

AGREEMENT

between

**THE TRUSTEES OF COLUMBIA UNIVERSITY
in the City of New York**

and

**THE COLUMBIA UNIVERSITY AFFILIATE
at Harlem Hospital**

and

**UNITED DOCTORS ASSOCIATION
Harlem Hospital Center
Affiliated with Doctors Council**

October 1, 2003 to December 31, 2006

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This AGREEMENT made as of this ____**th day of January 2006**, between COLUMBIA UNIVERSITY AFFILIATE at Harlem Hospital Center, located at 135th Street and Lenox Avenue, New York, New York, 10037, hereinafter referred to as the “Affiliate” or “**University**” and the UNITED DOCTORS ASSOCIATION, Harlem Hospital Center, Affiliated with Doctors Council, hereinafter referred to as the “Association”.

The Parties agree as follows:

WHEREAS, the parties hereto desire to establish the standards and conditions of employment under which the professional staff, hereinafter referred to as the “Staff”, shall work at the Affiliate during the term of this Agreement; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients, the Affiliate and its staff and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties agree as follows:

ARTICLE 1 - RECOGNITION

1. The Affiliate recognizes the Association as the sole and exclusive collective bargaining representative for all staff members in the hereinafter described bargaining unit as set forth in the certification of the New York State Labor Relations Board, dated June 28th, 1972, in Case No. SE 45778, which is as follows:
 - (a) All full-time and regular part-time salaried physicians of the medical staff, including chiefs of services and assistant directors of departments; dentists; biochemists, bacteriologists, and speech pathologists having a Ph.D. degree or substantially equivalent doctoral degree, excluding sessional physicians, residents and fellows, consultants, directors and associate directors, supervisors and all other employees.
2. Whenever the word “staff member” or “employee” is used in this Agreement, it shall be deemed to mean the members of the bargaining unit covered by this Agreement, as defined in Article I hereof.
3. The University will advise the Union of those employees who are assigned to Network Initiatives, including percent of effort worked outside of Harlem Hospital.

ARTICLE 2 - ASSOCIATION SECURITY

1. All employees on the active payroll as of December 5, 2001 who are members of the Association shall maintain their membership in the Association in good standing as a condition of continued employment.
2. All employees on the active payroll as of December 5, 2001 who are not members of the Association shall become members of the Association thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Association in good standing as a condition of continued employment.
3. All employees hired after December 5, 2001 shall become members of the Association on the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Association in good standing as a condition of continued employment.
4. For the purpose of this Article, an employee shall be considered a member of the Association in good standing if he/she tenders his/her periodic dues, initiation fees and legitimate assessments uniformly required as a condition of membership.
5. An employee who has failed to maintain membership in good standing as required by this article, shall within twenty (20) calendar days following receipt of a written demand from the Association requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
6. The Association agrees that it will indemnify and hold the Affiliate harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 3 - CHECK OFF

1. Upon written authorization, the Affiliate agrees that the dues and initiation fees of the members of the Association, according to the schedule which the Association agrees to furnish the Affiliate, including such assessments which the Association shall levy and give notice thereof, in writing, to the Affiliate, shall be deducted from the salaries of said members of the Association on the first payroll date of each month. The Affiliate further agrees to remit such dues, initiation fees and assessments so checked off, to the Association, at Harlem Hospital Center, within fifteen (15) days thereafter.

2. It is specifically agreed that the Affiliate assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Affiliate harmless from any claims, actions or proceedings by any staff member arising from deductions made by the Affiliate hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

3. (a) The Affiliate agrees to furnish the Association each month with the names of newly hired staff members, their addresses, social security numbers, classifications of work, their dates of hire, and names of terminated staff members, together with their dates of termination, and names of staff members on leaves of absence.

(b) The Employer shall provide to the Union the following reports in a format as mutually agreed with the Union:
 - (1) A monthly report identifying new hires, employees on leave of absence, terminated employees and transfers. The report will contain the following information and be in alphabetical order by department: the employee's name, social security number, home address, home telephone number, date of birth, the classification (job title), employment status (full time or part time), department name, date of hire, percentage of effort, and salary.
 - (2) A quarterly report identifying all employees in the bargaining unit. The report will contain the following information and be in alphabetical order by department: the employee's name, social security number, home address, home telephone number, date of birth, the classification (job title), employment status (full time or part time), department name, date of hire, percentage of effort, and salary.
 - (3) A monthly dues deduction report and the amount of dues deducted for that month for each employee, and the grand total of dues for the month.
 - (4) A quarterly report identifying all bargaining unit vacancies by department for which the Employer is recruiting, including the date the vacancy began and how the vacancy is being covered.
 - (5) A semi-annual report of temporary employees (other than sessional employees) identifying the department, classification (job title), employee's name, employment status, date of hire, date of anticipated termination and the salary/wage rate paid.

The University will endeavor whenever possible to provide monthly reports within fifteen days of the end of the month, and quarterly and semi-annual reports within thirty days of end of the applicable period.

ARTICLE 4 -
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. Representative(s) of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When a visiting, non-employee Union representative finds it necessary to enter a department of the Employer, he/she shall first advise the Senior Associate Dean at Harlem Hospital Center, or his/her designee, when on the premises at Harlem Hospital Center or related facilities. An Employee delegate intending to go to a department other than the one he/she represents shall follow the above procedure. An Employee delegate shall notify his/her supervisor before leaving the work area to pursue any activity on behalf of the Union. Such visits shall not interfere with the operations of the Employer or Harlem Hospital Center.
2. The work schedules of Employees who are Union representatives shall be adjusted to permit attendance at regular assembly meetings provided that the operations of the Employer shall not be impaired. The Union will provide the University with thirty (30) days advance notice in the event any employee requests such an adjustment.
3. Investigative interviews or meetings and/or grievance meetings shall as far as practical be scheduled during the working time of the Employee or grievant.
4. The Union may submit to the Employer materials for distribution in connection with the orientation of new employees. The Union may conduct quarterly orientation meetings for newly hired employees. Such meetings shall not exceed one hour in length.
5. The Union will provide a listing of its representatives, including Employee delegates, to the Employer annually. In the event the Union changes its representatives, the Union promptly shall notify the Employer in writing of such change.
6. The University shall continue its existing practices with respect to paid release time for a reasonable number of employees to attend collective bargaining sessions as members of the Union negotiating committee.

ARTICLE 5 - NO DISCRIMINATION

Neither the Affiliate nor the Association shall discriminate against any staff member on account of race, color, creed, national origin, political belief, sex, age, citizenship, marital status, sexual orientation, or physical and/or mental disabilities except where such disabilities would prevent the accomplishment of the stated job duties despite reasonable accommodation.

ARTICLE 6 - GRIEVANCE PROCEDURE

1. A “grievance” is defined as any and all disputes over the interpretation or application of the terms of this Agreement on the part of the Association and staff members it represents or the Affiliate, with the Association. It shall be adjusted as hereinafter set forth.
2. Any staff member who has a grievance shall present the claim in the first instance to the Director of his/her Service, with whom he/she will discuss and attempt to resolve the grievance.
3. If the grievance is not resolved satisfactorily within ten (10) days after its presentation and informal discussion as provided above, it may be appealed by notice in writing, within ten (10) days thereafter, addressed to the Senior Associate Dean, Harlem Hospital Affiliate of Columbia University, or his/her designee, setting forth the basis of the complaint. If written notice is not served within the time specified, any further action shall be barred. The Senior Associate Dean, Harlem Hospital Affiliate, or his/her designee, shall give his/her answer in writing to said grievance within ten (10) days after receipt.
4. If the grievance is not satisfactorily resolved in the above step, it may be appealed by notice in writing, within ten (10) days thereafter, to the Vice President for Human Resources of Columbia University or his/her designee, setting forth the basis of the complaint. If written notice is not served within the time specified, any further action shall be barred.
5. If the grievance is not resolved satisfactorily within ten (10) days of its presentation to the Vice President for Human Resources or his/her designee, then the aggrieved party may submit the dispute to final and binding arbitration. The arbitration in all cases other than those involving any question of professional competency of any doctor covered by this Agreement, shall be determined in accordance with the procedures then in effect under the voluntary arbitration rules of the American Arbitration Association. In the case of a question involving the professional competency of any doctor covered by this

Agreement, it shall be determined by the Medical Board of Harlem Hospital, and its decision shall be final and binding on the parties.

6. Any grievance between the Association and the Affiliate shall be determined in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 7 - EMPLOYEE RIGHTS

1. Neither the Employer nor the Union shall unlawfully interfere against or in favor of any Employee because of membership in the Union and/or activities on behalf of the Union as protected by the National Labor Relations Act, as amended.
2. The Employer shall keep and maintain a duplicate copy of Employees' official personnel files for each Employee covered by this agreement at Harlem Hospital. All information contained in such personnel file shall be kept confidential and only those supervisory and managerial officials of the Employer with a legitimate "need-to-know" may have access to Employee information unless authorized in writing by the Employee involved or unless otherwise required by federal, state or local law, regulations and standards. Each Employee may inspect the Employer's personnel file for such Employee and may copy documents in such file. An Employee's Union representative may inspect and copy documents in the Employer's personnel file for such Employee provided that written authorization signed by the Employee involved is timely submitted to the Employer.
3. Each Employee shall receive a copy of any formal performance evaluation, written warning, documentation of a verbal warning, or any other materials of a disciplinary and/or adverse nature, before such material is placed in his/her personnel file. The Employee shall sign and date such material only as proof of receipt and not as agreement with content. The Employee shall have the right to respond in writing within five (5) working days from the date such material was presented to the Employee and to have such response placed in the file. An Employee who wishes to discuss his/her performance evaluation with the evaluator's supervisor may request to do so in writing within five (5) working days of the initial evaluation. This meeting will be held within five (5) working days from the date of request, and Union representation shall be allowed to attend and participate in such meeting if the Employee so elects.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

1. No Employee shall be disciplined or discharged except for cause. All such disciplinary actions or notices of discharge shall be in writing and shall contain a statement of reasons, and shall be provided to the Employee within two (2) business days of the disciplinary action. An Employee who is disciplined or discharged may file a grievance at the first step pursuant to Article 6 within forty-five (45) days of receipt of notice of the discipline or discharge.
2. (a) An Employee who reasonably believes that he/she may be subject to discipline may be accompanied by a union representative at any investigatory interview or meeting with management, upon request by the Employee. The Employee will be given a reasonable time to obtain a union representative.

(b) During an investigative interview or meeting where the Employee has requested Union representation, a Union representative has the right to request and upon request to (1) speak privately with an Employee before an interview or meeting, (2) assist and counsel an Employee during an interview, (3) ask to clarify a question, and (4) provide information supporting an Employee's case. The Employee has the right to (1) remain silent at the interview or meeting until Union representation is present, (2) consult with the Union representative prior to the interview or meeting, and (3) know the topic of the interview or meeting.
3. The Affiliate will provide the Union, at its written request, with copies of relevant documents and records on a timely basis. The Union will maintain the confidentiality of any patient records contained therein, and shall not disclose the contents of such records except as necessary in the processing of any grievance or arbitration. Records shall be redacted to maintain patient confidentiality to the fullest possible extent.
4. Records of disciplinary action up to and including suspension will be maintained in the Employee's file for two (2) years, provided however that records of discharges and of reportable incidents leading to discipline will be maintained permanently.

ARTICLE 9 - NO STRIKE OR LOCKOUT

During the term of this Agreement there shall be no strike, work stoppage, slowdown or lockout. Any staff member who participates in any strike, work stoppage or slowdown shall be subject to discharge by the Affiliate, which discharge shall be subject to arbitration procedures set forth herein.

ARTICLE 10 - BULLETIN BOARDS

The Affiliate shall provide bulletin boards which shall be used for the purpose of posting proper Association notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to staff members in the course of their employment.

ARTICLE 11 - FRINGE BENEFITS

The Affiliate agrees to extend existing fringe benefits to all members of the Association who receive compensation through the University for fifty percent (50%) or more of their effort. To facilitate the administration of such benefits, the Affiliate will include hospital attending titles in addition to academic titles to assure continuity of clerical procedures and job description.

ARTICLE 12 - GROUP LIFE INSURANCE

Effective January 1, 2001, employees will be covered by all life insurance plans offered to officers of administration and instruction by the University, on the same terms and subject to the same conditions as are applicable to such officers. All changes effected thereafter will be applied equally to employees covered by this agreement, without further negotiation. The union will be notified prior to making any such changes.

ARTICLE 13 - TOTAL DISABILITY BENEFITS PLAN

Effective January 1, 2001, employees will be covered by all disability insurance plans offered to officers of administration and instruction by the University, on the same terms and subject to the same conditions as are applicable to such officers. All changes effected thereafter will be applied equally to employees covered by this agreement, without further negotiation. The union will be notified prior to making any such changes.

ARTICLE 14 - PENSION PLAN (TIAA AND CREF)

The provisions of the *Retirement Plan for Officers of Columbia University* ("Plan") are incorporated by reference into this collective bargaining agreement, subject to the provisions of this Article, and subject to the University's right to amend the Plan reserved under this paragraph. The University shall provide these benefits through the Plan or such successor or replacement plan. No changes shall be made in the contribution levels or milestone dates set forth below or in the vesting or eligibility provisions contained in the Plan as they apply to

members of the bargaining unit for the life of the Agreement, except by written agreement of the parties. The Employer may make such other amendments to the Plan, or such successor or replacement Plan, as it, in its sole discretion, deems necessary or appropriate, or are required by applicable law.

For purposes of determining compensation under paragraphs A, B, or C, no part of an employee's salary derived from the Faculty Practice Plan ("FPP carve out") shall be included, and such FPP carve out shall be governed by paragraph D. The Employer shall make pension contributions to the Plan for each Employee in accordance with the following provisions:

A. Employees who were at least 45 years of age with at least 10 years of service, or had at least 20 years of service regardless of age, as of January 1, 1976 shall be entitled to Employer contributions of 15% of compensation at age 55 with at least 15 years of service. Employer contributions for those employees shall increase to 20% of compensation at age 60 provided that the employees have at least 20 years of service.

B. (1) Employees hired prior to July 1, 1987 who in any year are under the age of 40, or have less than 5 years of service without tenure regardless of age, shall be entitled to Employer contributions of 5% of compensation up to the Social Security wage base and 10% of compensation above the Social Security wage base.

(2) Employees hired prior to July 1, 1987 who in any year are at least 40 years of age with at least 5 years of service or tenure shall be entitled to Employer contributions of 10% of compensation up to the Social Security wage base and 15% of compensation above the Social Security wage base.

(3) Employees hired prior to July 1, 1987 who in any year are at least 55 years of age with at least 15 years of service shall be entitled to Employer contributions of 15% of compensation up to the Social Security wage base and 20% of compensation above the Social Security wage base.

C. (1) Employees hired on or after July 1, 1987 who in any year are under the age of 40, or have less than 5 years of service without tenure regardless of age, shall receive Employer contributions of 5% of compensation up to the Social Security wage base and 10% of compensation above the Social Security wage base.

(2) Employees hired on or after July 1, 1987 who in any year are at least 40 years of age with at least 5 years of service or tenure shall receive Employer

contributions of 7.5% of compensation up to the Social Security wage base and 12.5% of compensation above the Social Security wage base.

- (3) Employees hired on or after July 1, 1987 who in any year are at least 55 years of age with at least 15 years of service shall receive Employer contributions of 12.5% of compensation up to the Social Security wage base and 17.5% of compensation above the Social Security wage base.

D. Faculty Practice Plan contributions:

- (1) For the period January 1, 1989 through and including December 31, 2004, Employees who earn a portion of their salary from the FPP carve out shall receive Employer contributions of 10% of such FPP carve out.
- (2) For the period January 1, 2005 and thereafter, Employees who earn a portion of their salary from the FPP carve out shall receive Employer contributions of 15% of such FPP carve out.

- E.
- (1) Effective January 1, 2004, the amount of a participant's compensation for any purpose under the Plan shall not exceed \$205,000 or such other amount determined from time to time under Section 401 (a) (17) of the Internal Revenue Code.
 - (2) Incentive payments (including ratification incentive) are pensionable. The Faculty Practice Plan bonus is not pensionable.

ARTICLE 15 - MEDICAL INSURANCE

Effective January 1, 2001, employees will be covered by all health insurance plans offered to officers of administration and instruction by the University, on the same terms and subject to the same conditions as are applicable to such officers. All changes effected thereafter will be applied equally to employees covered by this agreement, without further negotiation. The union will be notified prior to making any such changes.

ARTICLE 16 - TUITION EXEMPTION

- (a) Employees will be covered by the tuition exemption benefits offered to officers of administration and instruction by the University, on the same terms and subject to the same conditions as are applicable to officers. All changes effected thereafter will be applied equally to employees covered by this agreement, without further negotiation. The Union will be notified prior to making any such changes.
- (b) This provision shall not result in the diminution of benefits to any current employee.

Exhibit E contains an outline of the tuition benefits available to University officers, and will be administered in accordance with the provisions of the paragraph above.

ARTICLE 17 - DENTAL INSURANCE

Effective January 1, 2001, employees will be covered by the dental plans offered to officers of administration and instruction by the University, on the same terms and subject to the same conditions as are applicable to such officers. All changes effected thereafter will be applied equally to employees covered by this agreement, without further negotiation. The union will be notified prior to making any such changes.

ARTICLE 18 – DOCTORS COUNCIL BENEFIT PLAN

Effective January 1, 2005, the following benefit shall apply:

The Employer shall contribute on behalf of every bargaining unit member employed twenty (20) hours or more per week the annual sum of \$800.00 to the Doctors Council Benefit Plan (“the Plan”), payable in equal monthly installments in advance of the month for which the payment is due and based on the payroll nearest to the first of that month preceding the month for which the payment is due. The payment shall be accompanied by a list of the employees for whom contributions are being made.

The following benefits shall be offered by the Plan:

- a. Dental benefit
- b. Healthcare Cost Reimbursement benefit
- c. Hearing Aid benefit
- d. Legal Services benefit
- e. Optical benefit

It is expressly agreed that the Plan shall have the sole responsibility for communication of these benefits to eligible employees, enrolling employees in the Plan, and administration of these benefits, and that the University shall have no responsibility for communication, enrollment or administration of these benefits.

ARTICLE 19 – UNIVERSITY SPENDING ACCOUNT AND TRANSIT/PARKING REIMBURSEMENT PROGRAM (T/PRP)

Employees will be covered by the University Spending Account and Transit/Parking Reimbursement Program (T/PRP) offered to officers of administration and instruction by the University, on the same terms and subject to the same conditions as are applicable to officers. All changes effected thereafter will be applied equally to employees covered by this agreement, without further negotiation. The Union will be notified prior to making any such changes.

ARTICLE 20 - AFFILIATION COMMITTEE MEETINGS

The Association may have representation at Affiliation Committee Meetings which are opened and, upon invitation by the Associate Dean/Medical Director of the Affiliate, may attend closed meetings.

ARTICLE 21 - ADMINISTRATIVE RESPONSIBILITIES

1. Staff members shall be responsible for signing all charts and forms on a timely basis legally requiring a physician's signature and necessary for the various types of reimbursement.
2. Standards for timekeeping accountability which may be required by the Affiliation as well as those currently in effect shall be followed by staff members provided said standards are reasonable and prudent.

3. In the event that routine departmental operating needs require that any terms or conditions of employment of any physician(s) be changed, either temporarily or permanently, said proposed changes including the reasons therefore, must first be discussed by and between the Director of Service or his or her designee and the staff physician or physicians in the department.

Such changes shall include, without limiting the generality of the foregoing, days and/or hours of work, shifts, days off, on-call times, locations of work, etc.

The Director of Service and the staff should attempt to reach a mutually-satisfactory arrangement and said proposed changes may be implemented as agreed.

If no mutually-satisfactory arrangement is made, the matter shall be referred to the Union and the Medical Director, for further decision. If the matter is still not resolved after such meetings, the changes shall be implemented subject only to the principles of optimum patient care and fairness to staff. The foregoing shall be subject to Article 5.

ARTICLE 22 – WORK WEEK

1. Full time employees shall be subject to a minimum work week of 40 hours, which shall include the following:
 - (i) Work loads are established in accordance with the salary chart in Article 23 and attached Exhibit D “Harlem Hospital Coverage Practices by Department and Compensation” for each department. To the extent that an employee exceeds the stated hours or days or shifts of coverage, where specified, the employee would receive compensatory time or sessional payments as indicated.
 - (ii) Participation in in-patient care of the employee’s patients and in-patient teaching rounds, as set forth in Exhibit D. (Where necessary, schedules will be adjusted.)
 - (iii) Participation in administrative functions (e.g. quality assurance and peer review committees, teaching, chart reviews, Faculty Practice and CME forms)
 - (iv) The Director, Associate Director and Assistant Director of each department will be responsible for assuring coverage and for equalizing work under paragraphs (iii) and “Existing Harlem Hospital Coverage Practices by Department and Compensation”
 - (v) Patient loads; scheduling of evening, weekend and holiday out-patient clinical sessions; weekend, evening and night coverage/on-call; and phone coverage shall be equitably distributed among all employees within a service or location.

- (vi) Full time employees shall be permitted time off from their regular schedule, subject to scheduling needs of the University, to meet requirements of Continuing Medical Education which are a prerequisite to maintaining required credentials, as provided in Article 33.
- (vii) Full time employees who are reassigned from the Board Eligible schedule to the Board Certified salary schedule without a break in service shall be reassigned to the same experience level.
- (viii) Employees who complete the years of service requirement to move to the next step in the salary schedule will move on the applicable anniversary date.

Part time employees will work a pro-rated schedule and assignments.

- 2. (a) Compensatory days are to be granted and taken within sixty (60) days of accrual.
- (b) Exhibit D sets forth the conditions under which employees earn and accrue compensatory time or sessional payments.
- (c) Use of accrued compensatory time will be scheduled with Department approval consistent with operational needs, provided that doctors are permitted to use compensatory time within 6 months of accrual. Any compensatory time not used within six months of accrual shall be paid in cash in the next payroll prepared after written request for payment has been submitted if the doctor has made repeated requests to use the compensatory time and such requests have been denied.
- 3. Various departmental agreements regarding on-call are attached hereto as Exhibit A.

ARTICLE 23 - SALARIES

1. Wages

- (a) General wage increases shall be:
 - i. January 1, 2004 2.0%
 - ii. January 1, 2005 2.0%
 - iii. January 1, 2006 2.0%

General wage increases shall be applied to each employee's salary as of December 31, and the 2005 and 2006 increases shall be applied to the contractual minimum rates in 2005 and 2006 respectively, but not to sessional rates.

The general wage increase effective January 1, 2006 shall be 2% on the entire gross salary of the bargaining unit, including the FPP salary portion. However, the entire 2% raise will be added to the contract portion of the salary and not the FPP portion. (For example, an Employee who on December 31, 2005 has a salary of \$100,000, of which \$75,000 is on the contract and \$25,000 is FPP carve out, shall have a salary of \$102,000 as of January 1, 2006, of which \$77,000 is on the contract and \$25,000 is FPP carve out.

iv. Notwithstanding the provisions set forth above, pursuant to the arbitration award of Arbitrator John Sands in American Arbitration Association Case No. 13 300 00050 04, dated October 5, 2004, the following provisions shall apply:

1. a. The January 1, 2005 two percent (2.0%) wage increase shall apply to the employee's base salary only, and shall not apply to the FPP carve out.
b. Effective January 1, 2005, the FPP carve out for each employee will be reduced by 2.435%
c. Effective January 1, 2005 the FPP fringe rate shall increase by 5 % in order to account for the cost associated with the award.
d. The provisions of this paragraph (iv) shall not apply to employees who do not have an FPP carve out.
2. All across the board wage increases occurring after the wage increase of January 1, 2005, will apply to both the base and FPP carve out, unless the parties specify otherwise.

(b) The following classification and salary system shall be effective January 1, 2004, and the minimum salaries shall be increased in 2005 and 2006 as provided in Section 1 (a).

TITLE	REQUIREMENTS	MINIMUM SALARY (100% Effort except as noted) January 1, 2004	MINIMUM SALARY (100% Effort except as noted) January 1, 2005 ¹	MINIMUM SALARY (100% Effort except as noted) January 1, 2006	WORK LOAD REQUIRE- MENT
Anesthesiologists	Not Board Certified	\$150,000	\$153,000	\$156,060	
	Not Board Certified with Fellowship	\$175,000	\$178,500	\$182,070	
	Board Certified	\$200,000	\$204,000	\$208,080	
	Board Certified with Fellowship	\$225,000	\$229,500	\$234,090	
Dentists	50% Effort	\$40,000	\$40,800	\$41,616	
Emergency Room Physicians					
ER Adult Physicians	Not Board Certified	\$160,000	\$163,200	\$166,464	ER Adult physicians will cover 1710 hours of work time per year. See Exhibits C and D to define the work load requirements.
	Board Certified: Less than 5 years experience	\$165,000	\$168,300	\$171,666	
	Board Certified: 5 or more years	\$170,000	\$173,400	\$176,868	

¹ January 1, 2005, minimum salaries do *not* reflect the 2.435% reduction in FPP portion of their salary pursuant to Article 23, Section 1(a)(iv). Employees may receive less than the minimum as a result of application of the 2.435% reduction to the FPP portion of their salary.

For example, a Board certified Anesthesiologist earning the contract minimum would receive a salary of \$201,782.50 instead of \$204,000, assuming a 25% FPP carve out. The total is derived as follows:

\$150,000 contract salary x 2% 1/1/05 general increase	=	\$153,000.00
\$ 50,000 FPP carve out less 2.435%	=	<u>\$ 48,782.50</u>
TOTAL		<u>\$201,782.50</u>

The difference of \$2,217.50 is part of the funding of the FPP pension contribution increase.

TITLE	REQUIREMENTS	MINIMUM SALARY (100% Effort except as noted) January 1, 2004	MINIMUM SALARY (100% Effort except as noted) January 1, 2005¹	MINIMUM SALARY (100% Effort except as noted) January 1, 2006	WORK LOAD REQUIRE- MENT
ER Child Physicians	Not Board Certified	\$110,000	\$112,200	\$114,444	ER Child physicians will cover 1808 hours of work time per year. See Exhibits C and D to define the work load requirements. Hours are net of vacation and CME.
	Board Certified	\$125,000	\$127,500	\$130,050	
Medicine Attending Physicians	Not Board Certified: Less than 2 years experience / or Not Board Eligible	\$104,017	\$106,097	\$108,219	
Dermatologists	Not Board Certified: 2+ years of experience	\$106,329	\$108,456	\$110,625	
Endocrinologists	Board Certified: Less than 2 years experience	\$113,262	\$115,527	\$117,838	
Hema / Oncologists	Board Certified: 2 – 5 years experience	\$115,574	\$117,885	\$120,243	
Infectious Dis.	Board Certified: More than 5 years experience	\$120,198	\$122,602	\$125,054	
Internal Med (Internists)					
Nephrologists					
Pulmonologist					

TITLE	REQUIREMENTS	MINIMUM SALARY (100% Effort except as noted) January 1, 2004	MINIMUM SALARY (100% Effort except as noted) January 1, 2005¹	MINIMUM SALARY (100% Effort except as noted) January 1, 2006	WORK LOAD REQUIRE- MENT
Cardiologists	Not Board Certified	\$125,000	\$127,500	\$130,050	
	Board Certified: Less than 5 years	\$145,000	\$147,900	\$150,858	
	Board Certified: 5 years or more	\$150,000	\$153,000	\$156,060	
	Board Certified: Procedures (Cath, Nuclear)	\$165,000	\$168,300	\$171,666	
Gastroenterologists	Not Board Certified	\$150,000	\$153,000	\$156,060	
	Board Certified	\$155,000	\$158,100	\$161,262	
Intensivist	(Effective 10/1/03)	\$1,250 per month differential.			
Neurology Attending Physicians		Same scale as attending physicians in Medicine.			
Ob / Gyn Attending Physicians (per the existing provisions of the collective bargaining agreement.)	Not Board Certified	\$160,000	\$163,200	\$166,464	Employees will be required to work an average of one overnight or one 24-hour weekend per week in any calendar quarter.
	Board Certified: with up to 5 years experience / OR not Board Certified with more than 5 years experience	\$170,000	\$173,400	\$176,868	
	Board Certified: with 5 years or more experience	\$180,000	\$183,600	\$187,272	
Perinatologist	Board Certified	\$200,000	\$204,000	\$208,080	

TITLE	REQUIREMENTS	MINIMUM SALARY (100% Effort except as noted) January 1, 2004	MINIMUM SALARY (100% Effort except as noted) January 1, 2005¹	MINIMUM SALARY (100% Effort except as noted) January 1, 2006	WORK LOAD REQUIRE- MENT
Ophthalmology Attending Physicians (subject to the opt-in provisions of the Appendix)		Same scale as attending physicians in Surgery.			Eliminate compensatory time for on- call. 50% FTE is 20 hours on site plus on- call as needed.
Orthopedics Attending Physicians	Not Board Certified	\$160,000	\$163,200	\$166,464	
	Board Certified	\$180,000	\$183,600	\$187,272	
Pathology Physicians		Same scale as attending physician in Medicine.			
Pediatrics Attending Physicians		Same scale as attending physicians in Medicine.			
	Intensivist	\$125,000	\$127,500	\$130,050	
	Neonatologist – Not Board Certified	\$135,000	\$137,700	\$140,454	
	Board Certified	\$150,000	\$153,000	\$156,060	

TITLE	REQUIREMENTS	MINIMUM SALARY (100% Effort except as noted) January 1, 2004	MINIMUM SALARY (100% Effort except as noted) January 1, 2005¹	MINIMUM SALARY (100% Effort except as noted) January 1, 2006	WORK LOAD REQUIRE- MENT
Psychiatry Attending Physicians	Not Board Certified	\$125,000	\$127,500	\$130,050	
	Board Certified:	\$140,000	\$142,800	\$145,656	
	Internists and Pediatricians in Department of Psychiatry will have scale of attending physician in the Department of Medicine.				
Radiologist	Not Board Certified	\$160,000	\$163,200	\$166,464	All Radiologists will provide on-site coverage 4 hours each weekend day and will clear backlogged work at Harlem Hospital Center for no additional compensation (60 hours per year per employee, pro rated for part time employees.)
	Board Certified:	\$200,000	\$204,000	\$208,080	
	Mammographer - Board Certified	\$250,000	\$255,000	\$260,100	
	Neuroradiologist - Board Certified	\$225,000	\$229,500	\$234,090	
	Interventionist - Board Certified	\$300,000	\$306,000	\$312,120	
Rehab. Medicine Attending Physicians		Same scale as attending physicians in Medicine.			

TITLE	REQUIREMENTS	MINIMUM SALARY (100% Effort except as noted) January 1, 2004	MINIMUM SALARY (100% Effort except as noted) January 1, 2005¹	MINIMUM SALARY (100% Effort except as noted) January 1, 2006	WORK LOAD REQUIRE- MENT
Attending Surgeons General Surgery Thoracic Surgery	Not Board Certified	\$115,500	\$117,810	\$120,166	
	Board Certified: Less than 2 years experience	\$132,000	\$134,640	\$137,333	
	Board Certified: 2 – 5 years experience	\$148,500	\$151,470	\$154,499	
	Board Certified: More than 5 years experience	\$165,000	\$168,300	\$171,666	
	Neurosurgeons	\$200,000	\$204,000	\$208,080	
	Pediatric Surgeons	\$160,000	\$163,200	\$166,464	
	Plastic Surgeons	\$170,000	\$173,400	\$176,868	
	Urologists	\$175,000	\$178,500	\$182,070	
	ENT	\$180,000	\$183,600	\$187,272	
	Intensivists (Effective 10/1/03)	\$1,250 per month differential			
Ph.D.		\$60,000	\$61,200	\$62,424	

1.	In accordance with existing practice, experience relates to time served at the Harlem Hospital Affiliation as an employee of Columbia University.
2.	Any additional sessions required at the Renaissance Health Care Network, will be covered by the incumbent Renaissance staff for no additional compensation. Where an employee is regularly scheduled to work a weekend clinic, the employee's weekly schedule will be adjusted accordingly.

(c) The attached document “Harlem Hospital Coverage Practices by Department and Compensation” shall be included as an appendix to the collective bargaining agreement. Payment of sessionals and accrual of compensatory time in each department for work performed beyond the appendix shall be made in accordance with this attachment.

(d) The University shall have the right to make market rate adjustments as necessary to recruit and retain qualified physicians, dentists or other providers. All incumbents in the same department and specialty/subspecialty shall be increased to the new salary provided that they are comparably qualified. The University will advise the Union prior to making any such adjustment.

(e) The parties will establish an advisory committee to review the following issues and to make recommendations:

1. The feasibility of permitting employees a one-time opportunity to opt out of the Psychiatry schedule.
2. Salary levels for surgeons as they relate to comparable facilities.
3. Coverage of vacations in Radiology as it relates to completion of work and the backlog.
4. Compensation for intensivists.
5. Salary levels for psychiatrists assigned to work in the Emergency Room.

The committee will complete its work within three months, and will include one doctor from each affected area.

2. FACULTY PRACTICE PLAN

(a) Effective beginning in FY02, 37.5% of all Faculty Practice revenues received in excess of \$10 million for each fiscal year will be available for distribution to bargaining unit members as directed by the Union. Effective July 1, 2002, the Adult ER shall be part of the FPP.

(b) Payment will be made once a year by August 31.

(c) By August 15, 1997, FPP will provide a monthly “Date of Service” activity report for each member of the bargaining unit and for each department with a three-month lag time. Columbia University will also provide a monthly “visit equivalent” report for each department within 30 days after the end of a month. In addition, as part of development of Individual Incentives, parties will address productivity by providing monthly reports (visit equivalents) for each member.

(d) (i) Columbia University shall seek payment for all patient care activities including, but not limited to, Medicare, Medicaid, private insurance, 5-Tier, PCAP, and Renaissance. In addition, Columbia University will engage NMN/HHC in discussions regarding bad debt and charity care provided.

(ii) Any such payments received are to be paid into the Faculty Practice Plan.

(iii) The Faculty Practice Plan will establish departmental representatives, appointed by UDAH to act as FPP liaisons.

(e) As per the By-Laws of the Faculty Practice Plan, there shall be three representatives of UDA with voting rights on the Board of the Columbia University Harlem Faculty Practice plan.

3. BOARD CERTIFICATION DIFFERENTIAL

(a) Effective October 1, 2003, Employees will receive a differential of \$1000.00 per year for a second Board certification in a specialty or subspecialty recognized by the Accreditation Council on Graduate Medical Education (ACGME) or American Board of Medical Specialties (ABMS). Effective October 1, 2003, Employees will receive a differential of \$500.00 per year for a third Board certification in a specialty or subspecialty recognized by the Accreditation Council on Graduate Medical Education (ACGME) or American Board of Medical Specialties (ABMS).

(b) The board certification differentials shall be paid in equal installments thereafter on a prorated basis as part of the Employee's regular salary.

(c) For eligibility, Employees shall submit documentation to their respective Chief of Service. The effective date of any applicable differentials shall be the date that the Employee passed the board(s) and became eligible for the differential.

ARTICLE 24 – VACANCIES

The Affiliate will post vacancies in accordance with University procedures and the Affirmative Action Plan as applicable. Copies will be posted in the Human Resources Office and in the department in which the vacancy exists, and will be provided to the Union.

ARTICLE 25 – ACADEMIC PROMOTION

1. When promoting an individual from one level to another, the Director of Service shall consider achievement in the following areas:

- Certification / Qualification
- Experience
- Clinical Performance
- Departmental Responsibilities
- Scholarly Productivity
- Teaching
- Hospital Activities
- Length of service
- Satisfaction of Time Requirements
- Performance Evaluations and Medical Record Documentation

2. Promotions shall normally take place on July 1, of each year. In March of each year, the Affiliation Office will send to each Director of Service a list of all physicians and their current levels with a request for recommendations for promotions. These recommendations will be due in the Affiliation office no later than April 1st. No recommendations of the Director shall be unreasonably denied. Promotions in level are not contingent upon promotions in hospital title or academic rank. Conversely, promotions in these ranks do not necessarily mandate promotions in level.
3.
 - (a) The University will provide all employees with the requirements for academic promotion in accordance with the University statutes and Faculty Handbook. Each employee will receive a written assessment of performance at least once every two years, including specific recommendations for achieving academic promotion.
 - (b) If a staff member believes that a promotion has been unreasonably denied, delayed or not considered, he/she may raise this issue with the Director of Service. If the issue is not resolved to the mutual satisfaction of the Director and the staff member, an

appeal can be made to the Associate Dean whose decision in this matter is final and binding.

ARTICLE 26 – SENIORITY

1. Seniority shall be defined as an Employee's total length of service at Columbia University in a position represented by the Union.
2. In the event of any conflict that can not be worked out among the Employees and approved by the Employer's Chief of Service of the department involved, and in conformity with the provisions of this Agreement, seniority shall be controlling in determining:
 - (1) Scheduling of days off.
 - (2) Scheduling of leave time, including CME and vacation.
 - (3) Shift assignments when there is a temporary vacancy on a particular shift or hours of work.
3. An employee loses seniority under the following conditions:
 - (1) When he/she retires or resigns voluntarily.
 - (2) When he/she is discharged for just cause
 - (3) When he/she fails to return to work from an approved leave of absence.
4. If the University closes one or more departments, or merges one or more departments into another, then Employees who are assigned by the University to move from one department to another shall retain their seniority.
5. In applying Section 2, the University shall have the right to consider the qualifications, skills, experience, Board status, language skills, and other relevant factors in determining whether to grant or deny a request, and the parties agree that the patient care needs of the University and the Hospital shall be the primary consideration in resolving any conflict.

ARTICLE 27 – PATIENT CARE COMMITTEE

The Employer and the Union agree that quality and safe patient care is the primary goal of both parties, and that this is best served when doctors have a voice in patient care issues, such as staffing, case/work load, ancillary support, equipment and planning decisions, and a forum to meet with administration and management on an on-going basis to ensure quality and safe

patient care. To that end, the parties hereby agree to establish the Patient Care Committee and further agree as follows:

- (1) The Patient-Care Committee shall be established consisting of representatives of the Employer and Employees from various departments within the bargaining unit, appointed by the Union, with the following objectives:
 - (A) To work toward the improvement of patient care and to recommend ways and means to improve patient care;
 - (B) To develop a method of classifying patients according to acuity of illness;
 - (C) To address problems and concerns related to staffing and case/work loads;
 - (D) To review and address possible concerns regarding patient flow as it impacts patient care;
 - (E) To analyze and discuss the recruitment and retention of staff;
 - (F) To discuss other concerns of mutual interest as they relate to patient care; and
 - (G) To discuss administrative matters, policies or practices that have an effect on patient care.
- (2) The committee shall meet quarterly for at least an hour, or as needed when requested in writing by the President of the Union or the Senior Associate Dean. Committee members shall be paid for time spent in the meetings provided for in this Article and such time shall be counted as time worked.
- (3) Any recommendations arrived at shall be promptly forwarded, in writing, to the Medical Director, who shall review the recommendations and provide the committee with a written response within thirty (30) calendar days with regard to such recommendations. It is expressly understood and agreed by the Union that the final decision with respect to implementation of many recommendations will be within the sole discretion of the New York City Health and Hospitals Corporation and the Executive Director of Harlem Hospital, and that nothing herein shall infringe on the Corporation's authority. The failure or refusal of the University or the Corporation to implement any recommendation shall not be subject to the grievance and arbitration provisions of this agreement.
- (4) Employees are encouraged to discuss, report and speak about patient care concerns, and no employee shall be disciplined or retaliated against by the University or the Union for doing so and/or for cooperating in the investigation of the same. Employees are required to cooperate in the investigation of patient care concerns, and to report patient care incidents in accordance with law.

ARTICLE 28 - TEACHING

The University and the Union recognize the importance of the Hospital's role as a teaching facility. The parties will cooperate to provide an environment which is conducive to teaching, and will cooperate to provide education for medical students and residents in accordance with medical, legal and regulatory guidelines.

ARTICLE 29 - VACATIONS

1. Staff members shall be entitled to the following vacation allotment:

<u>LENGTH OF SERVICE</u>	<u>EARNED VACATION RATE MAXIMUM ALLOWANCE</u>
Date of Hire to 20 years	2 days per completed month of service up to 23 days
Twenty (20) years or more	2 1/2 days per completed month of service up to 28 days

2. As vacation is earned on a month-to-month basis during active service, it may be used by the staff member. However, the total allowance earned by the staff member's anniversary date must be used by June 30th of the following year; it may not be accumulated nor may the staff member receive pay in lieu of unused vacation days. Such vacation may not be used before it has been accrued.
3. Vacation pay will be based upon a staff member's current base salary.
4. Staff members who have received a promotion to a new department or have transferred to a new department, may carry a maximum of 23 earned vacation days to their new department.
5. Staff members who work less than 100% of effort shall receive vacation on a prorated basis.
6. Requests for vacation shall be submitted in writing to the employee's chief of service, who shall approve or deny the request in writing within ten (10) business days based upon operational requirements. Approval shall not be unreasonably denied. Vacation approval may be rescinded in event of an emergency. Employees will be reimbursed for

any non-refundable out-of-pocket expenses which are not covered by trip cancellation insurance or which cannot be applied to a future vacation.

ARTICLE 30 - HOLIDAYS

1. The holiday schedule will conform to the holiday schedule of the New York City Health and Hospitals Corporation at Harlem Hospital. Only staff members scheduled to work on a holiday shall be eligible for holiday compensation. If an employee is scheduled to work, as a part of the regular schedule on a holiday, that employee shall be entitled to equivalent compensatory time off on some other day as arranged in the Department.
2. Current holidays are:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr.'s Birthday	Election Day
Lincoln's Birthday*	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Two (2) floating holidays
Labor Day	

* Lincoln's Birthday will be considered a "floating holiday."

ARTICLE 31- UNPAID LEAVES

Staff members shall be entitled to the following leaves:

1. Maternity Leave

Maternity shall be treated just as any other non-occupational disability circumstances and shall not exceed six months in duration. Medical expenses incurred during pregnancy and maternity shall be covered for all eligible staff members under Article 15 as would any other disability.

2. Personal Leave

A staff member may be granted a leave of absence without pay, not to exceed six months. Such leaves require the prior approval of the Director of Service, the Medical Director and the Vice President for Human Resources or their designees. Such leaves may be granted for, but not limited to, the following: illness in the family, education, or compelling personal needs. The University reserves the right to require written substantiation of the conditions prompting the need for such a leave of absence. A staff member who has been granted a leave of absence for personal reasons must be returned to the same position upon completion of the leave or to a position of equivalent rank and salary.

ARTICLE 32 – HEALTH AND SAFETY

1. The Affiliate will continue to undertake all reasonable efforts to provide a healthy and safe work environment in accordance with applicable laws and regulations and accreditation standards. Employees will comply with all health and safety requirements applicable to them or their work.
2. If an employee's job-related tasks include exposure or potential exposure to blood, blood products, body fluids, needle sticks or cuts by other sharp instruments, the Affiliate agrees to provide Hepatitis B and C, TB, and/or HIV testing to such employees. Such testing shall be provided at the employee's request and free of charge to the employee. The Affiliate will also provide Hepatitis B vaccination, HIV prophylactic treatment and any other immunization required by the Affiliation, law and or regulation free of charge at the request of an employee.
3. Any employee who reasonably believes that a working condition, equipment or situation places him/her at risk for injury or illness above and beyond that contemplated by usual working conditions expected to exist in a hospital setting, shall immediately notify his/her supervisor. The supervisor shall investigate and determine whether an unsafe condition exists, and if so, shall take appropriate action. In any case in which an employee is faced with physical assault, he/she may remove themselves from the situation and shall report the situation to a supervisor.
4. Employees are encouraged to discuss, report and speak about health and safety concerns, and no employee shall be disciplined or retaliated against by the University or the Union for doing so and/or for cooperating in the investigation of the same. Employees are required to cooperate in the investigation of health and safety concerns, and to report health and safety incidents in accordance with law.

ARTICLE 33 - CONTINUING EDUCATION

1. The University is committed to encouraging and assisting its Employees to increase and broaden their skills and knowledge through continued education in areas that will contribute to their job performance with the Employer. To this end, the Employer agrees to establish education and training programs and policies that will support this commitment.
2. All Employees will be afforded equal access to education and training programs and opportunities consistent with departmental staffing needs and the CME procedures herein.
3. Staff members who are employed for sixty percent (60%) of effort or more shall be entitled to up to ten (10) days for educational leave each fiscal year to attend professional conferences. This leave shall be with pay and the staff member shall receive up to \$2,500 to cover documented expenses for attendance at said conferences. However, in the event a staff member is delivering a paper at said conference, he/she shall receive up to \$2,750 to cover documented expenses. The Employer will provide approval/disapproval of the conference within 30 days of submission of the application by the member.
4. Staff members who are employed for fifty percent (50%) to fifty-nine percent (59%) of effort shall be entitled to up to ten (10) days for educational leave each fiscal year to attend professional conferences. This leave shall be with pay but said staff members shall receive no reimbursement for expenses. However, in the event a staff member is delivering a paper at said conference he/she shall receive up to \$2,750. to cover documented expenses. The Employer will provide approval/disapproval of the conference within 30 days of submission of the application by the member.
5. The schedule charted herein serves to clarify sections 3 and 4 above.

<u>% OF EFFORT</u>	<u>NO PAPERS PRESENTED</u>	<u>PAPERS PRESENTED</u>
0-49%	None	None
50-59%	10 days	10 days and \$2,750. Maximum for Documented Expenses
60% or more	10 days and \$2,500. Maximum for Documented Expenses	10 days and \$2,750. Maximum for Documented Expenses

6. Notwithstanding that a staff member may be less than 100% of effort, there will be no prorating of the aforementioned amounts based upon the percentage of effort worked except as indicated in sections 3, 4 and 5 above. The percentage of effort in effect at the time that the request to attend the conference is made to the Director of Service will be used in calculating the level of continuing education benefit.
7. Where conferences do not take the corporate American Express credit card issued to employees, staff members will receive, upon request, travel advances of up to 75% of the amount of anticipated expenses.
8. Staff members are obligated to render a full and documented accounting of their expenses within 15 calendar days of their return from the conference.
9. In order to receive this benefit, the staff member must attend a conference only in the entire United States, Canada and Puerto Rico and must receive appropriate approval of his/her Director of Service, and the Medical Director of the Affiliation.
10. Continuing education leaves shall not be cumulative and shall not be carried from one fiscal year to another except that there shall be a carryover of \$350.00 per year.
11. Effective July 1, 1990, each employee shall be entitled to receive \$200. toward the cost of medical books, professional dues or other related educational expenses upon approval of documented expenses.
12. Subject to operational needs, the Employer shall accommodate those doctors studying for their boards by allowing them to use compensatory time and educational leave for that purpose.
13. The employer will reimburse members of the bargaining unit within 30 days of submission of the documented accounting of their travel expenses.

**ARTICLE 34 - LAYOFF ALLOWANCE AND
REDUCTION IN PERCENTAGE OF EFFORT**

1. The Affiliate agrees to provide either four (4) months' notice or alternatively, four (4) months' paid salary to employees who have completed one (1) year of service and are laid-off.
2. The Affiliate agrees to provide either two (2) months' notice or alternatively, two (2) months' pay differential in salary to employees who have completed more than one (1)

year of service whenever there is a reduction in the percentage of effort of more than ten percent (10%) or whenever such a reduction in percentage of effort changes the benefits status of the employee. This provision applies to reductions in percentage of effort which are initiated by the Employer. It shall not apply in those instances where reductions in percentage of effort are initiated at the request of the Employee.

3. When it becomes necessary to lay-off individuals the Director of Service shall consider requirements of program reconfiguration as well as achievement in the following areas: certification/qualification, experience, clinical performance, department responsibilities, scholarly and clinical productivity, teaching, hospital activities, length of service, satisfaction of time requirements, performance evaluations including performance of medical record documentation.

ARTICLE 35 - RESIGNATION AND REQUESTS FOR REDUCTION IN PERCENTAGE OF EFFORT

1. Whenever an Employee resigns, he/she will have the responsibility to give one (1) month's notice to the Employer.
2. Whenever an Employee requests a reduction in percentage of effort on his/her own initiation, he/she shall request the change one (1) month in advance of its intended effective date.

ARTICLE 36 - ASSIGNMENT OF CONTRACT

This Agreement shall be binding on all the parties hereto, their legal representatives, assignees and successors in interest and shall survive changes of name or reorganization.

ARTICLE 37 - MANAGEMENT RIGHTS

Except as in this Agreement otherwise provided, the Affiliation retains the exclusive rights that are ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner, and they shall remain subject to the grievance procedure.

ARTICLE 38
EFFECT OF LEGISLATION - SEPARABILITY

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

ARTICLE 39 – INDEMNIFICATION

1. The defense and indemnification provisions under the Employer's Affiliation Agreement with the New York City Health and Hospitals Corporation for Harlem Hospital Center indemnify and hold harmless each Employee from any claim for damages for acts committed by the Employee which constitute acts of malpractice or acts arising out of the diagnosis and treatment of patients or acts committed while performing other administrative functions in the performance of the Employee's duties and within the scope of his/her employment and his/her clinical privileges.
2. Indemnification shall be pursuant to the express provisions of the Affiliation Agreement.
3. The indemnification provisions shall not be subject to the grievance and arbitration procedures under this agreement.

ARTICLE 40 - DURATION OF CONTRACT

This Agreement shall be effective October 1, 2003, and shall continue in full force and effect until December 31, 2006.

**FOR THE TRUSTEES OF
COLUMBIA UNIVERSITY IN THE
CITY OF NEW YORK,
HARLEM HOSPITAL
AFFILIATE:**

**FOR THE
UNITED DOCTORS ASSOCIATION
OF HARLEM HOSPITAL CENTER,
AFFILIATED WITH DOCTORS
COUNCIL:**

Ernest Hart, AVP
Employee and Labor Relations

Barry Liebowitz, MD, President,
Doctors Council

John Herbert, MD, Sr. Assoc. Dean

Mathews Hurley, MD, President, UDA

Ellen P. Giesow, Associate Dean

Frank Proscia, MD, Executive Director

Robert W. Linn, Esq.

Kevin Collins, Director of Contract Admin

Richard Bethel, Esq.

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EXHIBIT A
ADMINISTRATIVE RESPONSIBILITIES - ON CALL

ANESTHESIOLOGY ON CALL

There is attending on call coverage sufficient to supervise all elective approved anesthetizing locations (AALs) at a 1 to 1 or 1 to 2 ratio of attending physicians and certified registered nurse anesthetists (CRNAs). This usually permits 4 or 5 (sometimes 6) locations in the main operating room, one or two AAL in obstetrics, one AAL for endoscopy and a float person for emergencies and codes.

Personnel are assigned the day before and all such assignments are flexible. The high stress of our work, along with the uncertainty of ones duties places an additional emotional burden on the already overworked staff. For this reason, CRNAs and physician anesthesiologists are paid more than other providers with “similar” educational backgrounds at other institutions. I respectfully request that the professionals in our department be given the same courtesy and respect to equal dignity.

OPHTHALMOLOGY ON-CALL INTER-SERVICE CONSULTATION

POLICY STATEMENT: All emergency and urgent requests for consultations from other services must be evaluated by the on-call resident immediately (for emergency request) or within 3 hours (for urgent requests).

PURPOSE: In order to ensure that Ophthalmology consultation services are available on a 24 hour basis.

RESPONSIBILITY: The first on-call resident has a responsibility for carrying out this policy and ensuring that it takes place by calling the second on-call resident, attending on-call or second on-call attending serving as admitting officer of the day in that order.

PROCEDURES: The first on-call resident carries out the consultation seeking assistance when needed in the order of responsibility as indicated.

CONTROLS: Resident coordinator and associate director responsible for ensuring the implementation of this policy.

The schedule makers should keep a tally of number of days on call within each of the three priorities and file this record with the Confidential Secretary for future reference.

The First On-Call Resident after completion of the first six months of residency may leave the hospital premises only if a return can be made within 20 minutes. The Emergency Room, Telephone Operator and Nurse on 9N must be notified when the resident is leaving for home and where he/she can be reached.

Considerable time and effort is spent in the development of on-call and rotation schedules. All schedules are to be presented to those affected for approval before final schedule is given to the Confidential Secretary for typing and distribution. Only in the case of last minute emergencies should any change in these final schedules take place. All changes must be approved by the Director before notifying the various sections of the hospital concerned. These include:

1. Departmental Administrator
2. Nurses Station, 9 North
3. Adult Eye Clinic Head Nurse
4. Appointment Clerks of the Adult Eye Clinic, Children's Eye Clinic and the Department of Public Health Eye Clinic
5. The Emergency Room, Adult and Children's
6. Switchboard Operators

Any changes in resident's or attending's schedules will be made through the Confidential Secretary who will indicate these changes on the Resident's Bulletin Boards in both the Adult Eye Clinic, 9N Nurses Station and Administrative Office.

Departmental schedules are necessary for coordinating our efforts and cannot be effective if they are not accurate.

ORTHOPAEDIC SURGERY

I. Work Day:

House staff should be on duty from 7:15 AM (ward rounds) until 5:00 PM. The night schedule covers the period from 5:00 PM until 8:00 AM. The switchboard operator and the area to which you are assigned should be informed of your whereabouts (the phone number in case of paging system failure). All absences from the hospital grounds must be cleared with the Chief Orthopedic Resident or the Attending on call. The work day on Saturday begins at 8:00 AM and ends at noon. Sundays and Holidays begin at 8:00 AM and end at 8:00 AM the following day. Each ending shift must communicate with the on coming shift to insure proper continuity of care.

II. Ward Activities:

Ward rounds should be made by the House Staff prior to 7:45 AM Monday through Saturday, and before 9:00 AM on Sunday. Blood work, x-ray requests, consultations, fluids, transfers, etc., to be done that day should be arranged for at this time. Every patient must be seen and problems must be sought out. Seriously ill and post-operative patients and complaints must be checked thoroughly. The senior resident must report problems on his ward to the Attending in charge.

Other ward work such as working up patients, setting up or adjusting traction, changing dressings, applying or removing casts, supervising exercises of patients, chart summarizations, chart rounds, etc., should be done during the day or early evening when other duties such as clinic, operating room or Accident ward do not interfere. Attendings covering the ward should make rounds with the residents and interns at least once daily. Grand ward rounds are Wednesday at 4:00 PM. Complete work-up x-ray and as much laboratory data as possible should be available in the morning for each patient admitted during the preceding 24 hours, preferably between 8:00 and 9:00 AM.

Discharge summaries are the responsibility of the senior resident. They are to be completed prior to discharge of the patient. A final note must be written in the chart. Be sure to record when the patient can attend work or school. A check should be made to see that pertinent laboratory test results, x-ray reports, operative reports and consultation requests are on the chart and the appropriate action is taken. All discharges must be approved by the Attending surgeon.

Transfer summaries to be given to the patient are the responsibility of the orthopedic resident. The chart must be simultaneously summarized as for a routine discharge.

OBSTETRICS & GYNECOLOGY

Attending Faculty Night Call Agreement:

A. Attending faculty will continue providing in-house coverage of all clinical functions (24-hours per day, 7 days per week, each day of the year).

B. There will be no changes made from our present system of compensation for on-call duties.

C. For the purpose of assuring that there be fair, safe, and reasonable rest periods between clinical activities, the following changes (pertinent to in-house night call) have been discussed, and agreed upon, by the Faculty Members and the Director of the Department of Obstetrics and Gynecology:

1] When Attending Faculty members have been on-call in the hospital all night, they will be expected to have clinical responsibilities for a period of time that ends no later than 12:00 noon the following day.

2] Exceptions to the above statement may be based on particular scenarios, such as in the following examples:

a. When an Attending takes night-call on Friday or Saturday nights (when no scheduled clinical activities would normally follow the next day), a compensatory half-day may be taken off at a later date during the following two-week period of time. This compensatory time must be requested, in writing, within one week of the publishing of the call schedule, and must be used within two weeks of the call night in question. no compensatory time may be taken in advance of that particular call night. Only half-day blocks of time will be allowed in this regard.

b. If an Attending is on night-call (Sunday through Thursday), and is scheduled to work in one of our late-evening out-patient clinics, a similar half-day of compensatory time will be allowed at a later date, using the above guidelines.

c. If an Attending is scheduled for night call on Monday through Thursday and has no clinical duties scheduled at the Harlem Hospital Center or its satellite clinics for the day following the call, then no half-day compensation time will be given at a future date.

D. This agreement will be effective as of August 1, 1990 if and when it is found to be acceptable to the United Doctors of Harlem organization. We would need to have a written notice of acceptability from that body before assuming that we may proceed with the elements of this agreement. No such activity can be executed by the Department without such a written document.

EXHIBIT B

OBSTETRICS/GYNECOLOGY REORGANIZATION

(A) Effective October 1, 2000, the annual salary of doctors in Obstetrics/Gynecology will be \$160,000 - \$180,000, subject to the following:

- (i) Initial salaries will be determined as follows:
\$160,000 will be the salary for doctors with up to 5 years of experience in the field and who are not Board certified;
\$170,000 will be the salary for doctors who are Board certified and who have less than 5 years experience in the field, or who if not certified have 5 or more years of experience in the field;
\$180,000 will be paid to doctors who are Board certified and have 5 or more years of experience in the field.
- (ii) All new employees hired will be hired under the terms of this paragraph (A).
- (iii) Positions will be at 100% effort only, and no part time positions will be created.
- (iv) Employees will not be paid any additional compensation for night coverage except as provided in paragraph (v).
- (v) Employees will be required to work an average of one overnight or one 24-hour weekend coverage per week. Any employee who averages more than one overnight or 24-hour weekend per week in any calendar quarter will be paid sessionals for the time in excess of one per week.
- (vi) The Director and Assistant Director will be responsible for assuring coverage and for equalizing the overnight and weekend work among employees under (v) above. Reasonable efforts will be made to equalize weekend and overnight coverage; and to equalize obstetrics and gynecology assignments.

(B) Incumbent employees on the date of ratification will be offered the opportunity to accept a position as outlined in paragraph (A). Employees must make their decision within 90 days of ratification. Employees who decline the offer will be employed on the following basis:

- (i) Employees will receive general wage increases applicable to employees outside of OBS/GYN.
- (ii) Part time positions will be continued at pro rated salaries.
- (iii) Employees will be eligible for sessional hours as needed.
- (iv) Sessionals will not be offered a position until all employees in positions defined in paragraph (A) have been assigned, and are not guaranteed either in terms of number available or to individual employees.
- (v) Positions under this paragraph (B) will be eliminated by attrition as incumbents accept positions under paragraph (A) or terminate employment.

Incumbent employees who elect to accept a position as described in paragraph (A) who wish to return to their prior status may do so by written request within six (6) months of the date that they began working in the new position.

In the event of layoffs within the department under Article 24 of the collective bargaining agreement, the University will apply the criteria set forth therein, and will not select employees who elect to remain under paragraph (B) for layoff solely because they did not elect to accept employment under paragraph (A).

EXHIBIT C

EMERGENCY DEPARTMENT

Except as provided in Exhibit D, employees in the Emergency Room will work under the following guidelines:

- (a) Employees will not be paid any additional compensation for night coverage.
- (b) Employees will be expected to take two on-call slots a month, with the expectation that they will probably only be called once per month on average.
- (c) On-call may be used to cover sick time, holidays, and some vacation days, in addition to unusual work loads or emergencies.
- (d) Employees will not be called in automatically to cover for someone who is out until staff levels and patient loads have been assessed by the Director.
- (e) The Director will be responsible for assuring coverage and for equalizing the on-call work among employees.

EXHIBIT D

Harlem Hospital Coverage Practices by Department and Compensation

Anesthesiology – Effective January 1, 2004:

1. Employees will be required to work 144 sessional hours of any kind in the Hospital per calendar quarter (any time beyond the 40-hour work week) without additional compensation, including first and second 24-hour calls each month, working extra hours in a day or coming into the Hospital while on-call (but not on-call while at home) . The number of hours will be prorated for part time employees.
2. Employees will receive sessional pay for all hours worked in the Hospital in excess of 144 hours (or as prorated) in any calendar quarter. Such payment shall be in the paycheck of the month immediately following the quarter provided the Employee completes his/her Certificate of Effort by the 10th of the month following.
3. Employees may elect to use “time due” as compensatory time by agreement with the Director, or may only be required to use “time due” in the event that they have worked an excess number of continuous hours in a day.
4. Time due taken will not count toward fulfillment of the 144 hour (or as prorated) requirement.
5. Sessional hours will be offset by any unpaid leave taken during a given work week.

Dentistry- No coverage by dentists, residents handle coverage.

Oral Surgery - 3-4 dentists cover a month at a time. Averages 4 months a year of coverage. Some week-end coverage and night emergencies.

No additional compensation in time or money. Oral surgeons who cover more than four months per year will receive compensatory time on a 1:4 ratio for the fifth or subsequent months.

ER (Adult & Peds)

Employees in the Adult ER will be required to work 1710 actual clinical and administrative hours in a fiscal year, exclusive of vacation, sick leave, holidays (including floating holidays/personal leave), CME days and jury duty. Employees in the Pediatric ER will cover 1808 hours of work time per year; hours are net of vacation and CME.

No doctor whose actual clinical and administrative hours are less than the stated number in a fiscal year will have any time deducted from his/her leave balance.

After working the stated number of hours in a year, employees will receive sessional payments for all additional time until the start of a new one-year period. An employee whose employment terminates prior to the end of a year will have the hours worked pro-rated to determine whether the employee is eligible for sessional payments, and will be paid for any sessionals due upon termination.

Implementation of the combined adult and pediatric coverage will occur when physicians in the adult ER have received training in pediatric ER procedures, and the two ERs have been moved to the same or adjacent physical locations.

Medicine- In-patient – There are two attendings per ward on three wards each month. Some are hospitalists and are on the ward many more months than some rotators. The two people per ward share 24-hour coverage for off-hours for the month. (Each attending supervises and documents supervision of their admitted patients 24 hours a day with the exception of weekends and holidays. On weekends and holidays one of the two attendings is responsible for all the ward teams' patients. Each ward team attending pair decides between themselves the weekend/holiday coverage schedule.) Must be able to get to the hospital if needed. This is rare. General medicine attendings take monthly in-patient call about two months a year, as do specialists who do not have ICU requirements. Specialists who have in-patient ICU requirements take one general ward month per year.

Clinics - Managed care phone coverage by 1 person a day among 9-10 primary care providers. Renaissance covers one week every 3 months for all companies.

Sub-specialties. There is a rotating on-call schedule per month for ICU, CCU, RICU. They do one month of general wards per year and approximately three months of ICU coverage per year.

For all of the above coming in is a rare event.

Hemodialysis - has the same type of call schedule but they do come in more frequently. They have 2-3 months of Dialysis unit coverage per year.

No additional compensation in time or money for the above coverage. (*Physicians rarely record compensatory time at present.*) Attendings (other than hospitalists) covering in-patient service who cover for more than three months in a year will receive compensatory time on a 1:4 ratio for coverage time worked in the fourth and subsequent months.

Neurology Same as Medicine. Attending physician is assigned per month and takes all coverage. Currently two individuals on staff at Harlem Hospital Center cover one month at New York Presbyterian and one month at Harlem Hospital Center per year. Other months are covered by physicians from New York Presbyterian.

No additional compensation in time or money for the above coverage. (Compensatory time has never been paid in this department.)

Obs/Gyn As per existing agreement.

Ophthalmology – 1st call must answer every call at hospital-emergency surgery and emergency eye care. Used to be entirely done by residents. There is only now one resident. Therefore, junior attendings cover Monday, Tuesday, Wednesday and Thursday (1 week-day per attending). This group also covers every fourth weekend and holidays.

2nd call is back-up and is for availability of second surgeon if needed for emergency service. This call is comprised of more senior attending physicians. 3rd call – AOD - is carried by Associate Director and Director.

Time credit for hours worked and one for every four hours a call to a max of 32 per month. This credit is eliminated and that time will be used for clinic coverage. Salary is enhanced to compensate. Compensatory time will be granted on a 1:4 ratio after 20 hours of clinic coverage in a week for 50% effort.

Columbia is prepared to change the 1st call coverage system so that all physicians rotate coverage on a mutually-acceptable schedule should UDA prefer.

(Incumbent employees working on the existing schedule will not be required to work on the new schedule and will not receive the February 1, 2002 market adjustment, However, incumbent employees will be offered the opportunity to accept a position on the new schedule effective February 1, 2002, in which case they will receive the adjustment. All newly-hired employees will be required to work on the new schedule.)

Orthopedics - First call once every five days

Same practice as Surgery

Pathology - Blood Bank, Chemistry, Microbiology cover 24/7 365 days a year less vacation and conference time. Anatomic pathology rotates coverage for a week once every three weeks.

No additional compensation in time or money for the above coverage. (Compensatory time has never been paid in this department.)

In anatomic pathology, compensatory time on a 1:4 ratio will be granted for coverage exceeding once every three weeks (excluding coverage for vacations).

Pediatrics - In –patient - Two physicians are on the in-patient service per month. They split the schedule of 24 hours, week-ends and holidays. Resident on duty calls at 10 P.M. each night with up-date on status. *Faculty in Pediatrics average one month of in-patient coverage per year.*

Peds ICU- ICU physician provides all coverage except when he is away.

Neonatal – 3-4 nights a week attending covers in-house, other nights a senior resident. Resident coverage is limited due to RRC regulations.

Clinic - coverage 24 hour managed care phone coverage split by clinic MD's, those performing in–patient coverage excluded for those months

No additional compensation in time or money for the above coverage. *(Physicians generally record compensatory time at present.)* Compensatory time on a 1:4 ratio will be granted for in-patient coverage (excluding neonatal and peds icu) in excess of one month per year.

Psychiatry (See implementing provisions in Exhibit J)

Sessional payments will be made for extra shifts.

Radiology- Currently each attending is scheduled one week on call to back-up residents and to assure that emergency room reading are complete. No compensation but they do record extra time spent if any. On Saturday and Sunday an attending is assigned to ER for 4 hours and paid sessional funds. They also get sessional funds for unusual back-ups.

All Radiologists will provide on-site coverage 4 hours each weekend day and will clear backlogged work at Harlem Hospital Center for no additional compensation (60 hours per year per employee, pro rated for part time employees.) Sessionals will be paid for all time in excess of that number of hours, adjusted on a quarterly basis.

Rehabilitation Medicine – 1st call is to Medicine resident covering neurology. Attendings come in as needed. Call rotated evenly among all attendings according to % of effort (i.e. 100% takes more calls than 50%) They don't come in on a regular basis. 4 times a month is maximum. Attending physicians take monthly about two months a year.

No additional compensation in time or money for the above coverage. (*Physicians generally record compensatory time at present.*)

Attendings who cover more than four times per month will receive compensatory time on a 1:4 ratio for the fifth and subsequent days.

Surgery- General Surgery
ENT- 1st call every other night
Thoracic surgery - 1st call every night
Vascular surgery - 1st call every 3rd night
Neurosurgery - 2 people have 1st call and 2nd call every night (Network coverage)
(Employees will have first call every sixth day, and second call every sixth day, spaced every third day.)
Pediatric surgery - 1st call every third night
Plastic surgery - 1st call every third night
Urology - 1st call every third night

First call-in for all operations and all evaluations of major trauma related to the specialty. Time credit of hours worked and one for every four hours on call to a max of 32 hrs. per month. Columbia proposes the elimination of this compensatory time credit.

Employees other than intensivists who work on call in excess of the above during the calendar quarter will receive compensatory time at the 1:4 ratio.

When an individual is required to be physically present between the hours of 7 p.m. to 7 a.m., between 7 a.m. Saturday and 7 a.m. Monday, and on legal holidays, the physician will receive 1.4 hours credit.

Intensivists will receive a \$1250 per month salary adjustment in lieu of compensatory time credit, or will receive 32 hours of compensatory time per month. Employees must make an annual election between cash or compensatory time.

General surgery will change to 48 on-calls (1st or 2nd) per year. An employee whose employment terminates prior to the end of a year will have the on-calls pro rated to determine whether the employee is eligible for compensatory time, and will be paid upon termination.

NOTE:

Under Articles 22 and 23, all work outlined above as the basic schedule will be performed without additional compensatory time or sessional payments.

To the extent that an employee exceeds the stated hours or days or shifts of coverage, where specified, the employee would receive compensatory time or sessional payments as indicated above.

EXHIBIT E

SUMMARY OF OFFICER TUITION BENEFITS

(See Article 16 for modifications to this chart)

Tuition Benefits

You and your family members are eligible for tuition exemptions from Columbia, Teachers College, and Barnard College. Your children may also be eligible for college scholarships. If your child is a candidate for an undergraduate degree at an accredited college or university other than Columbia or Barnard College, he or she may be eligible for a scholarship equal to 50% of undergraduate tuition

Tuition at a Glance

For You*

	<i>Undergraduate Courses</i>	<i>Graduate Courses**</i>
Degree Programs at Columbia, Barnard, or Teachers College	15 points per term. Officers of instruction or research with a professorial rank or the research equivalent are limited to one course per term.	15 points per term. Officers of instruction or research with a professorial rank or the research equivalent are limited to one course per term.
Non-Degree Courses at Columbia only	One course per term.	One course per term.

For Your Spouse/Same-Sex Domestic Partner†

	<i>Undergraduate Courses</i>	<i>Graduate Courses**</i>
Degree Programs or Non-Degree Courses at Columbia only	100% tuition exemption.	Officer hired: <ul style="list-style-type: none"> • Before 7/1/1987: 100% tuition (except Law School).† • 7/1/1987–6/30/1993: 7 points per term (except Law School).† • After 6/30/1993: No benefit.

For Your Children (or Those of Your Spouse/Same-Sex Domestic Partner)††

	<i>Undergraduate Courses</i>	<i>Graduate Courses**</i>
Degree Programs at Columbia or Barnard	100% tuition exemption.	Officer hired: <ul style="list-style-type: none"> • Before 7/1/1987: 100% tuition (except Law School).† • 7/1/1987–6/30/1993: 50% per term (except Law School).† • After 6/30/1993: No benefit.
Non-Degree Courses at Columbia or Barnard	100% tuition exemption if the student is a candidate in good standing at another college or needs special preparation to enter college or graduate school.	Officer hired: <ul style="list-style-type: none"> • Before 7/1/1987: 100% tuition (except Law School).† • 7/1/1987–6/30/1993: 50% per term (except Law School).† • After 6/30/1993: No benefit.

For dependent tuition benefits for colleges other than Columbia or Barnard, see [College Tuition Scholarships](#); for dependent tuition benefits for New York City private schools, see [Primary Tuition Scholarships](#).

<http://www.hr.columbia.edu/hr/benefits/cts/eligibility/index.html>

<http://www.hr.columbia.edu/hr/benefits/cts/eligibility/index.html>

Notes

- * Postdoctoral research scientists/scholars are limited to one course per session in the American Language Program. Postdoctoral fellows are not eligible for tuition benefits.
- ** As of January 1, 2002, the value above \$5,250 of tuition exemption for graduate courses—except those that are job-related or taken as part of an undergraduate program—is considered taxable income, and therefore Columbia will withhold taxes.
- † The benefit for graduate tuition is provided by the school of admission, not by the tuition exemption program.
- †† The value of tuition exemption for your same-sex domestic partner and their children is considered taxable income by the Federal Government, and therefore Columbia will withhold taxes. This applies to both undergraduate and graduate courses.

NOTE:

As of January 1, 2002, the value above \$5,250 of tuition exemption for graduate courses, except those that are job-related or taken as part of an undergraduate degree program, is considered as taxable income and is, therefore, subject to the applicable taxation.

The value of tuition exemption for your same-sex domestic partner and your same-sex domestic partner's children is considered taxable income by the Federal Government and is, therefore, subject to the applicable taxation. This applies to both undergraduate and graduate courses.

EXHIBIT F

SESSIONAL PAYMENTS

Assumes schedule set forth in Exhibit D and Article 23 has been met.

Anesthesiology	\$140.00	
Dentistry	\$80.00	
ER	\$85.00	
General Medicine	\$85.00	
Neurology	\$54.46	(derived from salary minimums div by 2080 hours)
OB-GYN	\$75.00 (on call OB) \$50.00 (Gyn)	
Ophthalmology	Compensatory time only.	
Orthopedics	\$85.00	
Pathology	Compensatory time only.	
Pediatrics (general)	\$70.00 (day) \$80.00 (night)	
Psychiatry	\$85.00	[ER - CPEP]
Radiology (non-specialty)	\$150.00	
Radiology (Mammographer, Neuroradiologist and Interventionist (Board Certified))	\$200.00	
Rehab Medicine	\$85.00	
Surgery	\$85.00	

EXHIBIT G

INDEMNIFICATION

Current draft - Article 23 of the Affiliation Agreement between Columbia University and the New York City Health and Hospitals Corporation

REPRINTED FOR INFORMATION PURPOSES ONLY
SUBJECT TO CHANGE WITHOUT NOTICE BY AGREEMENT OF THE UNIVERSITY AND THE CORPORATION

23.1 Scope of Defense and Indemnification

Subject to the limitations and conditions set forth in Sections 23.2 and 23.3 of this Agreement, the Corporation shall defend, indemnify and hold harmless the Affiliate, the Contract Services Providers including, but not limited to, Post-Graduate Trainees on rotation through Corporation facilities other than the Facilities, and all other Affiliate trustees, directors, officers, employees and agents from any and all claims, suits, actions, proceedings, expenses, costs, liability, losses or damages for (a) acts of malpractice of the Affiliate or the Contract Services Providers arising from the obligatory or voluntary provision of patient care services or the diagnosis of Patients while performing Contract Services; and (b) acts of malpractice or other acts or omissions arising out of the operation or supervision of services at each Facility that are committed or alleged to have been committed by the Affiliate, Contract Services Providers or any other Affiliate employees while they are performing functions pertaining to this Agreement either on an obligatory or volunteer basis.

In addition, the Corporation shall defend and indemnify the Affiliate for actions it may take in compliance with Sections 1.3(f), 2.3(f), 26.8 and 28.15 hereof.

23.2 Limitations on Defense and Indemnification

The defense, indemnification and hold harmless provisions of Section 23.1 shall not apply to the following:

(a) Contract Services Providers who shall charge a fee for Contract Services rendered pursuant to this Agreement, whether or not such payment is either directly or indirectly made or received by such Contract Services Providers. However, any Contract Services Provider who shall have executed an assignment of fees for the benefit of the Corporation (as set forth in Attachment D or Attachment D-2), including an assignment of fees to a Board-approved Faculty Practice Plan or fee-for-service plan (as set forth in Attachment J, or a mutually acceptable agreement) shall not be considered to have charged a fee for purposes of this Section 23.2(a);

(b) Acts or omissions to act by the Affiliate or Contract Services Providers occurring anywhere other than (i) at either Facility; (ii) at either Facility's satellite facilities (i.e., those facilities outside of either Facility where health care is provided as part of a program conducted with the approval of or requested by the Corporation) or at other sites where the Corporation has approved the provision of Contract Services; (iii) during transfer of a Patient in a Corporation vehicle; or (iv) during transfer of a Patient in a non-Corporation vehicle accompanied by a Contract Services Provider;

(c) Acts or omissions to act by the Students;

(d) Acts by Physician Providers while providing Contract Services hereunder when (i) the privileges conferred upon them by the President on behalf of the Governing Body have been suspended or revoked, or privileges have been formally modified specifically to exclude the performance of the particular activity giving rise to the request for indemnification and the Physician Provider has been so informed in writing; or (ii) the Physician Provider's eligibility to participate in the Medicaid or Medicare programs has been terminated. Nothing contained in this Section 23.2(d) shall relieve the Corporation of its obligation to defend, indemnify and hold harmless the Affiliate and all parties to which indemnification extends under Section 23.1 of this Agreement (other than the Physician Providers whose privileges have been so suspended, revoked or modified or whose eligibility to participate in the Medicaid or Medicare programs has been terminated) from any and all claims, suits, acts, proceedings, expenses, cost, liability, losses or damage arising out of such acts. Notwithstanding the foregoing, the Corporation shall have no such obligation to defend, indemnify and hold harmless the Affiliate in cases where the Affiliate knew of the termination of the Physician Provider's eligibility to participate in the Medicaid or Medicare programs and did not so inform the Corporation pursuant to its obligation under Section 2.6 hereof; and

(e) Costs of any compensation that may be paid to the Corporation by the Affiliate, pursuant to this Agreement, for failure by the Affiliate to meet the provisions of Sections 3.2(e), 7, and 9 hereof.

23.3 Conditions to Defense and Indemnification

The defense and indemnification as set forth in Section 23.1 hereof shall in each case be conditioned upon the following:

(a) Each person seeking such defense and indemnification shall have promptly executed an application, as prepared and furnished by the Corporation, for coverage under the New York State Excess Liability Pool and shall have authorized the Corporation to submit such application to the Pool's insurance carrier on his/her behalf.

(b) The Affiliate or person seeking such defense and indemnification shall promptly forward to the Corporation any summons or notice of any nature pertaining to claims received or served upon it or such person.

(c) The Affiliate or the person seeking such defense and indemnification shall provide all information and cooperation requested by the Corporation and the City to investigate, adjust, settle or defend such claim, action or proceeding and shall not, directly or through an attorney or agent, take any action constituting a waiver of a legal defense available in response to such claim, action or proceeding.

23.4 Procedure in Connection with Defense and Indemnification

The Corporation Counsel of the City or a law firm designated by the Corporation Counsel and the Corporation shall act as attorney in connection with all claims, actions or proceedings within the purview of this Section 23. No settlement of any such claim or action or dismissal of any such proceeding shall be made otherwise than in accordance with the procedures established by the City, including the Comptroller of the City, for the settlement of claims.

23.5 Indemnification of the Corporation

(a) Subject to the provisions of Section 23.1 hereof, with regard to those Post-Graduate Trainees who may be assigned to the Affiliate Facility or other non-Corporation facility by the Affiliate in accordance with Section 2.10 hereof, the Affiliate or such other facility shall indemnify and hold harmless those trainees and, in addition, the Corporation and the City, their officers, employees and agents, from any and all claims, liability, loss or damage arising out of the activities of said trainees at the Affiliate Facility or at such other facility. Such indemnification shall be in writing and subject to the prior written approval of the Corporation.

(b) The Affiliate agrees to defend, indemnify and hold harmless the Corporation and the City, their officers, agents and employees, from any and all liability, loss, death or damage arising out of the activities of the Students while such Students are at a Facility, in accordance with Section 2.9 hereof. If the Affiliate allows Students from another medical or dental school to receive clinical education at a Facility (as provided by Section 2.9(d) hereof), such other school or the Affiliate shall agree to defend, indemnify and hold harmless the Corporation, the City, and any of its officers, agents or employees from any and all claims, liability, loss or damage arising out of the performance of services by Students while such Students are at such Facility.

23.6 Continuing Obligation to Indemnify

The obligation of the Corporation to defend and indemnify and hold harmless the Affiliate for any claims, suits, actions, proceedings, expenses, costs, liability, losses or damage arising during the term of this Agreement, pursuant to the provisions of this Section 23, shall survive any termination or expiration of this Agreement.

23.7 Corporation/City of New York Operating Agreement

Notwithstanding any other provision of this Agreement, the agreement of the Corporation pursuant to Sections 23.1 through 23.6 hereof shall be equal to the undertaking of the City in effect at the time of execution of this Agreement as set forth in Attachment E, subject to the agreements and understandings set forth in that certain letter dated June 11, 1993 from Lawrence S. Kahn, Assistant Corporation Counsel of the City, to Edna Wells Handy, Esq., Vice President and General Counsel of the Corporation, a copy of which is attached hereto in Attachment F.

23.8 Modification of Indemnification

The parties shall, on or before thirty (30) days following written request from the Corporation, commence good faith negotiations to consider whether to modify the provisions of this Section 23 to (i) require the Affiliate to assume an equitable portion of incremental medical malpractice costs and/or (ii) to take steps to increase Contract Services Provider accountability with regard to increased medical malpractice costs.

EXHIBIT H - Side Letter

February 27, 2004

Richard Bethel, Esq.
Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
New York, NY 10022

Re: Credit for time worked at Harlem Hospital

Dear Richard,

This will confirm our agreement with respect to the calculation of credit for time worked at Harlem Hospital and the grievance of Dr. Manuel Acevedo.

1. Dr. Acevedo's salary will be adjusted to \$170,000 retroactive to February 1, 2002, which was the effective date of the new salary grid, reflecting credit for time worked at Harlem Hospital as an employee of the New York City Health and Hospitals Corporation.
2. The parties agree that there are no other employees who are entitled to a similar adjustment.
3. The parties agree that the modification to the Note at the end of the salary grid which has been agreed upon during negotiations for the new collective bargaining agreement for the period beginning on October 1, 2003, will govern all future cases.
4. The parties agree that time spent as a resident at Harlem Hospital is not "time served at the Harlem Hospital Affiliation as an employee of Columbia University" for purposes of the minimum salary provisions of this agreement.
5. The Union withdraws the request for arbitration filed with the American Arbitration Association on December 18, 2003, based upon the settlement set forth in paragraph 1 of this letter.

Sincerely,

David M. Cohen
Assistant Vice President – Administration

Cc: Ellen Giesow
Michael McGrath, Esq.
American Arbitration Association

EXHIBIT I – PENSION SIDE LETTER

September 23, 2004

Richard M. Betheil, Esq.
Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
10th Floor
New York, New York 10022

Re: Harlem Pension Arbitration Settlement
AAA Case No. 13-300-00050-04

Dear Richard:

This will confirm our agreement as part of the overall settlement of the above-referenced matter that Columbia University will make whole all employees for whom the total dollar increase in salary and pension contribution on January 1, 2005 with the modification in the Faculty Practice Plan pension contribution pursuant to the settlement will be less than it would have been absent that modification (see attached list). The University will pay the amount necessary to make those employees whole as additional base salary each year. This shall not apply for employees who received salary increases pursuant to the settlement in AAA Case No. 13-300-03251-03.

This agreement shall be incorporated in and enforceable as a part of the collective bargaining agreement.

Very truly yours,

David M. Cohen
Assistant Vice President-Administration

AGREED TO
ON BEHALF OF DOCTORS COUNCIL:

Date: _____

Employees eligible for “make whole” effective January 1, 2005:

Employee	Annual Amount of Make Whole
JONAS, STANISLAW PAW	\$21
NAIDU, TUMMALA P	\$21
PILLARISETTY, SITARA	\$22
DAS, HASI	\$24
VANDERBUSH, ERIC JOH	\$25
VALDEZ, VIOLETA	\$25
GOMEZ, AGUSTIN A	\$25
DAVIS, EVELYN M	\$27
SULTAN, SADY	\$27
KILLIAN, PAUL	\$28
SILVERA, MARGUERITE	\$29
BUNYAVIROCH, SUNTHOR	\$31
CHENG, JEN-TSE	\$32
BENDRE, DEODATTA V	\$32
THOMPSON, FRANK F	\$35
SHAFER, STEPHEN QUEN	\$37
GANDHI, RAJINDER PAL	\$37
LOH, JOHN P.	\$952

EXHIBIT J – PSYCHIATRY DEPARTMENT AGREEMENT

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN
DOCTORS COUNCIL, SEIU LOCAL 10MD, AFL-CIO/ UNITED DOCTORS ASSOCIATION (UDA)
(“UNION”)
AND
COLUMBIA UNIVERSITY (“EMPLOYER”)**

The following constitutes the Agreement reached between the parties, the Employer and the Union. Except as expressly provided otherwise in this Memorandum of Agreement (“MOA”), all provisions of the Memorandum of Agreement dated February 27, 2004, including the Collective Bargaining Agreement (“CBA”) by and between the Employer and the Union and any Memoranda of Agreement or Side Letters of Agreement shall continue in full force and effect. To the extent that this MOA contains terms inconsistent with terms of any previous Agreement, side letter or amendment, this MOA shall prevail.

The following shall become effective immediately upon ratification by the Union, which shall notify the employer in writing of ratification.

The parties agree to modify their Agreements as follows pertaining to the department of Psychiatry:

1. Effective March 1, 2006, the number of required sessionals shifts per fiscal year (July 1 – June 30) will be reduced from 12 to 0. Employees will generally be scheduled to work sessionals within their regular division (CPEP, Detox or In-patient) to the extent feasible, but may be requested to work in another division if staffing needs or patient load dictate. All sessional hours worked will be paid at the sessional rate and will be assigned on a voluntary basis. As of this date, the minimum salary shall be \$145,656 for Board Certified Employees and \$130,050 for Not Board Certified Employees.
2. Current Psychiatry Employees are eligible to apply for CPEP and will be given first preference. In the event two or more qualified applicants apply and only one CPEP position is available, then the Employee with more seniority shall be awarded the CPEP position.
3. The Employer will make best efforts to ensure that Employees will receive session pay for the month worked in the following month’s paycheck, however, in no event will such pay be paid later than the second month’s paycheck following the month the sessionals were worked in. For example, session time worked in February should be paid in the March paycheck and will be paid no later than the April paycheck.

/S/ Ernest Hart
on behalf of the Employer
Columbia University Harlem Hospital Affiliation

/s/ Matthews Hurley, MD
on behalf of the Union
Doctors Council, SEIU/UDA

February 22, 2006
DATED

/s/ Kevin Collins
on behalf of the Union
Doctors Council, SEIU/UDA

02-22-06

DATED