent assignment at that location. A third position at Prentis will be filled on the open shift by permanent assignment. These positions will not rotate as required under Article 6, Section 3 (o), but will continue to be filled based on operational needs.

Section 7. Employees shall be allowed to authorize payroll deductions for political contributions to a fund known as the "Committee on Political Education" (the "Committee"). It shall be the responsibility of the Union to obtain and deliver such authorization cards to the University. The content of such cards shall be agreed to by the University and the Union.

Upon receipt of authorization cards, the University shall begin weekly payroll deductions on the first feasible payroll.

The University shall deduct the actual expense of making the payroll deductions by a deduction from the contributions. Contributions shall be transmitted to the Committee on a monthly basis, after the payroll deductions are made.

Section 8. The letter, dated April 13, 1995, regarding the Mortgage Assistance Program, will continue to apply to members of the Local 241 bargaining unit as long as the program is in effect.

Section 9. The parties will establish a joint labor-management committee to deal with training of employees other than mechanics. Funds will be allocated to investigate training needs and to provide training in accordance with the committee's recommendations. The fund will consist of \$15,000 per year for the periods July 1999 – June 2000, July 2000 – June 2001, and July 2001 – June 2002. Unspent funds in any year will be carried over to the following year.

Section 10. The University will provide anti-terrorism training on a one- time basis to Security Officers on University time.

Section 11. The parties agree to meet and discuss alternatives to the check cashing van with the understanding that the van is to be discontinued; however the employer shall continue to provide a convenient check cashing service.

ARTICLE 20- NO STRIKE-NO LOCKOUT

Section 1. It is the intent of the parties that the grievance and arbitration procedures set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between them under this agreement and that, therefore, the University will neither cause nor permit a lockout or other anti-Union action, and that the Union will not engage in a strike, walkout, slowdown, or other curtailment of work during the life of this agreement.

ARTICLE 21 - CONFORMITY TO LAW

Section 1. Should any part of this agreement be held to be illegal or in violation of Federal or State Statute by any court or authorized agency having jurisdiction thereof, the agreement shall be deemed to exclude such part and the balance of said agreement shall continue to be valid as though the objectionable part had never been included. The parties shall forthwith enter into negotiations for the purpose of eliminating such part by substituting language therefor which does not violate said statute or decision.

Section 2. This agreement shall be superseded by any lawful regulation which is or may be imposed by any governmental authority having jurisdiction in the premises, to the extent that such regulation is in conflict with any of the terms or provisions of this agreement.

ARTICLE 22 - TERM OF AGREEMENT

Section 1. This agreement became effective **on April 1, 2008**, and remains in force until **March 31, 2013**, and from year to year thereafter provided, however, that should either party desire to terminate this agreement or modify any portion of any of the terms hereof, at the end of such period, it shall notify the other party in writing of its desire not less than sixty (60) days prior to the end of such period.

Section 2. Negotiations upon such proposed changes or amendments of the terms of this agreement specified in such notice shall begin not later than fifty (50) days prior to the expiration date of such period, and shall continue until agreement is reached or until this agreement has been terminated on ten (10) days' notice, as hereinafter provided. During said negotiations, this agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date of such period, either party, on ten (10) days' notice to the other, may terminate this agreement. If negotiations result in changes in wages, such changes shall be retroactive to the expiration date of the period with respect to which notice was given pursuant to the first section of this paragraph.

Section 3. This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.

Section 4. This agreement embodies the full terms of the agreements between the University and the Union and may be changed during the term hereof only by mutual agreement in writing between the Union and the University.

Section 5. Modifications to the collective bargaining agreement between the University and Local 241 must be negotiated with, and signed by, the President of Local 241 or his/her designee, and the Vice President for Human Resources or his/her designee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representative thereunto duly authorized on this **29th day of March, 2008.**

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

Sheila Garvey
Assistant Vice President
Labor Relations

TRANSPORT WORKERS
UNION OF AMERICA,
AFL-CIO LOCAL UNION
NO. 241:

Jerome LaFragola
International Representative

Enso Rodriguez
President

Notes

EXHIBIT A

COLUMBIA UNIVERSITY WAGE SCHEDULE

Security Officers

Employees hired prior to March 26, 1999

	4/1/2008	4/1/2009	4/1/2010	4/1/2011	4/1/2012
	3.25%	3.00%	3.00%	4.00%	3.25%
Security Officer	\$20.46	\$21.07	\$21.71	\$22.57	\$23.31
Security Officer, S.P.	\$21.31	\$21.95	\$22.61	\$23.51	\$24.27
Security Officer, Motorized	\$22.60	\$23.27	\$23.97	\$24.93	\$25.74
Security Officer, Motorized, S.P.	\$23.47	\$24.17	\$24.90	\$25.89	\$26.73

Employees hired after April 1, 2005

Effective 4/1/08

	3.25%	80.0%	80.0%	82.5%	85.0%
Security Officer	\$20.46	\$16.37	\$16.37	\$16.88	\$17.39
Security Officer, S.P.	\$21.31	\$17.05	\$17.05	\$17.58	\$18.11
Security Officer, Motorized	\$22.60	\$18.08	\$18.08	\$18.64	\$19.21
Security Officer, Motorized, S.P.	\$23.47	\$18.77	\$18.77	\$19.36	\$19.95

Employees hired after April 1, 2005

Effective 4/1/09

	3.00%	80.0%	80.0%	82.5%	85.0%
Security Officer	\$21.07	\$16.86	\$16.86	\$17.39	\$17.91
Security Officer, S.P.	\$21.95	\$17.56	\$17.56	\$18.11	\$18.65
Security Officer, Motorized	\$23.27	\$18.62	\$18.62	\$19.20	\$19.78
Security Officer, Motorized, S.P.	\$24.17	\$19.34	\$19.34	\$19.94	\$20.55

Employees hired after April 1, 2005

Effective 4/1/10

	3.00%	80.0%	80.0%	82.5%	85.0%
Security Officer	\$21.71	\$17.36	\$17.36	\$17.91	\$18.45
Security Officer, S.P.	\$22.61	\$18.08	\$18.08	\$18.65	\$19.21
Security Officer, Motorized	\$23.97	\$19.18	\$19.18	\$19.78	\$20.38
Security Officer, Motorized, S.P.	\$24.90	\$19.92	\$19.92	\$20.54	\$21.16

Employees hired after April 1, 2005

Effective 4/1/11

	4.00%	80.0%	80.0%	82.5%	85.0%
Security Officer	\$22.57	\$18.06	\$18.06	\$18.62	\$19.19
Security Officer, S.P.	\$23.51	\$18.81	\$18.81	\$19.40	\$19.98
Security Officer, Motorized	\$24.93	\$19.95	\$19.95	\$20.57	\$21.19
Security Officer, Motorized, S.P.	\$25.89	\$20.71	\$20.71	\$21.36	\$22.01

Employees hired after April 1, 2005**Effective 4/1/12**

	3.25%	80.0%	80.0%	82.5%	85.0%
Security Officer	\$23.31	\$18.65	\$18.65	\$19.23	\$19.81
Security Officer, S.P.	\$24.27	\$19.42	\$19.42	\$20.03	\$20.63
Security Officer, Motorized	\$25.74	\$20.59	\$20.59	\$21.24	\$21.88
Security Officer, Motorized, S.P.	\$26.73	\$21.39	\$21.39	\$22.06	\$22.72

Employees hired after March 26, 1999 and on/before April 1, 2005**Effective 4/1/08**

	3.25%	80.0%	85.0%	90.0%	95.0%
Security Officer	\$20.46	\$16.37	\$17.39	\$18.41	\$19.44
Security Officer, S.P.	\$21.31	\$17.05	\$18.11	\$19.18	\$20.24
Security Officer, Motorized	\$22.60	\$18.08	\$19.21	\$20.34	\$21.47
Security Officer, Motorized, S.P.	\$23.47	\$18.77	\$19.95	\$21.12	\$22.29

Employees hired after March 26, 1999 and on/before April 1, 2005**Effective 4/1/09**

	3.00%	80.0%	85.0%	90.0%	95.0%
Security Officer	\$21.07	\$16.86	\$17.91	\$18.97	\$20.02
Security Officer, S.P.	\$21.95	\$17.56	\$18.65	\$19.75	\$20.85
Security Officer, Motorized	\$23.27	\$18.62	\$19.78	\$20.95	\$22.11
Security Officer, Motorized, S.P.	\$24.17	\$19.34	\$20.55	\$21.75	\$22.96

Employees hired after March 26, 1999 and on/before April 1, 2005**Effective 4/1/10**

	3.00%	80.0%	85.0%	90.0%	95.0%
Security Officer	\$21.71	\$17.36	\$18.45	\$19.53	\$20.62
Security Officer, S.P.	\$22.61	\$18.08	\$19.21	\$20.34	\$21.48
Security Officer, Motorized	\$23.97	\$19.18	\$20.38	\$21.58	\$22.77
Security Officer, Motorized, S.P.	\$24.90	\$19.92	\$21.16	\$22.41	\$23.65

Employees hired after March 26, 1999 and on/before April 1, 2005**Effective 4/1/11**

	4.00%	80.0%	85.0%	90.0%	95.0%
Security Officer	\$22.57	\$18.06	\$19.19	\$20.32	\$21.44
Security Officer, S.P.	\$23.51	\$18.81	\$19.98	\$21.16	\$22.33
Security Officer, Motorized	\$24.93	\$19.95	\$21.19	\$22.44	\$23.69
Security Officer, Motorized, S.P.	\$25.89	\$20.71	\$22.01	\$23.30	\$24.60

Employees hired after March 26, 1999 and on/before April 1, 2005

Effective 4/1/12

	3.25%	80.0%	85.0%	90.0%	95.0%
Security Officer	\$23.31	\$18.65	\$19.81	\$20.98	\$22.14
Security Officer, S.P.	\$24.27	\$19.42	\$20.63	\$21.85	\$23.06
Security Officer, Motorized	\$25.74	\$20.59	\$21.88	\$23.17	\$24.46
Security Officer, Motorized, S.P.	\$26.73	\$21.39	\$22.72	\$24.06	\$25.40

EXHIBIT B

RELEASE TIME

The following sets forth the policy concerning release time and payment to Union Officials, Shop Stewards and members for time spent away from work:

1. Time Off With Pay--

- (a) As per Article 1, Section 5 of the Contract, Union Shop Stewards shall be released for a maximum of two (2) hours off with pay, each month, to attend union meetings. There shall be a maximum of two (2) such meetings per month. The unused time shall not accrue from month to month.
- (b) Stewards shall be paid for time away from work to represent grievants from their respective departments in Steps 1, 2 and 3 of the Grievance Procedure.
- (c) The Local President and Union Officials shall be paid for time absent from work to present grievances in the Steps 2 and 3 of the Grievance Procedure at the request of the steward or aggrieved member in the department in which the grievance arose.
- (d) Union members shall be paid for time spent in meetings requested by the University.

2. Time Off Without Pay--

- (a) Time spent in the transaction of business which is unrelated to the functioning of the University such as time spent at the Union's International or Local Officer.
- (b) Time spent in arbitration hearings.
- (c) Time spent in contract negotiations.

Where the Union Shop Steward or Union Official, in his/her official capacity, needs to leave the work place to attend to any union business he/she will, after obtaining his/her supervisor's permission to leave, punch out.

In all the above instances if the Employee, Shop Steward or Union official requires time off (with or without pay), he/she must give his/her supervisor at least 24 hours notice of such meetings. Approval for granting time off regardless of whether such time off is to be with or without pay, shall be determined by management based on the operating needs of the Department.

Paid or unpaid time shall be counted towards the 40 hour requirement beyond which the sixth and seventh day premiums are paid under Article 5, Section 3.

EXHIBIT C

SAME-SEX DOMESTIC PARTNER MEDICAL COVERAGE

You may cover your same-sex domestic partner (and his or her children, if any) under the Medical Plan, 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 monthly 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 D

GRIEVANCE FORM

**TRANSPORT WORKERS UNION OF AMERICA
LOCAL 241 GRIEVANCE FORM**

Grievant Name:	Date:
Job Title:	Work Location:
Summary of Grievance:	
<p>Use additional paper if needed.</p>	

Contract provision(s) violated:
<p>Use additional paper if needed.</p>
Remedy Sought:
<p>Use additional paper if needed.</p>

Member's Signature:	Date:
----------------------------	--------------

STEP 1	STEP 2	STEP 3
Steward: (SIGNATURE)	Steward: (SIGNATURE)	Steward:
Received By: (PRINT)	Received By: (PRINT)	Faxed on:
Date:	Date:	Date:
Time:	Time:	Time:
Action Taken:	Action Taken:	
Date:	Date:	

*Attach all relevant documentation to this form when responding.

INFORMATION REQUEST SECTION (FOR STEP 2 USE ONLY):	Provided	Confidential	Non-Relevant	Date
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

One Copy Each to: Management Member Union Office

Columbia TWU – Security Officers. Merit Pay Scale

Points Achieved Categories	Award per total Points Achieved
25	\$1,000
23 – 24	\$750
21 – 22	\$625
19 – 20	\$500
17 – 18	\$375
15 – 16	\$250
Below 15	\$0

Guidelines

1. Five Criteria: Sick Leave; Punctuality; Customer Service; Appearance; and Voluntary attendance at, and successful completion of 1 -hr monthly modular training courses
2. Score from 0 to 5 on each criteria, with 5 the highest
3. To be eligible for the merit program, employee must score above 0 in each category.
4. Points Achievement Scale:

- Sick Leave: *	- 0 to 1 Day Out	= 5 points
	- 2 to 3 Days Out	= 4 points
	- 4 to 5 Days Out	= 3 points
	- 6 to 7 Days Out	= 2 points
	- 8 to 9 Days Out	= 1 point
	- 10 Days or more Out	= 0 points

* Days out due to injuries incurred as a result of direct interaction with person(s) arrested (pursuant to Articles IO.A.4e & IO.B.6) shall not be counted as days out, providing that Officer works a minimum of 6 months in the year.

Columbia TWU – Security Officers. Merit Pay Scale

4. Points Achievement (cont.)

- Punctuality:	- 0-1 pay deductions for lateness	= 5 points
	- 2 pay deductions for lateness	= 4 points
	- 3 pay deductions for lateness	= 3 points
	- 4 pay deductions for lateness	= 2 points
	- 5 pay deductions for lateness	= 1 point
	- 6 or more pay deduction for lateness	= 0 points
- Customer Service	- All Security Officers start with 3 points and have points deducted or added, to end anywhere with from 0 to 5 points.	
- Appearance	- 0 verbal notices of infraction	= 5 points
	- 1 verbal notice of infraction	= 4 points
	- 2 verbal notices of infraction	= 3 points
	- 3 verbal notices of infraction	= 2 points
	- 4 verbal notices of infraction	= 1 point
	- 5 verbal notices of infraction	= 0 points
- Voluntary attendance at, and successful completion of 1-hr monthly modular training courses	- 10 courses successfully completed annually	= 10 points
	- 9 courses successfully completed annually	= 9 points
	- 8 courses successfully completed annually	= 8 points
	- 7 courses successfully completed annually	= 7 points
	- 6 courses successfully completed annually	= 6 points
	- 5 courses successfully completed annually	= 5 points
	- 4 courses successfully completed annually	= 4 points
	- 3 courses successfully completed annually	= 3 points
	- 2 courses successfully completed annually	= 2 points
	- 1 courses successfully completed annually	= 1 point
	- No courses completed	= 0 points

Columbia TWU - Security Officers. Merit Pay Scale

Notes:

- Public Safety Officer of the Month Program will continue with one (1) TWU member on the committee to discuss awards.
- Merit program from July through June, payout in Fall or December.
- Minimum of twelve (12) months employment required for eligibility.
- Union will be provided with schedule of names and payouts for merit winners annually.
- Officer of the Month not included in the Customer Service category.

March 20, 1996

Mr. Samuel Delgado
President
Local 241-TWU
Columbia University
Box 23 Central Mailroom

Dear Sam:

A joint Labor-Management Committee will meet within 60 days of the signing of the Agreement to consider the creation of a new job title in Security, at a lower classification and rate of pay than that of a Security Officer, that can be used in appropriate situations as an alternative to contract guards. Nothing herein, however, limits the University's right to continue subcontracting guard services.

Sincerely,

Colleen Crooker
Vice President
Human Resources

AGREED TO ON BEHALF OF;
LOCAL 241-TWU

Samuel Delgado, President

March 20, 1996

Mr. Samuel Delgado
President
Local 241-TWU
Columbia University
Box 23 Central Mailroom

Dear Sam:

The following restates Columbia University's policy regarding post mortem pay which will continue to apply to members of the Local 241 bargaining unit as long as it is in effect.

"In the event of the death of a regular (full-time and part-time) supporting staff employee, the base salary is continued for a period of twenty-two working days following the date of death... Any unused accrued vacation and floating holidays at the time of death will be paid in addition to post-mortem pay."

Sincerely,

Colleen Crooker
Vice President
Human Resources

April 13, 1995

Mr. Samuel Delgado
President
Local 241-TWU
Columbia University
Box 23 Central Mailroom

Re: Mortgage Assistance Program

Dear Sam:

Columbia University is in the final stages of developing a new Mortgage Assistance Program with PHH US which is the 15th largest mortgage lender in the country and the 2nd largest in corporate programs. PHH US is listed on the New York Stock Exchange and is servicing a mortgage portfolio of 17 billion dollars--in 1993 alone it originated over 85,000 mortgages.

In general, PHH interest rates will be less than the average rate offered by other lenders. Other program features will include reduced and simplified closing costs, more liberal income qualification requirements, minimum down payments, rate lock-ins, dedicated consultants and a 1-800 number, expedited decisions on commitments and special programs for first-time home buyers and individuals with modest incomes.

Columbia will make this general program available to all full-time officers and non-union support staff as well as alumni. There will be a special additional program available tenured and senior clinical faculty and a small group of administrative officers.

We would be pleased to include the full-time employees who you represent in the general program, subject only to your agreeing that Columbia will have the right to modify or eliminate the general program on the same terms as are available to full-time officers and support staff.

If you agree to the foregoing, please sign and return to me the enclosed copy of this letter.

Sincerely,

AGREED:

/s/ Brian J. Tunney

/s/ S. Delgado

Brian J. Tunney
Director,
Employee & Labor Relations

Samuel Delgado, President
Local 241-TWU/AFL-CIO

COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

HUMAN RESOURCES

May 9, 1997

Mr. Samuel Delgado, President
Transport Workers Union of America. Local 241
Box 23 – Central Mail Department
Columbia University
New York, NY 10027

Re: Disability Retirement Fund

Dear Sam,

The following is our agreement for implementing the Disability Retirement Fund established in the collective bargaining agreements between Columbia University and TWU Local 241:

1. At the end of every contract year, the parties will review the list of all TWU members who have retired on a disability and who have elected to continue their health benefits under COBRA. The total amount paid by each employee in the prior contract year will be considered in the review.
2. For the October 1995 – September 1996 contract year, the maximum monthly benefit payable to each eligible employee will be twenty-five dollars (\$25.00). For the October 1996 – September 1997 contract year, the parties anticipate that the same maximum benefit will be payable; however, the parties may by agreement change the maximum based upon the number of eligible employees and the amount of COBRA payments made as compared to the available fund balance. For the October 1997 – November 1998 contract year, the parties will determine the anticipated maximum in October 1997.
3. Employees who have expended less than the maximum monthly benefit amount in months for which they are eligible will receive full reimbursement. Employees who have expended more than the maximum monthly benefit amount in months for which they are eligible will be limited to the maximum monthly benefit.

4. Funds not expended in one contract year will be carried over into the subsequent contract year.
5. The list of eligible employees, amount of reimbursement for the October 1995 – September 1996 contract year, and carry-over for the current contract year is attached.

If the foregoing is acceptable to the Union, please sign one copy of this letter and return it to me.

Sincerely,

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

AGREED:

Samuel Delgado, President
TWU Local 241

cc: Colleen Crooker

September 17, 1998

Mr. Samuel Delgado, President
Transport Workers Union of America, Local 241
Box 23 - Central Mail Department
Columbia University
New York, NY 10027

Re: Pension Credit

Dear Sam,

This will confirm the status of pension credits for union officials who are members of TWU Local 241 and employees of Columbia University, and who take time off to perform union business.

An employee who goes on an unpaid leave of absence or otherwise goes into a zero salary status would not receive credited service for the period of the leave. This would reduce the total service used to compute the final pension under both of the pension formulae used in the TWU plan. There is one exception to this rule: up to six months of unpaid leave in any three-year period will be included in service. (An example of this would be an employee who took a two-year leave of absence to work as a full-time union officer. Only six months of this time would be credited, provided that the employee has not taken more than six months in any three-year period.)

An employee who takes occasional time off, but who remains in an active status and continues to work as a regular employee, would not lose credited service. Therefore, his/her pension would not be affected. (An example of the kind of absence which would not affect credited service is a shop steward who requests two hours off to attend a grievance meeting, but who otherwise works the balance of the day.)

I hope that this information is responsive to your question.

Sincerely,

David M. Cohen
Director - Employee and Labor Relations

Cc: Mary Ann Meeker

September 17, 1998

Mr. Samuel Delgado, President
Transport Workers Union of America, Local 241
Box 23 - Central Mail Department
Columbia University
New York, NY 10027

Re: Health Benefits

Dear Sam,

This will confirm our discussion about how long an employee on leave continues to receive health benefits.

Each benefit plan provides for the termination of coverage at the time that an employee goes on an **unpaid** leave of absence, unless the employee pays the required premiums during the approved period of the leave. This covers medical, dental, optical, USA, and tuition exemption benefits. Life insurance coverage continues for up to 12 months during an approved leave; thereafter the employee must pay the premiums.

Coverage for health benefits ends on the last day of the calendar month in which the unpaid leave begins. The employee is notified by Human Resources about the cost and procedure for continuing benefits during the remainder of the unpaid leave.

The exception to this rule is for an employee on Family and Medical Leave under the University's policy and the Family and Medical Leave Act. Coverage for an eligible employee continues for the first 12 weeks of FMLA leave (paid and/or unpaid), and ends on the last day of the calendar month during which the leave expires. (While on FMLA leave, the employee must make any required employee contributions, whether the employee receives pay from the University, other benefits in lieu of pay, or no pay or other benefits in lieu of pay.)

Specifically with regard to an employee on extended sick leave, disability, or workers' compensation, the employee's coverage terminates on the last day of the month during which the FMLA leave expires **OR** the last day of the month during which the employee stops receiving pay from the University, whichever is **later**. State disability and workers' compensation benefits are not pay from the University, and employees do not receive

health benefits even if they are receiving those payments after the FMLA leave expires. Sick leave payments by the University pursuant to the collective bargaining agreement are pay from the University, and benefits continue so long as the employee continues to receive such payments, even after the expiration of FMLA leave (again, provided the employee makes any required employee contributions) .

I hope that this information clarifies the University's policies in this matter.

Sincerely,

David M. Cohen
Director - Employee and Labor Relations

Cc: Mary Ann Meeker

COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

HUMAN RESOURCES

Samuel Delgado
President
TWU, Local 241 AFL-CIO
Box 23
Central Mail Room
Columbia University
New York, N.Y. 10025

November 11, 2002

Re: Article VI, Wages & Scheduling, Section 3 (b)
(Maintenance and Custodial Employees)
(Security)

Dear Sam:

The following outlines our agreement with respect to payment for the sixth and seventh day of the work week:

An employee who works his/her five regularly scheduled work days of the work week, or a holiday or scheduled vacation day occurs on any of the five regularly scheduled work days, will receive pay for assigned work on the sixth and/or seventh day of the work week, as follows:

1. An employee who reports for a sixth shift or work day in a work week will receive time and one-half for all hours worked, except as provided below.
2. An employee who reports for a seventh shift or work day in a work week will receive double time for all hours worked.
3. An employee who reports to work on a sixth day and works a double shift (16 consecutive hours) will receive time and one-half for the first 8 hours and double time for the second 8 hours.
4. An employee who works less than a double shift (less than 16 consecutive hours) which overlaps the sixth and seventh days in the work week will receive time and one-half for all hours worked. The employee will receive double time for all hours worked if he/she reports for an additional shift or assignment on the seventh day.

OFFICE OF EMPLOYEE AND LABOR RELATIONS

1220 Interchurch Center Mail Code 7710 475 Riverside Drive New York, NY 10115 212-870-2801 Fax 212-870-2810

The above supersedes any prior agreement, understanding, memoranda or past practice.

The Union withdraws the grievance in the case of A. Monzko/M. Ramchandren.

This agreement shall be effective immediately, and will not apply retroactively.

Sincerely,



David M. Cohen
Assistant Vice President, Employee & Labor Relations

Agreed:



Sam Delgado, President

Cc: Marco Valera
William D. Marchand
D. Ross Fraser
Harris Schwartz
David Dewhurst
Renee Riley
George Smartt

SIDE LETTER

In the event of a University-declared emergency where Security Officers are ordered in for mandatory performance of their duties, parking will be provided for a limited period of time for a limited number of personnel.

TABLE OF CONTENTS

- **SICK LEAVE, DISABILITY AND WORKERS' COMPENSATION**

A summary of benefits under the collective bargaining agreement between the University and TWU, Local 241.

- **NEW YORK STATE DISABILITY**

An outline of New York State Disability benefits, including procedures for filing a claim, explanation of when benefit payments are made and who to call for information.

- **WORKERS' COMPENSATION CLAIMS PROCEDURE**

Procedure for filing a claim, including who to call for information.

For: Columbia University

For: TWU, Local 241, AFL-CIO

David M. Cohen, Assistant Vice President
Employee & Labor Relations

Samuel Delgado, President

NEW YORK STATE DISABILITY

The attached *New York State Disability Form (DB-450)* must be filled out if you are absent from work due to an illness or injury that is **not** job related for more than seven consecutive calendar days (five work days), regardless of whether or not you are receive sick leave pay. *Job related illness or injury is covered under New York State Workers' Compensation.*

WHAT ARE NEW YORK STATE DISABILITY BENEFITS?

New York State Disability benefits are cash benefits paid to eligible employees who are unable to work due to an illness or injury that is **not** job related. New York State Disability benefits are:

- calculated at 50% of the employee's average weekly gross wages (based on the last 8 weeks prior to the start of the disability) to a maximum of \$170.00 per week.
- paid after a waiting period of seven consecutive calendar days, beginning on the 8th calendar day of disability.
- paid for a maximum of 26 weeks during a period of 52 consecutive weeks.

YOU SHOULD NOTE:

The 26 weeks includes any period of paid sick leave. An employee will **not** receive New York State Disability benefits while he/she is receiving sick leave pay.

See: SICK LEAVE, DISABILITY AND WORKERS' COMPENSATION for a summary of sick leave, disability and workers' Compensation benefits under the collective bargaining agreement between the University and TWU, Local 241.

PROCEDURE FOR FILING A CLAIM:

Once an employee is absent due to reported illness for a period of more than seven consecutive calendar days, the supervisor or departmental administrator will mail the employee a *New York State Disability Claim Form (DB-450)*.

COMPLETING THE FORM:

PART A – CLAIMANT'S STATEMENT...filled out by the **EMPLOYEE**
(Items 1 through 12, including signature)

PART B – HEALTH CARE PROVIDER'S STATEMENT...filled out by the **DOCTOR**
(Items 1 through 9)

TO BE COMPLETED BY EMPLOYER...filled out by the **UNIVERSITY**

When the form is completed the employee should make a copy for his/her records and mail the original to:

Columbia University
Return to Work Program, Office of Employee and Labor Relations
475 Riverside Drive Room 1220
New York, NY 10115

TIME LIMITS FOR FILING A CLAIM:

- the claim form (DB-450) must be returned to the Disability Desk *no later than 30 days from the start of the disability*, as required by law.
- if the claim is filed late, the employee will *not be paid for any disability period more than 2 weeks prior to the date the claim is filed*.
- the employee may be entitled to benefit payments if he/she can show that it was not reasonably possible to file any earlier, and that the claim was filed as soon as possible.
- the claim will be rejected if it is filed more than 26 weeks after the start of the disability.*

BENEFIT PAYMENTS:

Your claim will be sent by the Disability Desk to the University's insurance carrier:

**Fiduciary Insurance Co. of America
116 John Street
New York, N. Y. 10038**

Once the claim is received by the insurance company:

- payments will be issued approximately every 2 weeks.
- the employee will receive along with each payment check a supplemental form to be completed by his/her doctor. This is to certify that he/she is under the doctor's continuous care for the duration of the disability.
- the supplemental forms must be returned by the employee (or the employee's doctor) to Fiduciary Insurance Co. of America on a timely basis in order for the benefit payments to continue.

REMEMBER...

In addition to filing the New York State Disability Claim Form (DB-450), you must provide your supervisor with medical documentation (a doctor's note) to cover your absence as well as keep him/her properly updated with respect to your anticipated return to work date.

WHO TO CALL TO FOLLOW UP ON YOUR CLAIM OR IF YOU NEED INFORMATION:

Fiduciary Insurance Co. of America:

Tel. 1(800) 527-8826

Columbia University

(212) 870-2801

WORKERS' COMPENSATION CLAIMS PROCEDURE

The attached Departmental Accident Report Form for Workers' Compensation Benefits must be filled out if you have been injured on the job or develop a job-related illness. Late reporting may result in a delay in processing your claim.

If you have suffered a job-related illness or injury you are entitled to benefits under the N.Y. State Workers' Compensation Law, not from N.Y. State Disability that covers illness or injury that is not job-related.

HERE'S WHAT YOU MUST DO:

1. Get medical attention as soon as possible.

Tell the doctor you were injured at work. Make sure the doctor is authorized by the Workers' Compensation board to treat work-related injuries and will file all necessary medical reports.

DO NOT pay the doctor or hospital and do not let them charge your medical treatment to your health plan, unless it is an emergency. Save all receipts for treatments (emergency room, prescriptions, etc.)

Advise the doctor to send the report (pink "C-4" form) and bills to the University's insurance carrier:

**GAB Robins
123 William Street, 15th Floor
New York, New York 10038**

2. Report the injury to your supervisor promptly (if you haven't already done so).

3. Fill out a Departmental Accident Report Form for Workers' Compensation Benefits.

You can get this form from your supervisor. It must be completed by you and your supervisor without delay and faxed directly to Michael Amuso, Columbia University, Risk Management Department, 1700 Broadway, for processing. You keep a copy of this form. The "C-2" (Report of Accident) is then sent to the insurance carrier and the New York State Workers' Compensation Board.

REMEMBER...

In addition to filing the necessary forms, you must provide your supervisor with medical documentation (a doctor's note) to cover your absence as well as keep him/her properly updated with respect to your anticipated return to work date.

You do not fill out a disability claim form (DB-450) unless you receive a "C-7" (Notice of Controversion) from the insurance carrier (GAB Robins) or the Workers' Compensation Board.

WHO TO CALL TO FOLLOW UP ON YOUR CLAIM OR IF YOU NEED INFORMATION:

Columbia University, Risk Management
Michael Amuso Tel. 212-854-9706 Fax 212-854-9709

Sick Leave, Disability & Worker's Compensation (TWU, Local 241)

	Sick Leave	Disability	Workers' Compensation												
HIRED ON OR AFTER 3/1/96	<p>After 4 months-1 year -- 1 day per month, retroactive to date of hire, up to a maximum of 12 days per year</p> <p>After 1 year -- 12 days per year</p> <p>BANK: 60 days maximum</p>	<p>Full day sick leave charged for each day of absence until sick leave is used up.</p> <p>NOTE: An employee will not receive N. Y. State Disability benefits while he/she is receiving sick leave pay. If the employee's sick leave is exhausted during the period covered by N. Y. State Disability (26 weeks during a period of 52 consecutive weeks), the employee will receive N.Y. State Disability benefits, to the extent to which he/she is entitled, for the balance of the 26-week period.</p> <p><i>See: Section 7 – What You Should Know About New York State Disability.</i></p>	<p>Employee may chose to:</p> <ol style="list-style-type: none"> 1) receive N.Y. State Workers' Compensation benefits to the extent he/she is entitled, or 2) use 10 days sick leave, if available and thereafter, use sick leave, if any, to maintain the full difference between the Workers' Compensation benefits and a full day's pay for each day of absence, according to the following schedule: <table style="margin-left: 20px;"> <tr> <td>Less than 1 year</td> <td>-- 1 work week</td> </tr> <tr> <td>1-3 years</td> <td>-- 2 work weeks</td> </tr> <tr> <td>3-5 years</td> <td>-- 3 work weeks</td> </tr> <tr> <td>5-7 years</td> <td>-- 4 work weeks</td> </tr> <tr> <td>7-9 years</td> <td>-- 5 work weeks</td> </tr> <tr> <td>9+ years</td> <td>-- 6 work weeks</td> </tr> </table> <p>NOTE: Upon exhausting his/her sick leave or having supplemented his/her pay to the extent provided by the above schedule (whichever comes first), the employee will receive the statutory Workers' Compensation benefits to the extent to which he/she is entitled.</p> <p>Security Officers hired after 3/1/96, injured as a result of direct interaction with person(s) arrested, receive 100% compensation for a period of up to 6 continuous months from the date of injury.</p>	Less than 1 year	-- 1 work week	1-3 years	-- 2 work weeks	3-5 years	-- 3 work weeks	5-7 years	-- 4 work weeks	7-9 years	-- 5 work weeks	9+ years	-- 6 work weeks
Less than 1 year	-- 1 work week														
1-3 years	-- 2 work weeks														
3-5 years	-- 3 work weeks														
5-7 years	-- 4 work weeks														
7-9 years	-- 5 work weeks														
9+ years	-- 6 work weeks														

Sick Leave, Disability, & Worker's Compensation (TWU, Local 241)

	Sick Leave	Disability	Workers' Compensation
HIRED PRIOR TO 1/1/77	30 days per anniversary year BANK: 60 days maximum	<p>First 5 days of sick leave charged at the rate of a full day for each day of absence. Thereafter, sick leave is charged at the rate of 1/2 day for each day of continuing disability up to 26 weeks. (Note: An employee receives full pay while his/her sick leave is being charged at the rate of 1/2 day per day of continuing disability). After the 26-week period, any remaining sick leave is charged at the rate of a full day for each day of continuing absence.</p> <p>NOTE:</p> <p>An employee will not receive N.Y. State Disability benefits while he/she is receiving sick leave pay. If the employee's sick leave is exhausted during the period covered by N.Y. State Disability (26 weeks during a period of 52 consecutive weeks), the employee will receive N.Y. State Disability benefits to the extent to which he/she is entitled, for the balance of the 26-week period.</p>	<p>6 weeks at 80% of salary. Employee can receive 6 weeks at 100% of salary by charging 1/3rd day for each day of absence from his/her sick leave bank, if no prior compensation injury for one year.</p> <p>NOTE:</p> <p>Upon exhausting his/her salary continuation, as outlined above, the employee will receive the statutory Workers' Compensation benefits to the extent to which he/she is entitled.</p> <p>Security Officers hired before 3/1/96, injured as a result of direct interaction with person(s) arrested, receive 100% compensation for a period of up to 8 continuous months from the date of if injury, providing all procedures have been followed.</p>

	Sick Leave	Disability	Workers' Compensation
HIRED ON OR AFTER 1/1/77 BUT PRIOR TO 10/1/78	20 days per anniversary year BANK: 60 days maximum	Same as above.	Same as above.
HIRED ON OR AFTER 10/1/78 BUT PRIOR TO 3/1/96	4 months but less than 1 year --5 days After 1 yr. but less than 2 years --10 days After 2 yrs. but less than 3 years --12 days After 3 yrs. but less than 5 years --14 days After 5 yrs. but less than 7 years --16 days After 7 yrs. but less than 9 years --18 days After 9 years --20 days BANK: 60 days maximum	Same as above.	Same as above.

GENERAL NOTES:

- EACH EMPLOYEE RECEIVES A STATEMENT OF HIS/HER AVAILABLE SICK LEAVE ON HIS/HER ANNIVERSARY DATE.
- AN EMPLOYEE WHO HAS USED HIS/HER ENTIRE SICK LEAVE BENEFIT AND WHO HAS AN EXTENDED DISABILITY MAY, UPON REQUEST, RECEIVE A LUMP SUM PAYMENT FOR ANY ACCRUED, UNUSED VACATION OR ANY PORTION THEREOF.
- AN EMPLOYEE DOES NOT RECEIVE HOLIDAY PAY OR ACCRUE VACATION (EXCEPT FOR THE FIRST TWO MONTHS) OR SICK LEAVE WHILE ON A LEAVE OF ABSENCE.
- IN NO EVENT MAY AN EMPLOYEE RECEIVE MORE IN TAKE HOME PAY THAN HE/SHE WOULD HAVE RECEIVED IF WORKING AT HIS/HER REGULARLY SCHEDULED HOURLY RATE, FOR HIS/HER REGULARLY SCHEDULED HOURS OF WORK.
- QUESTIONS REGARDING AN EMPLOYEE'S SICK LEAVE SHOULD BE DIRECTED TO HIS/HER SUPERVISOR OR DEPARTMENTAL ADMINISTRATOR.

NOTES

NOTICE AND PROOF OF CLAIM FOR DISABILITY BENEFITS

CLAIMANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY

1. USE THIS FORM ONLY IF YOU BECOME SICK OR DISABLED WHILE EMPLOYED OR IF YOU BECOME SICK OR DISABLED WITHIN FOUR (4) WEEKS AFTER TERMINATION OF EMPLOYMENT. USE GREEN CLAIM FORM DB-300 IF YOU BECOME SICK OR DISABLED AFTER HAVING BEEN UNEMPLOYED MORE THAN FOUR (4) WEEKS.
2. YOU MUST COMPLETE ALL ITEMS OF PART A - THE "CLAIMANT'S STATEMENT." BE ACCURATE. CHECK ALL DATES.
3. BE SURE TO DATE AND SIGN YOUR CLAIM (SEE ITEM 12). IF YOU CANNOT SIGN THIS CLAIM FORM, YOUR REPRESENTATIVE MAY SIGN IN YOUR BEHALF. IN THAT EVENT, THE NAME, ADDRESS AND REPRESENTATIVE'S RELATIONSHIP TO YOU SHOULD BE NOTED UNDER THE SIGNATURE.
4. DO NOT MAIL THIS CLAIM UNLESS YOUR HEALTH CARE PROVIDER COMPLETES AND SIGNS PART B - THE "HEALTH CARE PROVIDER'S STATEMENT."
5. YOUR COMPLETED CLAIM SHOULD BE MAILED WITHIN THIRTY (30) DAYS AFTER YOU BECOME SICK OR DISABLED TO YOUR LAST EMPLOYER OR YOUR LAST EMPLOYER'S INSURANCE COMPANY.
6. MAKE A COPY OF THIS COMPLETED FORM FOR YOUR RECORDS BEFORE YOU SUBMIT IT.

PART A — CLAIMANT'S STATEMENT (Please Print or Type) ANSWER ALL QUESTIONS

1. My name is
First Middle Last
2. My Social Security Number is:
3. Address
Number Street City or Town State Zip Code Apt. No.
- Tel. No. 4. My age is 5. Married (Check one) YES NO
6. My disability is (If injury, also state how, when and where it occurred)
7. I became disabled on
Mo. Day Year a. I worked on that day YES NO
- b. I have since worked for wages or profit YES NO If "Yes," give dates
8. Give name of last employer. If more than one employer during last eight (8) weeks, name all employers.

Employer's			Dates of Employment				Average Weekly Wages (Include Bonuses, Tips, Commissions, Reasonable Value of Board, Rent, etc.)	
Business Name	Business Address	Telephone No.	From		Through			
			Mo.	Day	Yr.	Mo.	Day	Yr.

9. My job is or was
Occupation Name of Union and Local No., if Member
10. For the period of disability covered by this claim
- a. Are you receiving wages, salary or separation pay: YES NO
- b. Are you receiving or claiming:
- (1) Workers' Compensation for work-connected disability YES NO
- (2) Damages for personal injury YES NO
- (3) Unemployment Insurance Benefits YES NO
- (4) Disability Benefits under the Federal Social Security Act YES NO
- If "Yes" is checked in any of the items a, b(1), b(2), b(3) or b(4), fill in the following:
- I have Received or Claimed from For the Period To
- Date Date
11. I have received disability benefits for another period or periods of disability within the 52 weeks immediately before my present disability began YES NO
- If Yes, fill in the following: I have been paid by From To
12. I have read the instructions above. I hereby claim Disability Benefits and certify that for the period covered by this claim I was disabled; and that the foregoing statements, including any accompanying statements, are to the best of my knowledge true and complete.

SIGN
HERE → Claim signed on Date Claimant's Signature

If signed by other than claimant, print below: name, address, and relationship of representative.

.....
Name and Address Relationship

IF YOU HAVE ANY QUESTIONS ABOUT CLAIMING DISABILITY BENEFITS, CONTACT THE NEAREST OFFICE OF THE NEW YORK STATE WORKERS' COMPENSATION BOARD, OR WRITE TO: WORKERS' COMPENSATION BOARD, DISABILITY BENEFITS BUREAU, 100 BROADWAY · MENANDS, ALBANY, NY 12241.	SI SE LE OCURREN ALGUNAS PREGUNTAS RESPECTO A RECLAMAR BENEFICIOS POR INCAPACIDAD, COMUNIQUESE CON SU OFICINA MAS CERCANA DE LA JUNTA DE COMPENSACION OBRERA DE NUEVA YORK, O ESCRIBA A: WORKERS' COMPENSATION BOARD, DISABILITY BENEFITS BUREAU, 100 BROADWAY · MENANDS, ALBANY, NY 12241.
---	---

HEALTH CARE PROVIDER MUST COMPLETE PART B ON REVERSE SIDE

★ ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.
 DB-450 (1-90)

NOTICE AND PROOF OF CLAIM FOR DISABILITY BENEFITS

IMPORTANT: USE THIS FORM ONLY WHEN THE CLAIMANT BECOMES SICK OR DISABLED WHILE EMPLOYED OR BECOMES SICK OR DISABLED WITHIN FOUR (4) WEEKS AFTER TERMINATION OF EMPLOYMENT. OTHERWISE USE GREEN CLAIM FORM DB-300.

PART B — HEALTH CARE PROVIDER'S STATEMENT (Please Print or Type)

THE HEALTH CARE PROVIDER'S STATEMENT MUST BE FILLED IN COMPLETELY AND THE FORM MAILED TO THE INSURANCE CARRIER OR SELF-INSURED EMPLOYER, OR RETURNED TO THE CLAIMANT WITHIN SEVEN DAYS OF THE RECEIPT OF THE FORM. For Item 7-d, give approximate date. Make some estimate. If disability is caused by or arising in connection with pregnancy, enter estimated delivery date under "Remarks."

1. Claimant's Name 2. Age 3. Male
 Female

4. Diagnosis/Analysis:
a. Claimant's Symptoms:
b. Objective Findings:

5. Claimant Hospitalized? YES NO From To

6. Operation Indicated? YES NO a. Type b. Date

7. Enter Dates for the Following:

	Mo.	Day	Year
a. Date of your first treatment for this disability			
b. Date of your most recent treatment for this disability			
c. Date Claimant was unable to work because of this disability			
d. Date Claimant will be able to perform usual work			

(Even if considerable question exists, estimate date. Avoid use of terms such as unknown or undetermined.)

8. In your opinion, is this disability the result of injury arising out of and in the course of employment or occupational disease? YES NO

If yes, has Form C-4/48 been filed with the Workers' Compensation Board? YES NO

Remarks (Attach additional sheet, if necessary):

9. I affirm that I am a Licensed or Certified in the State of License No.
(Physician, Podiatrist, Chiropractor, Dentist or Nurse-Midwife)

Health Care Provider's Signature Date

Health Care Provider's Name (Please Print) Tel. No.

Office Address
Number Street City or Town State Zip Code

TO BE COMPLETED BY EMPLOYER

IMPORTANT — Indicate percentage employee contributes to premium _____ %
(If blank or not a %, we will tax at 100%)

Employee's Full Name SS Number

Employee's Address Age

Employee's Occupation Date Employed Full Time Part Time

If Part Time, Give Particulars Check One: Owner Proprietor Employee Partner

Check Days Normally Worked Mon. Tues. Wed. Thurs. Fri. Sat. Sun. Earnings 8 weeks prior to disability

	WEEK ENDING			No. Days Worked	Amount
	Mo.	Day	Year		
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
TOTAL \$					

Date Employee Last Worked Date Employee's Wages Ceased

Wages Continued During Disability? Is Reimbursement Requested?

Date Employee Returned to Work Is Disability Due to Job?

If so, Is a Compensation Claim Filed?

Worker's Compensation Carrier

Is Employee a Member of a Union? Does Union Provide Disability Benefits?

If yes, give Name and Address of Union and Local Number

Firm Name Indicate weekly value of board lodging and tips \$

Address Zip Code Telephone Number

Signed By Title NYDBL Policy No. Date

COLUMBIA UNIVERSITY
Departmental Accident Report Form for Worker's Compensation Benefits

EMPLOYEE DATA (To be completed by employee)

Name _____ Telephone No. _____
 Address _____
 Social Security # _____ Date of birth _____ Male/Female _____
 Occupation _____ Department where employed _____
 Part Time/Full Time _____ Wages per week _____ Employment date _____
 Hours per day worked _____ Days per week worked _____ Regular days off _____

ACCIDENT DATA (To be completed by employee)

Date of injury _____ Time of Injury _____ Starting Time _____
 Location where injury or illness occur? _____
 What was employee doing when injured? (Describe fully the events which led to the injury) _____
 Describe Object or Substance which directly injured the Employee _____
 How did injury or illness occur? (Describe fully the circumstances that caused the accident.) _____
 Describe injury or illness (Indicate type of injury and specify left or right, example: upper right leg.) _____
 Who did you report the accident to? _____ Date Reported _____ Time Reported _____
 Witness' Name and Address _____

SUPERVISOR'S STATEMENT

Was employee paid for full day? _____ Did employee lose time? _____
 Employee's first day away from work _____ Has employee returned? _____
 Date employee returned to work _____ Expected date of return _____
 Has employee been paid for lost time? _____ Number of Days at 100% _____ 80% _____ Other _____
 Did the injured employee receive medical attention? _____ Date treated _____
 Name and address of Doctor or Hospital where first treated _____
 Who investigated the accident? _____ Title _____
 Telephone Number _____ Fax Number _____
 Supervisor's discussion with employee on HOW TO PREVENT THIS TYPE OF INJURY FROM RECURRING:

I CERTIFY THAT THE ACCIDENT DATA THAT I PROVIDED ABOVE ARE TRUE.
 Employee Signature _____ Date _____ Time _____

Supervisor's Comments _____

 Supervisor's Signature _____ Date _____ Time _____

ATTACH ADDITIONAL DOCUMENTS OR COMMENTS AS NEEDED. (9/96)



COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK