

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

Medical Assistants

September 1, 2022 to August 31, 2025

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AGREEMENT made and entered into as of this 28th day of September 2018, by and between the TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, located at 116th Street and Broadway, New York, 10027, referred to as the "Employer" and 1199 SEIU UNITED HEALTHCARE WORKERS EAST, with its offices at 310 West 43rd Street, New York, New York, 10036 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

W I T N E S S E T H

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employer as well as those of its Employees and to avoid interruptions and interference with services 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 herein contained, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION

1. (a) The University recognizes the Union as the sole and exclusive collective bargaining representative of the Employees in the following bargaining units:

All full-time and regular part-time Medical Assistants, Lead Medical Assistants, Laboratory Technicians and Clinical Lab Technologists employed by the Employer at its facility located at 519 West 114th Street, New York, NY

(b) Excluded from each of the aforesaid bargaining units are supervisory, confidential, executive and managerial Employees, full-time students in degree granting programs at Columbia University (including Teachers College and Barnard College), part-time Employees who work less than 10 hours per week, temporary Employees as defined herein, and such other Employees as are listed as excluded in the stipulations hereunto annexed.

A supervisory Employee is an individual having authority in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other Employees, or responsibly to direct them, or to adjust grievances, or effectively recommend such action and requires the use of independent judgment.

(c) A temporary Employee is one who is hired for a period of up to four (4) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said four (4) month period may be extended up to an additional two (2) months or for the length of the leave of the Employee being replaced, with the consent of the Union, which shall not be unreasonably withheld; however, such Employee shall become a member of the Union after the expiration of the initial four (4) month period. The University will notify the Union of temporary Employees who have been on the payroll of the University for four (4) months. The notification will include name, department, date of hire, the purpose of the hire and, if applicable, the name of the person being replaced. A copy will be sent to the Organizer and to the Delegate for the area concerned.

2. It is agreed that this contract shall apply and continue in full force and effect at any location that this unit may move on the Morningside campus.

3. Whenever the word "Employee" is used in the Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section I hereof.

4. Part-time Employees covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis except for tuition privileges.

5. At the time a new Employee subject to this agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provision of the Union Security Article of this Agreement.

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

ARTICLE 2

UNION SECURITY

1. All Employees on the active payroll as of September 28, 2018, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.
2. All Employees on the active payroll as of September 28, 2018, who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
3. All Employees hired after September 28, 2018, shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union, in good standing as a condition of employment.
4. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.
5. Subject to the Grievance Procedure, an Employee who has failed to maintain membership in good standing shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
6. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 3

MANAGEMENT RIGHTS

1. Except as otherwise expressly provided herein, nothing contained in this Agreement shall limit the Employer in the exercise of ordinary and customary management functions, including, but not limited to: the right to hire, direct and schedule the work force; to plan, direct and to control operations; to discontinue, reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the work force. None of these rights shall be exercised in an arbitrary or capricious manner.
2. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 4

NO STRIKE OR LOCKOUT

1. No Employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the University.
2. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.
3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work occur, the Union, within twenty four (24) hours of a request by the University shall:
 - (a) Publicly disavow such action by the Employees.
 - (b) Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
 - (c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
 - (d) Post notices on Union Bulletin Boards advising that it disapproves such action, and instruct Employees to return to work immediately.
4. The Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE 5

CHECK-OFF

1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A," the Employer shall deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.
2. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
3. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "B," the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each period, starting not earlier than the first (1st) pay period following the completion of the Employee's first thirty (30) days of employment, the sum specified in said authorization and remit same to the 1199/SEIU Federal Credit Union to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the Employer wherever feasible.
4. Upon receipt of a written authorization in the form annexed hereto as Exhibit "C," the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit same to the 1199/SEIU Political Action Fund as the Employees voluntary contribution to said Fund. It is understood that such check-off and remittance shall be made by the Employer wherever feasible.
5. The Employer shall be relieved from making such "Check Off" deductions upon: (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.
6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

7. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

8. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted. The University will have the option of participating in the electronic dues transmission procedures agreed to between the League of Voluntary Hospitals and Homes and the Union. The University will notify the Union in writing if it elects to participate.

9. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

ARTICLE 6

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the University at any time, except as provided in the No Strike or Lockout Article.

2. A representative of the Union shall have reasonable access to the University for the purpose of conferring with the delegates of the Union and/or Employees covered by this Agreement and for the purposes of administering this Agreement. Where the Union representative finds it necessary to enter the department of the University for this purpose, he/she shall first advise the personnel office or the head of the department or his/her designee in person, as the University shall state. A delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the University.

3. The Employer shall provide a Bulletin Board which shall be used for the purpose of posting proper Union notices. Such Bulletin Board shall be placed conspicuously and at places readily accessible to Employees in the course of employment.

4. Delegates of the Union shall be released for a maximum of two (2) hours each month to attend delegate meetings. There shall be a maximum of two (2) such meetings per month, upon twenty-four (24) hour notice at a mutually convenient time. The unused time shall not accrue from month to month.

5. The Union shall submit a current list of Union delegates to the Employer every six (6) months.
6. Employees shall be released with pay to attend Executive Council meetings.
7. Employees shall be entitled to attend two (2) Union meetings per year for up to one (1) hour each without loss of pay, on dates and at times agreed upon by the Union and the University. Necessary Employees whose positions must be covered will not be excused for the purpose of attending these meetings.

ARTICLE 7

WAGES AND MINIMUMS

1. General Wage Increases and Corresponding Increases to Minimum Rates and Steps
 - (a) Effective **September 5, 2022** Employees on the payroll of the University on such date and in a position covered by this Agreement shall receive a wage increase of **three percent (3%)**. (The Employee shall receive the **September 5, 2022** wage increase or will be paid at the minimum rate for their classification whichever is greater).

Effective September 5, 2022, Employees shall receive a \$400 base wage adjustment to be added to his or her annual base wage rate. The annual wage rate will be adjusted prior to applying the 3% wage increase. The minimum rates and salary schedule shall also be increased by the \$400 base wage adjustment prior to applying the 3% wage increase.
 - (b) Effective **September 4, 2023**, Employees on the payroll of the University on such date and in a position covered by this Agreement shall receive a wage increase of **three percent (3%)**.

Effective September 4, 2023, Employees shall receive a \$200 base wage adjustment to be added to his or her annual base wage rate. The annual wage rate will be adjusted prior to applying the 3% wage increase. The minimum rates and salary schedule shall also be increased by the \$200 base wage adjustment prior to applying the 3% wage increase.
 - (c) Effective **September 2, 2024**, Employees on the payroll of the University on such date and in a position covered by this Agreement shall receive a wage increase of **three percent (3%)**.
 - (d) Effective upon ratification, each full-time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a lump sum payment of \$500, said lump sum payment is not added to the base.

- (e) The term “employed” as used in this Section 1 (d) shall include all periods of paid leave and for this purpose only a period of unpaid leave of absence or layoff, provided, however, that individuals who were on an unpaid leave of absence or layoff (with recall rights) on the first pay period following **September 5, 2022**, must return to work to a regular full-time or regular part-time position at the end of the leave, or, in the case of layoff, before their recall rights have expired, and work for a period of ninety (90) days following such return.

2. Minimums:

- (a) No Employee shall be paid less than the minimum rate for his/her classification.
- (b) The base wage increases as indicated in **Sections 1(a), 1(b) and 1(c)** above shall apply to the salary schedule as indicated in Section 2 (c) below.

(c):

All EMPLOYEES:					
Effective date (9/5/2022)	Less than 18 months in title	18-36 months in title	37-53 months in title	54-72 months in title	6 or more full years in title
3% Increase and \$400 base wage adjustment					
Lead Medical Assistant	\$50,419	\$51,419	\$52,439	\$53,480	\$54,542
Medical Assistant	\$42,581	\$43,424	\$44,285	\$45,161	\$46,056
Laboratory Technologist	\$67,581	\$68,925	\$70,294	\$71,692	\$73,118
Laboratory Technician	\$42,021	\$42,853	\$43,702	\$44,567	\$45,451
All EMPLOYEES:					
Effective date (9/4/2023)	Less than 18 months in title	18-36 months in title	37-53 months in title	54-72 months in title	6 or more full years in title
3% Increase and \$200 base wage adjustment					
Lead Medical Assistant	\$52,138	\$53,168	\$54,218	\$55,290	\$56,384
Medical Assistant	\$44,064	\$44,933	\$45,820	\$46,722	\$47,644
Laboratory Technologist	\$69,814	\$71,199	\$72,609	\$74,049	\$75,517
Laboratory Technician	\$43,488	\$44,345	\$45,219	\$46,110	\$47,020
All EMPLOYEES:					
Effective date (9/2/2024)	Less than 18 months in title	18-36 months in title	37-53 months in title	54-72 months in title	6 or more full years in title
3% Increase					
Lead Medical Assistant	\$53,702	\$54,763	\$55,845	\$56,949	\$58,076
Medical Assistant	\$45,386	\$46,281	\$47,195	\$48,124	\$49,073
Laboratory Technologist	\$71,909	\$73,335	\$74,787	\$76,270	\$77,783
Laboratory Technician	\$44,793	\$45,675	\$46,576	\$47,493	\$48,431

3. Longevity - Effective October 1, 2018, longevity increments will be paid on the first Monday following the Employee’s anniversary date. The following longevity increment

will be added to the base pay of eligible Employees (i.e. only those who have completed the required number of years as of that date):

- Employees who have completed at least 5 years of service - \$5 per week
- Employees who have completed at least 10 years of service - \$10 per week
- Employees who have completed at least 15 years of service - \$15 per week
- Employees who have completed at least 20 years of service - \$20 per week
- Employees who have completed at least 25 years of service - \$25 per week
- Employees who have completed at least 30 years of service - \$30 per week

ARTICLE 8

PROBATIONARY EMPLOYEES

Newly hired Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. The University may extend this period for an additional thirty (30) days by providing written advance notice to the Union, Union Delegate, and Employee. During the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9

SENIORITY

A. Definition

- (1) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity for the University, except as provided under the section on Accrual below.
- (2) Classification seniority is defined as the length of time an Employee has worked in a specific job classification within a grade and within the department.

B. Accrual

- (1) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire (except as provided in B(3)).
- (2) Bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence of up to six (6) months or for the period of child care leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during a period of continuous layoff not to exceed the lesser of twelve (12) months or

the length of an Employee's continuous employment, if the Employee is recalled into employment; and during a sick leave of absence of up to six (6) months.

(3) An Employee who terminates voluntarily after four (4) years of continuous employment, and who the University chose to reemploy in the same or substantially equivalent position, may return within one (1) year with no loss in seniority. Seniority credit shall not be given for time not employed.

(4) Temporary Employees as defined in the Recognition Article shall have no seniority during the time they occupy the status of temporary employees, but should any temporary Employee become a permanent employee, then his/her seniority shall be retroactive to the last date of continuous employment, except as otherwise provided in Section D (3) hereof. If a temporary Employee becomes a permanent Employee in the same job that he or she held while a temporary Employee, he or she will not have to serve a probationary period in that job as a permanent Employee if he or she had held it for ninety (90) days or more as a temporary Employee.

C. Loss of Seniority

An Employee's seniority shall be lost when he/she is terminated voluntarily (except as provided in paragraph B (3)), discharged for cause, willfully exceeds an official leave of absence, laid-off for a period of twelve (12) consecutive months or a period exceeding the length of the Employee's continuous service, whichever is less.

D. Application

(1) Bargaining Unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(2) Classification seniority shall apply in promotions, layoffs, recalls, and scheduling of vacations.

(3) Employees specifically covered by this Agreement, as set forth in the Recognition Article, whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purpose of layoff, be considered to have classification seniority which may be exercised only within the project or grant to which assigned. Such Employees shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that the Employees retained or recalled have the skill, ability, work record and experience to do the work.

E. Layoff

(1) In the event of a layoff within a job classification in the department, probationary Employees within the job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.

(2) In the event a position is eliminated and the affected employee is not the least senior Employee in his/her classification, such Employee will be assigned to the position held by the least senior Employee in the same classification and department, provided he/she has the skill and ability, work record and experience to perform the duties of the job and the least senior Employee shall be laid off. In the event the Employee originally scheduled to be laid off does not wish to exercise his/her rights to bump or take a vacancy which may be available, such Employee shall be deemed to be laid off.

(3) In the event that an Employee is reassigned to either a vacant position or the position held by the least senior Employee within the job classification and department, he/she shall serve a sixty (60) day probationary period, during which he/she may be removed from the position and shall be laid off if his/her performance is not satisfactory in the opinion of Management, but such action will be subject to Grievance and Arbitration Procedure.

(4) A non-probationary Employee shall not be laid off if, at the time of the prospective layoff, temporary work is available in the classification of the Employee scheduled to be laid off that the Employee is qualified to perform and the Employee accepts the assignment and schedule required of the temporary position. At the time of the layoff, it should be the Employee's option to accept such assignment or to exercise rights under the layoff and recall provision of this Article.

(5) If the Employee accepts such temporary assignment, the Employee is not laid off and remains an Employee with recall rights commencing from the effective date of the layoff stated in the Notice Letter. At the end of the temporary assignment, if another temporary assignment, for which the Employee is qualified, is not available the Employee will be laid off and receive severance pay equal to the difference between the weeks in the temporary assignment and the severance pay as outlined under the Severance Pay Article of the collective bargaining agreement, if any. In the event that a non-temporary position exists at the end of the temporary assignment, the above recall procedures shall apply. This provision will not apply to probationary Employees.

(6) If a regular part-time Employee has greater equivalent seniority than a full-time Employee in the same classification who is to be laid off, the part-time Employee must be willing to accept full-time employment to continue working.

(7) The University will provide a minimum of thirty (30) days' notice of layoff to the Employee and the Union.

(8) An Employee who is notified that she/he will be subject to a layoff will, upon request, receive the following assistance from CU Employment Information Center:

- a. Assistance in creating or updating a resume
- b. Instruction on and access to the University's job postings and job postings website
- c. Information about how to apply for positions
- d. Individual career counseling

e. Benefits Information

F. Recall

(1) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid-off Employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work and if not, the next qualified senior Employee will be recalled, and so on.

(2) Probationary Employees who have been laid off have no recall privileges.

(3) An Employee who is recalled and assigned to a new position shall serve a probationary period of sixty (60) days in such new position. If returned to layoff status during the probationary period, the period of active employment shall not be deemed to be time on layoff for recall purposes and the Employee shall retain the same seniority which he/she would have accrued if he/she had not been assigned to the new position. Such action will be subject to Grievance and Arbitration Procedures.

G. Promotions and Lateral Transfers

(1) Whenever a promotional opportunity occurs in the department, the job opening shall be posted on the University's job posting website for at least five (5) working days. Preference for such opening shall be given to the Employee within the department with the highest classification seniority, provided such Employee has the skill and ability to perform the required duties. If the Employer determines that the Employee with the highest classification seniority does not have the skill and ability to perform the required duties, preference shall then be given to the next Employee within the department with the highest classification seniority, again provided such Employee has the skill and ability to perform the required duties, and so on. If the opening is not filled from within the department, the above procedure shall be followed for filling the opening outside the department.

(2) An Employee who is promoted shall receive the minimum rate for the position or the difference between the minimum rate of their current position and the minimum rate for the job into which he/she is being promoted, whichever is greater.

(3) Whenever the University has a vacancy in a part-time position, the part-time hours will be offered first to part-time Employees on the basis of seniority. This will not supersede the seniority clause.

(4) Job requirements shall reflect actual job duties of the job in question and be clearly stated.

(5) All promotional tests to determine an Employee's skill and ability shall be job related and objective.

(6) If an Employee claims that due to material changes in job content he/she should be upgraded, the Employee should submit a request, in writing, for such review to his/her immediate supervisor. The supervisor will meet with the Employee and review his/her job description. The Employee will be notified of the result of the review within forty-five (45) calendar days of the submission of the request.

(7) At the time of hire, transfer or promotion, upon request, an Employee shall receive a copy of his/her current job description. Upon request, an Employee shall receive a copy of his/her current job description. The University will provide the Employee with the job description within a reasonable time following the request.

(8) An Employee who is promoted shall serve a sixty (60) day probationary period on the new job. If he/she is removed from the new job during the probationary period he/she shall be returned to his/her former job or to an equivalent one, without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights shall be subject to the Grievance and Arbitration Procedures of this Agreement.

(9) An Employee who is laterally transferred shall serve a sixty (60) day probationary period on the new job. If the Employee is removed from the new job during the probationary period he/she shall be returned to his/her former job or to an equivalent one, without loss of seniority or other benefits.

(10) Whenever job classifications are changed by management (as opposed to such changes as promotions and lateral transfers made at the Employee's request), employees affected by such changes shall retain the seniority of the previous job classification.

H. Seniority Roster

Upon request, the University shall provide the Union with a current Seniority Roster.

ARTICLE 10

NON-DISCRIMINATION

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, citizenship status, disability, political belief, sex, sexual orientation or preference, age, marital status or union status, or any other applicable legally protected status.
2. If requested by the Employee, the Employer will notify the Union if it takes action to comply with the Americans with Disabilities Act.

ARTICLE 11

SEXUAL HARASSMENT

The University is committed to ensuring a work environment that is safe and free of sexual harassment. The University will strictly enforce its policy regarding sexual harassment and will comply with all applicable city, state and federal laws. Sexual harassment complaints may be filed with the University's Office of Equal Opportunity and Affirmative Action.

ARTICLE 12

EFFECT OF LEGISLATION

If any part of this Agreement is held to be illegal by an administrative agency or a court of competent jurisdiction, such holding or judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such holding or judgment shall have been rendered.

ARTICLE 13

UNIFORMS

All employees shall be required to wear uniforms, which will be provided by the University once per year. Employees will be provided with a total of twelve (12) pieces (any combination of tops or bottoms) and five (5) lab coats.

ARTICLE 14

TIMEKEEPING

1. An Employee who is absent from work must notify his/her supervisor at least one (1) hour prior to the start of their shift to be eligible for paid benefits.

ARTICLE 15

HOURS

1. The regular work week for all full-time Employees shall consist of thirty-five (35) hours per week divided into (5) working days of seven (7) consecutive working hours per day, with a break for mealtime, not to exceed one (1) hour.

2. When a family emergency arises, the Employee will notify the supervisor immediately that he/she must leave. The supervisor will make every reasonable effort to allow the Employee to leave immediately, provided there is no pattern of abuse, and in no case shall require the Employee to stay for more than one (1) hour. An Employee can use up to two days of appropriate paid leave. The University shall have the option to require the Employee to provide reasonable documentation of the emergency.

ARTICLE 16

OVERTIME

1. Employees shall be paid one and one half (1 ½) times their regular pay for authorized time worked in excess of the regular full-time work week as set forth in the Hours Article of this agreement.

2. Paid absences shall be considered as time worked for purposes of computing overtime. Unpaid absences shall not be considered as time worked.

ARTICLE 17

RESIGNATION

1. An Employee who resigns shall give the Employer two (2) weeks written advance notice.

2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment of unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment.

3. If an Employee resigns or is terminated or laid off and has exceeded his/her allowable sick leave, the excess sick leave shall be deducted from any monies due him/her from the University at the time of resignation, layoff or termination.

ARTICLE 18

DISCHARGE AND PENALTIES

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause.

2. A discharge or suspension will not be put into effect until the second step of the grievance machinery has been conducted, except in cases of drunkenness, assault, drug abuse, theft or other serious conduct.

3. The above notwithstanding, the Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance machinery.

4. The parties will make reasonable efforts to schedule discharge grievances as soon as practicable.

5. Warning letter will be removed from personnel files after eighteen (18) months, provided that disciplinary action for a similar or related offense has not occurred.

ARTICLE 19

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute between a bargaining unit Employee and the University, or the Union and the University, over the application, or the interpretation of the provisions of this Agreement, or an alleged violation of it. A grievance shall be processed and disposed of in the following manner:

Step 1.

An Employee having a grievance and/or a Union Delegate or other representative shall present it to his/her immediate supervisor within a reasonable time following the incident giving rise to the grievance. The Employer shall give its answer to the Employee and/or his/her Union Delegate or other representative within five (5) working days after the presentation of the grievance.

Step 2.

If the grievance is not settled at Step 1, the grievance may, within five (5) working days after the answer at Step 1, be presented to Step 2. When grievances are presented at Step 2, they shall be reduced to writing indicating the facts and nature of the grievance; signed by the grievant and his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance so presented at Step 2, shall be answered by the Department Head in writing within five (5) working days after its presentation.

Step 3.

1. If the grievance is not settled at Step 2, the grievance may within five (5) working days of the Step 2 answer, be presented at Step 3. A grievance shall be presented in this Step to the designated representative of the Office of Labor and Employee Relations and shall render a decision in writing within ten (10) working days after the presentation of the grievance in this step.

(a) Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

(b) Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in the Discharge and Penalties Article in this Agreement.

(c) Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

(d) All the time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

3. A grievance that affects a substantial number of Employees, and which the Employer representative designated in Step 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE 20

ARBITRATION

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

Richard Adelman
Bonnie Weinstock
Al Viani

2. Cases will be rotated in alphabetical order among the members of the panel.

3. The arbitrator shall not be empowered to add to, subtract from or modify the terms of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the Employees.

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

ARTICLE 21

MISCELLANEOUS

1. An Employee who is on vacation, on a scheduled pay day, shall receive his/her regular paycheck for that pay period in advance provided that proper forms are submitted to HRPC.

2. Employees shall be allowed one hour to be given information on 1199 SEIU.

3. The Union shall pay fifty percent (50%) of the University's printing cost of the Collective Bargaining Agreement.

4. In the event that the University requires an Employee to undergo training in his/her present position, such training shall be provided by the University during work time.

5. The University will comply with all applicable laws and regulations, including the NYC Earned Safe and Sick Time Act, and the NYC Temporary Schedule Change Law.

ARTICLE 22

LABOR MANAGEMENT COMMITTEE

1. A Labor-Management Committee will be established. Either party may request that a meeting be held between the parties to discuss issues of unit wide concern only. Such meetings shall be held within a reasonable time after such request.
2. A Labor-Management Committee meeting may be convened to meet within the first six-month period following the ratification of this Agreement. The committee will establish a mutually-agreed upon agenda to address issues involving contract interpretation only.
3. The creation of the Labor-Management Committee and its consideration of the issues will not limit the right of the parties to resolve disputes pursuant to the grievance and arbitration provisions of the contract.

ARTICLE 23

HEALTH AND SAFETY

1. A Health and Safety Committee will be established. The committee shall include one member of the bargaining unit and one delegate or organizer outside of the unit. Either party may request that a meeting be held between the parties to discuss issues of unit wide concern only. Such meetings shall be held within a reasonable time after such request.
2. The University and the Union will encourage the maintenance of a safe and healthy work place.
3. The University will continue to comply with all local, state and federal laws pertaining to health and safety conditions.
4. In the event that an Employee shall be exposed to any communicable disease, the University agrees to promptly review proper procedures to be followed by Employees exposed to such communicable diseases.

ARTICLE 24

PAID LEAVE

Employees, after their first thirty (30) days of employment, shall be entitled to paid leave as follows:

1. (a) An Employee shall be paid at his/her regular pay for three (3) working days absence in the event of death of his/her parent, spouse, child, brother, sister or grandparent, mother-in-law, father-in-law or close family member or spousal equivalent living in the Employee's household. In special cases, paid leave may be granted in the event of the death of a close relative not in the immediate family.

(b) When a death in the family occurs outside of the Employee's household, a leave of absence without pay not to exceed five (5) work days may be granted. A request for such leave must be made by the Employee and must be approved by the department.
2. All Employees who are called to serve as jurors will receive their regular pay less their pay as jurors for each work day while on jury duty. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Employee's department.
3. An Employee shall be paid at his/her regular pay for three (3) working days absence in the event of his/her marriage.
4. An Employee shall be paid at his/her regular pay for one (1) working day when his/her spouse has a baby or adopts a child.

ARTICLE 25

UNPAID LEAVE

1. Pregnancy/Child Care Leave

- (a) Pregnancy shall be treated as any other non-occupational disability in accordance with the Pregnancy Discrimination Act of 1979.
- (b) Personal leave for child care purposes may be taken by either parent for a period not to exceed ten (10) months. The child care leave shall not be counted towards disability but shall be in addition thereto.

The father or mother of a legally adopted child shall receive the same unpaid leave provided to biological parents.

2. **Military Leave**

Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. **Union Business**

A leave of absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operations of the University. Notwithstanding Article 1, Section 1 (c), the University may hire a temporary Employee or Employees to back fill the position for the duration of the leave.

4. **Other Leaves**

(a) Leaves of absence for compelling personal reasons, without pay, not to exceed six (6) months, will not be unreasonably withheld by the University for Employees who have completed twelve (12) months of employment.

(b) While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor accrue sick leave time, vacation, personal, or any other benefit.

(c) When an Employee returns to work following an authorized leave of absence, he/she shall be reinstated to his/her former or equivalent position.

ARTICLE 26

RETIREE PRIVILEGES

1. Retirees will have reading and borrowing privileges in the Libraries.
2. Retirees will have access to the Gym.

ARTICLE 27

HOLIDAYS

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

New Year's Day
Dr. Martin Luther King's Birthday*
Memorial Day
Independence Day
Labor Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two (2) Days selected by the University during the Christmas Season

*Shall be celebrated on the Federal holiday.

If a holiday falls within an Employee's first thirty (30) days of employment, then such Employee shall receive pay for the holiday only upon completion of twelve (12) months of employment.

2. In addition to the above holidays, there shall be three (3) floating holidays. A new Employee, following completion of his/her probation period, can take one (1) floating holiday during the first four months of employment, one such holiday during the second four months of employment and one such holiday during the third four months of employment.
3.
 - (a) In the event an Employee is required to work on any of the holidays specified in paragraph 1 of this Article, he/she shall be paid at the rate of time and one half (1 1/2) his/her regular pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with regular pay within thirty (30) days of the holiday or an extra day's pay in lieu thereof, as determined by the Employer.
 - (b) If a holiday falls on an Employee's regular scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday.
 - (c) If a holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.
 - (d) If the Employer declares an unscheduled holiday, day off, during an Employee's

vacation, the Employee shall be credited with an additional day off with pay.

- (e) If an Employee is absent the scheduled work day before and/or the scheduled work day after a paid holiday or day in lieu thereof, the employer may demand proof of illness. The Employer may deny pay for one (1) sick day if such proof is requested, not prohibited by law, and not furnished.

ARTICLE 28

VACATIONS

1. Employees shall be entitled to vacation, to be credited each July 1st, during the term of this Agreement as follows:

Less than one year	1 2/3 days per month up to 20 working days
After one year	20 working days
After fifteen years	22 working days
After twenty years	25 working days

New Employees hired on or before the tenth (10th) of any month shall be given credit for the month after the completion of **two (2)** months of employment.

2. Employees terminating during their first **two (2)** months of employment shall not be entitled to vacation credit.

Upon the completion of **two (2)** months of employment, only Employees terminating on the last working day of any month shall be given credit for the month.

3. Vacations should be scheduled throughout the calendar year according to seniority and consistent with the operational needs of the department.
4. Vacations cannot be extended or cancelled during a scheduled vacation period without the consent of the Employer.
5. If a holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.
6. The vacation year is July 1st through June 30th. Vacation earned during one vacation year

must be taken by the end of the following vacation year.

7. The following limitations shall apply to vacations:
 - (a) Vacation time shall not accrue during an unpaid leave of absence.
 - (b) After the commencement of a vacation, no part thereof shall be changed to sick leave.

ARTICLE 29

SICK LEAVE

Employees shall be entitled to paid sick days as follows:

1. After thirty (30) days of employment, Employees shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to date of hire, up to a maximum of twelve (12) days per year.
2. After one (1) or year of employment, Employees with the University shall be entitled to a total of twelve (12) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, provided that at no time will an Employee be entitled to accumulate more than sixty (60) working days of sick leave during any one year, including the days earned or to be earned in the current sick leave year.
3. If an Employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the Employer at the time of the resignation, layoff, or dismissal.
4. An Employee who is absent from work must notify his/her supervisor at least one (1) hour prior to the start of their shift to be eligible for paid benefits. The University may require proof of illness hereunder after an absence of three days or where a pattern of abuse may appear to exist.
5. An Employee shall be entitled to use up to **fifty-six (56) hours** of his/her sick leave each year for family illness (parent, domestic partner, spouse, child, sibling, spouse's or domestic partner's child or parent, grandparent, grandchild or family member residing in the Employee's household); closure of an Employee's place of business by order of a public official due to a public health emergency or such Employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or any other applicable reason set forth in the NYC Earned Safe and Sick Time Act.

ARTICLE 30

RETIREMENT PLAN

Employees will continue to be covered by the University Retirement Plan for Supporting Staff Employees, as amended as of the effective date hereof, provided that Employee participation in such Plan is contingent upon compliance with all existing requirements and conditions including, but not limited to, those which apply to Employee eligibility and contributions. The University shall give written notice of, but shall not be required to bargain with respect to changes in said Retirement Plan required by law or changes that do not reduce benefits and are applicable to all University Employees covered by the Retirement Plan.

RETIREE MEDICAL INSURANCE COVERAGE ELIGIBILITY:

Employees who retire under the Columbia University Retirement Plan for Supporting Staff, after attainment of age 55 with at least 10 years of service after age 45 prior to retirement. Years of service is credited to the Participant under the terms of the applicable Retirement Plan, as amended from time to time.

University may change carriers at any time providing that the new carrier offers the same or substantially similar coverage.

An Employee who waives health benefit coverage will not be entitled to retiree medical coverage.

RETIREMENT PLAN:

5 Year cliff vesting modified to 6 year graduated vesting with reduced contributions to equalize costs.

FORMULA PRIOR TO 7/1/2007

Years of Service	Age	% up to SS wage base	% over SS wage base	% Vested
Less than 5	Any	5.0	10.0	0
5+	Less than 40	5.0	10.0	100
5+	40+	10.0	15.0	100
15+	55+	15.0	20.0	100

CURRENT FORMULA EFFECTIVE 7/1/2007

Years of Service	Age	% up to SS wage base	% over SS wage base	% Vested (see below)
Less than 5	Any	2.0	10.0	0 – 60

5+	Less than 40	5.0	10.0	80
5+	40+	10.0	15.0	80
5 Year ONLY	Any	Bonus 15%	Bonus 15%	100
15+	55+	15.0	20.0	100

SAMPLE OF EMPLOYEE WORKING 6 YEARS AT UNIVERSITY, SAME PAY,
COMPARE PREVIOUS PLAN TO CURRENT PLAN

PREVIOUS PLAN

5% contribution
5 years cliff vesting

Without impact of Salary increase and investment return

Year*	0	1	2	3	4	5	6
Salary	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Contributions%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Contribution \$	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Contribution Total	2,000	4,000	6,000	8,000	10,000	12,000	14,000
Vesting	0%	0%	0%	0%	0%	100%	100%

CURRENT PLAN

2% annual contribution year 1-5, 5% thereafter plus one time bonus contribution of 15% in year 5, 6 years graded vesting.

Without impact of Salary increase and investment return

Year*	0	1	2	3	4	5	6
Salary	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Contributions%	2.00%	2.00%	2.00%	2.00%	2.00%	5.00%	5.00%
Bonus Cont %	0.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%
Contribution \$	800	800	800	800	800	8,000	2,000
Contribution Total	800	1,600	2,400	3,200	4,000	12,000	14,000
Vesting for Employees hired before 7/1/2007	0%	0%	20%	40%	60%	100%	100%
Vesting for Employees hired after 7/1/2007	0%	0%	20%	40%	60%	80% *	100% *

*The vesting % reflected is effective the 1st day of that year. For example, on your 2 year anniversary of service with the University you are 20% vested. Upon your 6th year anniversary you are 100% vested.

* Active Plan Participants prior to 7/1/07:

Existing Employees will continue to receive contributions according to the existing schedule and at termination vesting will be calculated using both methods, the better benefit being provided to the participant. Therefore, current Employees will get the benefit of the better of both vesting scales, meaning for example that for a current Employee who leaves after 5 years (see example above), she/he would get a benefit value of \$12,000 in the proposed plan example, as opposed to \$9600.

ARTICLE 31

GROUP INSURANCE BENEFITS

1. Employees will be covered by University group insurance plans, as indicated below, provided that such coverage is contingent upon compliance with all existing requirements and conditions including, but not limited to, those which apply to Employee eligibility and contributions. The University shall give written notice of, but shall not be required to bargain with respect to changes in said plans required by law or changes that do not reduce benefits and are applicable to all University Employees covered by the plans.
2. The University has the ability to change insurance carriers as long as there is no significant diminishment of benefits.
3. Employees, as of the first of the month following completion of two (2) months of regular employment, shall be eligible for the plan coverage below.
4. Dental Plan - the University will provide EmblemHealth Preferred Dental Benefits Plan A, at its own expense, to all Employees and their covered dependents.
5. Effective January 1, 2019, all Employees may enroll in UnitedHealthcare Choice In-Network, without contributions.

Effective January 1, 2025, all Employees may enroll in UnitedHealthcare Choice In-Network without contributions or they may enroll in United Healthcare Choice Plus 90 with contributions as outlined in the chart.

Effective 1/1/25	<u>UHC Choice In-Network EE Contribution</u>	<u>UHC Choice Plus 90 EE Contribution</u>
New and Incumbent Employees		
Employee only	\$0.00	\$20.00

Employee + Spouse	\$0.00	\$30.00
Employee + Child(ren)	\$0.00	\$25.00
Family	\$0.00	\$40.00

Effective January 1, 2025, the University will make a contribution, as set forth below, to an individual Healthcare Flexible Spending Account (“FSA”) for each employee enrolled in UnitedHealthcare Choice Plus 90 Plan (who is not already receiving such contributions).

Employees may use the FSA to obtain reimbursement for out of network deductibles and copays, inpatient and emergency room charges, coinsurance, drug copayments, optical exams and glasses/contact lenses, or any covered health expense not paid by the UnitedHealthcare Choice Plus 90 plan.

Healthcare Flexible Spending Account	
Individual Employee	\$240
Employee + Spouse or Child(ren)	\$360
Family	\$480

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

(b) **OPTICAL PLAN:** All Employees who participate in the UnitedHealthcare Choice In-Network plan shall be covered by the Optical rider.

Benefits will be as follows:

Vision Benefits	UHC Plans
Benefits Apply Both In-Network and Out-of-Network	
Routine Eye Exams	Adults: One exam every 12 months with a \$10 copay Children: One exam every 12 months with a \$10 copay
Lenses	Adults: Every 24 months, \$20 allowance for single lenses, \$30 for bifocal, \$40 for trifocal and \$75 for lenticular Children: Lenses covered in full every 12 months (more frequently if medically necessary)
Frames	Adults: \$30 allowance every 24 months Children: Up to \$100 covered in full every 12 months (more frequently if medically necessary). Cost above

	\$100 covered at 60%.
Contact Lenses	Adults: \$75 allowance every 24 months
	Children: Single purchase of pair of contact lenses or 1 box of contact lenses per eye covered at 100%

Child is

defined as a member less than age 19.

Provider might require payment in full at the time of service. The patient then submits a claim to UnitedHealthcare for reimbursement.

6. Life Insurance:

A. Employees who have completed two months of service will be covered by life insurance in the amount of one times base salary up to \$50,000, at no cost to the Employee.

B. The Employee shall have the option to purchase an additional, like amount of five times (5x) of Group Life Insurance (rounded to the nearest thousand dollars) at sale cost to him/herself at the rate established by the Insurance carrier and subject to underwriting restrictions imposed by the Insurance carrier (evidence of insurability).

7. Waiting periods for benefits coverage: All waiting periods are in accordance with the following table:

Benefit	Waiting Period
Medical & Rx	2 months
Dental	2 months
Vision	2 months
Life Insurance	2 months
Flexible Spending Account	2 months
Transit/Parking Reimbursement Program	2 months
Columbia University Retirement Plan	Hire Date
Voluntary Retirement Savings Plan	Hire Date

ARTICLE 32

TUITION EXEMPTION

1. The Employer shall provide exemption from tuition as follows:

Full-time Employees: 7 credits per semester (maximum of 2 courses)

Part-time Employees working 20 hours or more per week:

Less than 1 year of employment	3 credits per semester (maximum of 1 course)
More than 1 year of employment	4 credits per semester (maximum of 1 course)

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

2. **Tuition Exemption Limits**

The spouse and children of any full-time bargaining unit Employee shall be entitled to utilize any unused portion of credit to which the member is entitled under Section 1 of this Article in the Agreement, except that there shall be no accrual of any unused portion of credit.

3. **Eligible Courses**

The spouse and children of a bargaining unit Employee shall be entitled to apply the member's unused portion of credit to any course, graduate or undergraduate, subject to the following modifications:

- (a) That the course be given by a department or school of the Columbia Corporation. Courses given by Teachers College or Barnard will not be tuition exempt for children or spouses.
- (b) That, in the case of children, they must be enrolled as candidates for a Bachelor, Professional or higher degree. In cases where the son or daughter is registered as a degree candidate outside the University system but is able to obtain admission as a non-matriculated special student at Columbia, tuition exemption will be granted.
- (c) That enrollment in summer courses is subject to the existing language in Section 1 of this Article in the Agreement.
- (d) If an Employee who is enrolled in a course and is otherwise eligible for tuition exemption is laid off, such Employee will be exempt from payment of tuition for the balance of the semester.

4. **Age Limits**

There shall be no limitation to the utilization of tuition exemption, as outlined in this Agreement, because of the age of a member's spouse or children.

5. **Eligibility**

The Employee's spouse shall be immediately eligible for full utilization as outlined in this Agreement, but the Employee's children shall not be eligible until the Employee has bargaining unit seniority for a minimum of two (2) years at Columbia University.

There will be a two semester waiting period (administered as 7 months) for "self" and spouse. This waiting period represents two-semesters of continuous service.

ARTICLE 33

JOB TRAINING

In order to upgrade Employee skills and enhance productivity, and to qualify Employees for better positions, the University will create a fund to develop training programs and provide education and training for members of the bargaining unit.

Effective January 1, 2019, the University will provide \$6,000 each calendar year for the term of the agreement.

Unspent funds in any year will not be carried over to the following year.

1. Subject to the funding limitation set forth above, the parties agree that Employees who have completed six months employment with the University may apply for funding for education or training programs, and will be awarded funds to be used for such programs subject to the University's approval. The University will not award more than **\$2,000** per Employee per calendar year. Applications will be considered prior to the beginning of the summer, fall, and spring terms each year

2. The following are approved types of education and training programs:

(a) Tuition for any accredited degree program in a course of study at another college or university.

(b) Training programs, education, and training in order to upgrade Employee skills and enhance productivity, and to qualify Employees for better positions.

Training or lessons designed for the Employee's personal entertainment, recreation or as a hobby, or to obtain a license or credentials unrelated to University position for which the Employee could reasonably be expected to qualify, shall not be covered.

3. Employees are responsible for the cost of non-tuition fees, books, or course materials.

4. Employees are responsible for applying for and being admitted to any approved program set forth in paragraph 2.
5. Employees will be expected to take courses during non-work time.
6. In the event that the request for benefits under this agreement exceeds the available funding, the University and Union leadership will determine how to allocate the funding. The committee will endeavor to maximize the number of Employees who receive at least some benefit. Bargaining unit seniority may be considered along with other factors in allocation of funds.
7. (a) Cost covered by scholarships or grants to the Employee are not covered by this agreement.

(b) Employees who receive funding are required to present satisfactory evidence that they successfully completed the particular program/course(s) for which they received funding before being eligible for additional funding. Employees who do not successfully complete a particular program/course(s) or who terminate their employment prior to completing a particular program/course(s) will be responsible for repayment of the funding for that program/course(s).
8. The University believes that Employees are not required to pay income taxes on the value of the benefit received under this agreement. If at any time the IRS disputes Columbia's interpretation, Employees may be liable for taxes on the cash value of any benefits received, plus any penalty and interest assessed by the IRS or any taxing authority against the Employee.

ARTICLE 34

SEVERANCE PAY

Employees with one (1) or more years of bargaining unit seniority who are laid off shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority, prorated up to a maximum of twenty-six (26) weeks' pay, at his/her regular pay rate in effect at the time of such layoff. This provision does not apply to a quit, a discharge or short-term layoff.

ARTICLE 35

CHILD CARE

1. Eligible full-time Employees can elect to receive up to a **\$3,000** contribution from Columbia University to a Dependent Care Flexible Spending Account (FSA). If the Employee elects this benefit during the year, as a new hire or pursuant to a qualified life status change, the Employee will receive a prorated portion of the benefit.

There is a limit of a single benefit per family regardless of the number of eligible children, and regardless of whether both parents are eligible Employees. The **\$3,000** contribution is to be used for day care expenses only. Employees who receive the **\$3,000** contribution can also contribute up to **\$2,000** in personal pre-tax payroll contributions to a Dependent Care FSA to be used for other eligible Dependent Care FSA expenses.

2. Participation in Child Care Benefit: Employees may elect to participate in the Child Care Benefit, on the same terms and conditions, as those provided to salaried Employees of Columbia University under the Columbia University’s Child Care Benefit, as such benefit may be modified from time to time in the sole discretion of the University. Any changes or modifications to the Child Care Benefit will apply equally to union and salaried participants.

ARTICLE 36

TERMS OF AGREEMENT

1. This Agreement shall be in full force and effect for the period commencing September 1, 2022, and ending August 31, 2025.
2. The Employer and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of this Agreement.

1199 SEIU UNITED HEALTHCARE
WORKERS EAST

THE TRUSTEES OF COLUMBIA
UNIVERSITY IN THE CITY OF NEW
YORK

George Gresham
President

Idina Gorman
Executive Director of Labor & Employee Relations

Max Shapnik
Assistant Director of Labor Relations

EXHIBIT A

CHECKOFF AUTHORIZATION

DATE:

TO:

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by 1199 SEIU, United Healthcare Workers East, as a condition of my membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary; and to remit all such deductions so made to 1199 SEIU, United Healthcare Workers East, 310 West 43rd Street, New York, New York 10036, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deductions. This authorization is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, which ever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the 1 1199 Finance Department at 310 West 43rd Street, New York, New York 10036, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

SOC. SEC. NO. _____

Signature

DEPT. _____

Address

EXHIBIT B

1199 SEIU FEDERAL CREDIT UNION CHECKOFF AUTHORIZATION

1199 SEIU Federal Credit Union CHECKOFF AUTHORIZATION

Effective Date _____

TO: _____

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ _____ each pay period and to remit such deductions to the 1199 SEIU Federal Credit Union, no later than the 10th day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to 1199 SEIU Federal Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the 1199 SEIU Federal Credit Union doing business in New York and in such latter event the same shall be in full force and effect until the loan from the 1199 SEIU Federal Credit Union has been paid in full.

Print Name _____

Signature _____

Home
Address _____
 Number Street City/Town State Zip

Employed At: _____

Address _____

Social Security Number _____

EXHIBIT D

CASUAL AND TEMPORARY ADJUSTMENTS

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

<i>Retroactive to initial date of hire or assignment:</i>	CASUAL TEMPORARY EMPLOYEE	AGENCY TEMPORARY EMPLOYEE
<p><u>IF THE</u> post position, <u>DEPARTMENT</u> apply, <u>DECIDES TO</u> be <u>MAKE THE</u> interviewed, <u>POSITION A</u> meet <u>REGULAR</u> minimum <u>POSITION:</u> qualifications, be selected</p>	<i>YES</i>	<i>YES</i>
If hired into the same position on the Columbia payroll:		
<u>Salary</u>	Retroactive adjustment if below minimum of position	No retroactive adjustment
Health benefits, pension, tuition exemption	Credit time but no retroactive benefits	
Vacation, sick leave, personal days, holidays	<u>Retroactive adjustment</u>	Retroactive adjustment unless agency provided the benefit (no adjustment if agency provided <u>less</u> than Columbia provides; adjustment only if agency did not provide <u>any</u> level of benefit.)

5th month through 12th month \$200 per month
13th month through 18th month \$300 per month

The maximum payment will be \$3400. Use and distribution for the penalty money shall be determined by the labor-management committee referenced in **Article XXII**.

¹ Excluding employees hired to replace an employee on leave of absence or vacation within the meaning of Article 1, Section 1(c), for the duration of such leave or vacation.

December 1, 2022

Jacqueline Alleyne, Executive Vice President
1199SEIU United Healthcare Workers East
498 Seventh Avenue 22nd floor
New York, New York 10018

Re: Letter Agreement on Juneteenth

Dear Ms. Alleyne:

I write to set forth our agreement regarding celebration of Juneteenth.

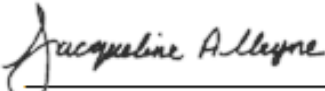
The University has recognized Juneteenth as a day of observance in 2020, 2021, and 2022, and intends to continue observing Juneteenth going forward and will continue to provide the benefit to the 1199 Medical Assistants bargaining unit. When the University adds Juneteenth to the official University calendar, it will simultaneously be added as an additional holiday in the collective bargaining agreement. If in the future during the term of the contract the day of observance is not offered, then employees will receive an additional personal day to use for the day of observance.

Sincerely,



Idina Gorman
Executive Director, Labor & Employee Relations
Columbia University

Agreed and accepted:



Jacqueline Alleyne
Executive Vice President
1199SEIU United Healthcare Workers East

December 1, 2022

Jacqueline Alleyne, Executive Vice President
1199SEIU United Healthcare Workers East
498 Seventh Avenue 22nd floor
New York, New York 10018

Re: Letter Agreement on Default Medical Plan

Dear Ms. Alleyne:

I write to set forth our agreement regarding the default medical plan.

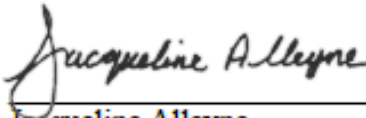
For medical plans effective January 1, 2025, if an Employee fails to make a medical plan selection, the default plan will be UHC Choice In-Network Plan.

Sincerely,



Idina Gorman
Executive Director, Labor & Employee Relations
Columbia University

Agreed and accepted:



Jacqueline Alleyne
Executive Vice President
1199SEIU United Healthcare Workers East