

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**1199SEIU UNITED HEALTHCARE WORKERS EAST**

***CAFETERIA EMPLOYEES***

**June 1, 2022 to May 31, 2025**

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
1	Recognition - The Collective Bargaining Unit	1
2	Union Security	3
3	Check-Off	3
4	Non Discrimination	5
5	Sexual Harassment	5
6	Union Activity, Visitation and Bulletin Boards	5
7	Hiring	6
8	Probationary Employees	7
9	Seniority	8
10	Wages and Minimums	15
11	Hours	17
12	Overtime	17
13	Shifts and Shifts Differential	18
14	Holidays	18
15	Vacations	19
16	Sick Leave	21
17	Paid Leave	24
18	Unpaid Leave	24
19	Past Practices	26
20	Severance Pay	26
21	1199/University Training Fund	26
22	Tuition Exemption	28
23	Benefit Fund	30
24	Pension	32
25	Enforcement Article	32
26	Uniforms	33
27	Child Care	33
28	Management Rights	33
29	Resignation	34
30	Discharge and Penalties	34
31	No Strike Or Lockout	35
32	Grievance Procedure	36
33	Arbitration	37
34	Effect of Legislation-Separability	37
35	Miscellaneous	38
36	Health And Safety Committee	38
37	Labor-Management Committee	40
38	Technological Change	40

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
39	Retiree Privileges	41
40	Effective Dates & Duration	42
	Exhibit A - Check-Off Authorization	43
	Exhibit B - Credit Union Check-Off Authorization	44
	Exhibit C - Political Action Fund Check-Off Authorization	45
	Exhibit D - Bargaining Unit	46
	Exhibit E - Holidays	47
	Exhibit F - Wage Progression Review	48
	Exhibit G - Benefit Fund Improvements	49
	Exhibit H - Sick Leave Incentive	51
	Exhibit I - Casual and Temporary Adjustment	52
	Stipulation J - Wage Schedule	53
	Exhibit K - Letter Agreement on Juneteenth	57

AGREEMENT made and entered into as of this **24<sup>nd</sup> day of August 2022**, 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 1199SEIU UNITED HEATHCARE 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".

## WITNESSETH

WHEREAS, the University 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 students of the University as well as those of its Employees and to avoid interruptions and interference with service to the students 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 - THE COLLECTIVE BARGAINING UNIT**

1. (a) The University recognizes the Union as the sole and exclusive collective bargaining representative of the Employees in the bargaining unit set forth in the stipulation signed by the University annexed hereto, and marked EXHIBIT D.
- (b) Excluded from the aforesaid bargaining unit are supervisory, confidential, executive and managerial employees, part-time employees who work a total of less than ten (10) hours per week, temporary employees as defined herein, and such other employees (i.e. cashiers and full-time students in degree granting programs at Columbia University, Teachers College and Barnard College) as are listed as being excluded. Supervisory Employee: Any individual having authority in the interest of the Employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust grievances, or effectively recommend such action, if not of a merely clerical nature, but requiring the use of independent judgment.
- (c) A temporary employee is one who is hired for a period of up to three (3) 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 three (3) month period may be extended up to an additional three (3) months or for the length of maternity 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 three (3) month period. The University will notify the Union of temporary Employees who have been on the payroll of the University for three (3) months. A copy will be sent to the Organizer and to the Delegate for the area concerned. The notification will include, name, department, date of hire, the purpose of the hire and, if applicable, the name of the person being replaced.

2. It is agreed that this contract shall apply and continue in full force and effect at any location to which the University may move. It is further agreed that this contract shall apply to any new or additional facilities of the University and under its principal direction and control on campus within the five boroughs of New York City, Nassau, Suffolk and Westchester Counties.
3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Section I hereof.
4. At the time a new Employee subject to this Agreement is hired, the University shall deliver to said Employee a written notice that the University recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II and III of this Agreement.
5. Part-time Employees working ten (10) hours or more per week covered by this Agreement shall receive fringe benefits, wages rates and wages increases hereunder on a pro rata basis.
6. The University will have the option of participating in the Neutrality provisions of Attachment B of the settlement between the League of Voluntary Hospitals and Homes and the Union. The University will notify the Union in writing if it elects to participate.
7. 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.

## **ARTICLE 2**

### **UNION SECURITY**

1. All Employees on the active payroll as of **June 1, 2022**, 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 **June 1, 2022**, who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement, except those who are required to become members sooner under the expired Agreement who shall become members on the earlier applicable date, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
3. All Employees hired after **June 1, 2022**, 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 continued 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 Article 32, 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 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**

### **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 (1<sup>st</sup>) 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 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 year 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, social security numbers, 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 4**

#### **NONDISCRIMINATION**

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 preference, sexual orientation, age, marital status or union activity.
2. Neither the Employer nor the Union shall discriminate against any Employee because of physical and/or mental disabilities except where such disabilities would directly prevent the accomplishment of the stated job duties.
3. After notification to the Union, the Employer shall be permitted to take all actions legally required to comply with the Americans with Disabilities Act.

#### **ARTICLE 5**

#### **SEXUAL HARASSMENT**

The Union and the University recognize the problem of sexual harassment in the workplace and are committed to ending it. The University will strictly enforce its policy regarding sexual harassment and will comply with all city, state and federal laws against sexual harassment. Sexual harassment complaints shall be filed with the University's Office of Equal Opportunity and Affirmative Action.

#### **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 Article 31.
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 a 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 Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. Such Bulletin Board(s) 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. Employees working at 1700 Broadway will be released one-half hour early (extra – for travel time) to attend the meetings.
8. As part of cost savings referred to in this Agreement, the parties recognize that the Union's delegates will play a pivotal role in educating the Union membership in understanding the cost savings programs, in helping to prevent fraud and abuse in the Funds, and in understanding the Agreement and collective bargaining process. In this regard, the Delegates will be released for up to five (5) days over the life of this Agreement with pay for intensive training in these areas. The Contract Administrator Program and Delegate Training programs shall be extended for the period June 1, 2015 – May 31, 2019. The total cost of release time will be reimbursed to the Employer via a deduction from contributions otherwise due to the NBF.

## **ARTICLE 7**

### **HIRING**

1. Columbia University shall be a contributing Employer to the 1199 Health and Human Services Labor Management Initiative Inc.
2. Neither the Service in referring, nor the Employer in hiring, shall discriminate against an applicant because of membership or non-membership in the union or any ground prohibited under Article 4 of this Agreement. The Employment Service shall give

preference to applicants from the Employer's immediate community when union members are not available.

3. (a) The Employer shall notify the Service of all bargaining unit job and training position vacancies.  
  
(b) Notwithstanding the foregoing, the Employer, retains the right to hire such applicants referred by the Employment Services as it deems qualified in its sole discretion. The Employer also retains the right to hire applicants from other sources.
4. The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency.
5. The costs of operating the service shall be borne by the Labor Management Initiative Inc.
6. All available temporary jobs shall be posted in the cafeterias covered by the Union. Cafeteria employees shall be given preferential consideration in filling such positions.
7. In addition to copies of the University's Job Opportunities currently provided by Human Resources, a paper copy will be sent to the School of Social Work and Dining Services.

## **ARTICLE 8**

### **PROBATIONARY EMPLOYEES**

1. Newly hired Employees shall be considered probationary for a period of one hundred and twenty (120) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. Benefit and Pension contributions shall commence at the end of eight (8) weeks of employment per Article 23(1) and Article 24(1).
2. Where a new Employee being trained for a job spends less than twenty-five percent (25%) of his/her time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.  
The probationary period for a part-time Employee whose regularly scheduled work week is less than three-fifths (3/5) of the regular work week applicable to his/her job classification shall be increased pro-rata in accordance with the following formula (rounded up to the nearest full day):  
  
Regular probationary period X  $\frac{\text{Number of hours constituting the normal work week}}{\text{Numbers of hours regularly scheduled}}$
3. During or at the end of the probationary period, the University 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**

#### **1. Definition**

- (a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in any covered cafeteria of the University.
- (b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification.

#### **2. Accrual**

- (a) 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.
- (b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of parental/child care leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of (12) months or the length of an Employee's continuous employment, if the Employee is recalled into employment; and during a sick leave of up to six (6) months.
- (c) Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification.
- (d) Where jobs in the same unit of any Department in the same title and grade are closely related, if operationally feasible, the University will consider the most senior Employee for the assignment of new tasks.
- (e) Temporary Employees, as defined in Article 1, paragraph 1 (b), 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 date of employment.
- (f) Part-time employees who regularly are scheduled to work three-fifths (3/5) or more of the regular work week applicable to his/her job classification shall accrue seniority as set forth in (a), (b) and (c) above. Part-time employees who are regularly scheduled to work less than three-fifths (3/5) of the regular work week applicable to his/her job classification shall accrue seniority in accordance with the following formula:

$$\frac{\text{Length of Service} \times \text{Number of hours regularly Scheduled}}{\text{Number of hours constituting the regular work week}}$$

- (g) An Employee who terminates voluntarily after five (5) years of continuous employment may return within one (1) year with no loss of seniority. Seniority credit shall not be given for the time not employed.

For purposes of computing vacation entitlement, however, all part-time employees shall accrue seniority as set forth in (a), (b) and (c) above.

### 3. Loss of Seniority

An Employee's seniority shall be lost when he/she:

- (a) Terminated voluntarily, except as provided for in 2(g) above.
- (b) Is discharged for cause.
- (c) Willfully exceeds an official leave of absence.
- (d) Is 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.

### 4. Application

- (a) 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.
- (b) Classification seniority shall apply in promotions, layoffs and recalls and for scheduling of vacations as herein provided.

### 5. Layoffs

- (a) In the event of a permanent layoff within a job classification in one department, probationary employees within that job classification in one department 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 bargaining unit seniority within the affected job classification within one department.
- (b) In the event an employee is scheduled to be permanently laid off in one department and there exists a vacant position in another department, which the employee has the skill and ability to perform, bargaining unit seniority within the affected job classification shall prevail in assigning such employees to be laid off to such vacant jobs. This provision is not intended to circumvent the article on promotions.

- (c) 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. The least senior employee shall be permanently laid off. In the event the employee originally scheduled to be permanently 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 permanently laid off.
- (d) 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 an eight (8) week 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 Article 32 of this Agreement (Grievance Procedure).
- (e) A non-probationary employee shall not be permanently laid off if, at the time of the prospective layoff, temporary work is available in the classification of the employees 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 permanent 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.
- (f) If the employee accepts such temporary assignment, the employee is not permanently laid off and remains an employee with recall rights commencing from the effective date of permanent 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 Article 20 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.

This provision will not apply to intercession or summer furloughs.

- (g) When an Employee is temporarily laid off, is given a definite date of return to work and is denied Unemployment Compensation Benefits solely because of the Amendment effective May 1, 2006 to Section 590.11 of the Labor Law, the University will pay such employee the sum of **\$255.00** per week ( the deduction shall not exceed **\$51.00** per day) effective April 1, 2002 during such period of temporary unemployment, said sum to be reduced by any amount earned as a result of any type of employment during the layoff period. There will be a one (1) week waiting period per year during the Summer recess to receive the above payment. Under no circumstances will the above payment be made after the

return date given to employee at the time of layoff, or during a period for which Unemployment Compensation Benefits are paid. The University shall continue to contribute to the National Benefit Fund for Hospital and Health Care Employees on behalf of said Employee at the same rate during the period of temporary layoff for the duration of the contract.

- (h) Prior to each recess, the parties shall agree on a list of Employees ready to work or not ready to work during recess. If an Employee who is listed as ready to work declines to work when called by management, the Employee's name will be removed from the recall list for the remainder of the recess period and management will give notification to the Union.
- (i) The Employer agrees to give the Employee to be permanently laid off four (4) weeks notice of the layoff. In the event of a temporary layoff, during intercession or during the summer, the Employer agrees to give the Employee two (2) weeks notice of the layoff.

#### 6. Recall

- (a) 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 senior Employee will be recalled, and so on.
- (b) Probationary Employees who have been laid off have no recall privileges.
- (c) A part-time employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.
- (d) An Employee who is recalled and assigned to a new position shall serve a probationary period of eight (8) weeks in such new position.

It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together. This provision shall be implemented by the University and the Union.

#### 7. Promotions

- (a) Where a promotional vacancy in a bargaining unit job occurs and two (2) or more Employees are under consideration for such vacancy, the University shall promote the Employee with the greatest seniority, unless as between or among such Employees, there is an appreciable difference in their ability to do the job.

Disputes under this provision shall be subject to the grievance and arbitration provision of the contract.

- (b) Whenever the University has a vacancy in a part-time position, the part-time hours will be offered first to the part-time employees on the basis of seniority. This will not supersede seniority clause.
- (c) Job requirements shall reflect actual job duties of the job in question and be clearly stated. Equivalent experience shall be given due consideration.
- (d) All promotional tests to determine an Employee's skill and ability shall be job related and objective.
- (e) 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) days of the submission of the request.
- (f) 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. This should be done within five days of the request.
- (g) An Employee who is promoted shall serve an eight (8) week 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 Article 30 of this Agreement.

#### 8. Lateral Transfers

- (a) Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy), any Employee with a satisfactory work record and with at least one (1) year of service in his/her present job may request, in writing, a transfer to fill such a vacancy provided that the Employee has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. Where two (2) or more Employees request such transfer in writing, the Employer shall transfer the Employee with greatest seniority, unless as among such Employees there is an appreciable difference in their ability to do the job.
- (b) An Employee who is laterally transferred shall serve an eight (8) week 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 without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights

shall be subject to Article 30 of this Agreement. Additionally, during said probationary period an Employee shall be returned to his/her former job upon his/her request, without loss of seniority or other benefits.

9. Seniority Roster

The University shall provide the Union with a current Seniority Roster. This shall be done on a yearly basis.

10. An employee who is notified that she/he will be subject to a layoff will, upon request, receive the following assistance from Human Resources:

- 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

11. CASUAL AND TEMPORARY EMPLOYEES-VOLUNTARY PROGRAM

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

1. Employees who have completed at least three (3) years of service as of the date of their layoff will be eligible to participate. Eligible employees must make a written election to participate or not to participate within two (2) weeks of receiving the notice of layoff.
2. An employee in the program will be covered by the collective bargaining agreement except as provided herein.
3. An employee who elects to participate:
  - a. Will not receive the severance allowance provided in Article 20 of the collective bargaining agreement. In its place, the employee will be retained at his/her salary as of the date of layoff, and will receive the fringe benefits provided in the collective bargaining agreement, for a period of time equal to the number of weeks of severance pay the employee would have received under Article 20.
  - b. Must accept all offered temporary, casual or training assignments and must work the same number of hours per week as the employee worked prior to the layoff, for the duration of time provided in paragraph 3(a). The University will attempt to accommodate work hour preferences, but cannot guarantee that the schedule and location of such assignments will be the same as those which the employee worked prior to the layoff. The University may assign any work which is of a general clerical nature for which the employee is minimally qualified.



- c. Will receive holiday pay for any holidays which occur, but will not be eligible to use vacation, personal leave or sick leave while in the program, except as follows:
    - i. Because of the temporary nature of the assignments, the use of sick leave for absences due to illness shall be limited to one (1) day per month. In the event of longer absences due to illness, the employee will be required to use accrued vacation in lieu of sick leave. Employees in the program may be required to provide satisfactory evidence of illness; or
    - ii. After completion of a three (3) month period in the program, an employee may use one (1) week of previously accrued vacation for vacation purposes, provided the vacation is scheduled in advance.
  - d. Will be paid for overtime worked, in accordance with the collective bargaining agreement.
  - e. Must apply for any posted bargaining unit position for which the employee is qualified in the same or any lower grade. An employee who is offered a regular position at the same or greater salary, and who refuses such offer, will be terminated from the program and will receive a layoff allowance equal to the difference between the employee's original severance entitlement under Article 17 and the number of weeks they were in the program.
  - f. An employee will remain in a temporary assignment which extends longer than the length of time that the employee would otherwise be in the program unless the employee accepts a regular position.
- 4. An employee who fails to work on any day covered by paragraph 3 when work is offered may be terminated from the program and will receive a layoff allowance equal to the difference between the employee's original severance entitlement under Article 20 and the number of weeks they were in the program.
  - 5. If the department determines that the employee is not qualified or able to perform the duties of the temporary assignment, the department may remove the employee from the temporary assignment and return the employee to the pool. Such action shall not be grievable or arbitrable.
  - 6. The employee will retain seniority for the balance of time as defined in Article 9.

## ARTICLE 10

### WAGES AND MINIMUMS

1. General Wage Increases and Corresponding Increases to Minimum Rates and Steps

- (a) Effective **June 6, 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%).

**Effective June 6, 2022, Employees shall receive a \$400 base wage adjustment to be added to his or her annual base wage rate. The weekly 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 **June 5, 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%).
- (c) Effective **June 3, 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. The payment shall be prorated for part-time Employees based on the average hours actually worked during the foregoing ninety (90) day period (or the ninety (90) day period referred to in paragraph 1 (e) below, where applicable). The lump sum payment shall not be considered as pay for payment of contributions to, or benefits provided by, the Union Funds, or for purposes of overtime, shift or other differentials or any form of premium pay.
- (e) The term “employed” as used in this Section 1 (e) shall include all periods of paid leave and for this purpose only: (i) a period for which the Employee is entitled to receipt of disability or workers compensation payments from the NBF or other insurance paid for by the Employer, and (ii) 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 **June 6, 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. Minimum Rates during the First Year of Employment for Newly Hired Employees.

No Employee shall be hired below the minimum rate for his/her labor grade or classification, as per the attached Stipulation J, provided, however, that effective March 1, 2011, all newly hired cafeteria employees shall receive a base weekly rate for their grade during their first year of employment as follows.

Employees hired on and after October 1, 2013	Two and one-half percent (2.5%) less than the minimum weekly rate
--	---

3. For Cafeteria employees, eliminate Grade A effective July 1, 2002, and move all positions into Grade B (lower rate) (at the appropriate step in the new hire progression, if applicable).
4. An Employee, when required to work at a higher rated bargaining unit job, shall be paid his/her rate or the rate for the other job, whichever is higher, after a total of five (5) days work in such higher classification in each contract year.
5. The University will discuss any new or modified job descriptions with the Union prior to posting the job. If it is claimed by the Union that the Employer has instituted a new job classification or substantially modified an existing job classification, the Union may process a claim for a change in the job rate for such classification in accordance with the provisions of Articles 32 and 33 of this agreement, provided, however that it is expressly understood and agreed that neither the Union nor any employee may grieve or arbitrate with respect to content or description of any such job or job classification.
6. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift differential but shall exclude overtime.
7. (a) The increases set forth in paragraph 3 above will be applied to the new hire wage scale as set forth in Stipulation J.
- (b) New hires effective January 1, 1999, will reach the full job rate (minimum weekly rate) for their labor grade after three years of employment.
8. Seniority - Effective March 1, 2006, prospectively, eligibility and increases in seniority increments will be paid on the employee's anniversary date. The following seniority 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 - \$5.00 per week  
Employees who have completed at least 10 years of service - \$10.00 per week  
Employees who have completed at least 15 years of service - \$15.00 per week  
Employees who have completed at least 20 years of service - \$20.00 per week  
Employees who have completed at least 25 years of service - \$25.00 per week  
Employees who have completed at least 30 years of service - \$30.00 per week

In calculating the seniority increment, any employee who received an increment on April 1, 2004, will have the amount of that increment deducted from the amount above, and will receive the balance. These payments will be calculated by adding the cents per hour to the employee's then-current rate of pay.

9. Meal Benefit - Effective September 2010, all employees shall receive, without charge, one (1) meal per day from the board plan operations (replaces daily stipend referenced above).

## **ARTICLE 11**

### **HOURS**

1. The regular workweek for all full-time employees shall consist of forty (40) hours per week. Employees shall receive two (2) days off in each full calendar week, except in the event of overtime. The regular workweek for part-time Employees shall not exceed five (5) days.
2. The regular work day for all full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as above defined, divided by five (5), exclusive of an unpaid lunch period.
3. Regular part-timers who average full-time hours over a three-month (3) period shall be changed to full-time status.
4. Full-time Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by the University to each Employee.
5. Employees shall be afforded a reasonable time during which to cash paychecks.
6. Permission for Employees to make-up lateness, particularly in the case of sick children, shall not be unreasonably denied providing there is no pattern of abuse. Lateness must be made-up within the same pay week and only with prior supervisory approval.
7. 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, and in no case shall require the Employee to stay for more than one (1) hour. An Employee shall be entitled to use up to two (2) days of vacation or other personal time for such emergencies. The University shall have the option to require the Employee to provide reasonable documentation of the emergency.

## **ARTICLE 12**

### **OVERTIME**

1. Employees shall be paid one and one-half (1½) times their regular pay for authorized time worked in excess of the regular full-time work week for their classification as set forth in Article 11, Section 1.

Double time will be paid for work on the seventh (7th) work day, if the Employee has worked the six (6) previous days, or a holiday has occurred.

2. The following paid absences shall be considered as time worked for purpose of computing overtime: holidays, vacations, jury duty days, condolence days, paternity day, marriage days, and sick leave days. Unpaid absences shall not be considered as time worked.
3. The University will assign, on an equitable basis, required prescheduled overtime among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of the University.
4. There shall be no pyramiding of overtime.

### **ARTICLE 13**

#### **SHIFTS**

1. Employees shall work on the shift, shifts, or shift arrangements for which they were hired. The University may change an Employee's shift for good and sufficient reason, and any such change shall apply to the Employee with the least classification seniority qualified to do the work.
2. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees.
3. Any Employee who works on a shift which commences at four o'clock (4:00) p.m. or thereafter shall receive a shift differential of ten percent (10%).
4. There shall be no split shifts.

### **ARTICLE 14**

#### **HOLIDAYS**

1. (a) Employees after thirty (30) days of employment, shall receive fourteen (14) paid holidays each year of this Agreement; fourteen (14) of the paid holidays shall be those listed in Exhibit E annexed hereto.
- (b) In the event that an Employee is required to work on a paid holiday, he/she shall

be paid at the rate of time and one-half (1½) his/her regular pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with regular pay during the Spring or Christmas recess.

- (c) If a paid holiday falls during the Employee's vacation, the Employee's vacation entitlement shall be extended by one (1) day or the Employee shall receive an extra day's pay. In making this determination, the University shall take into consideration the Employee's expressed preference.
  - (d) 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 University may demand proof of illness. The University may deny pay for such holiday if such proof is requested and not furnished.
  - (e) Should any of the aforementioned holidays fall on Saturday, the holiday will be celebrated on the previous Friday. Should any of the aforementioned holidays fall on Sunday, the holiday will be celebrated on the following Monday.
  - (f) The receipt of holiday pay for the July 4th (Independence Day) holiday shall not be denied to employees who are on temporary lay-off because of the scheduled summer closing of the cafeteria.
2. Employees will be entitled to time off with pay to vote at City, State or Federal elections, in accordance with New York State Law.

## **ARTICLE 15**

### **VACATIONS**

1. Employees shall be entitled to accrued vacations each year with pay as follows:

<b><u>PERIOD OF CONTINUOUS EMPLOYMENT</u></b>	<b><u>AMOUNT OF PAID VACATION</u></b>
6 months but less than 12 months	1 week
12 months	2 weeks
3 years	3 weeks
4 years	4 weeks
15 years	5 weeks

2. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the University. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.
3. The terminal date for computing vacation eligibility each year of this Agreement shall be June 1st.
4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year, and Employees will not be compensated for vacation time not taken.
5. Vacation pay shall be based upon the Employee's regular pay.
6. An Employee shall be paid vacation pay before starting vacation, provided such vacation is scheduled at least four (4) weeks in advance. An Employee may request that the University defer vacation pay.
7. Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with from more than one (1) and up to including but not exceeding five (5) years of service. For Employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period the vacation shall be postponed and another period assigned. If disability due to illness, maternity, or injury begins after an Employee commences his/her vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the Employee upon return to work after any absence caused by such illness, maternity or injury.

Hours of vacation pay for each week of vacation to which an Employee may be entitled as above defined, shall be computed on the basis of the average number of hours per week actually worked as above defined, including premium hours, during the twelve (12) calendar months immediately preceding the Employee's absence.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) week period shall not be deemed nor considered as time worked in computing vacation pay, and vacation pay for such Employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such Employee would have been contractually entitled to had he/she worked the entire vacation eligibility year.

All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, his/her vacation pay shall be pro rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation pay due him/her.

An Employee who has quit or who has been discharged or who has lost his/her seniority pursuant to the terms of Article 9 and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance, the amount of which is to be calculated in accordance with the last preceding paragraph.

8. The receipt of full vacation pay shall not be denied to employees who are on temporary lay-off because of the scheduled summer closing of the cafeteria.

## **ARTICLE 16**

### **SICK LEAVE**

1. Employees shall be entitled to paid sick leave in any year, calculated from the anniversary of employment, figured at straight time for the regularly scheduled hours of work as follows:

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF DAYS</u>
After 2 months but less than one year of employment	8 days
After 1 year but less than 3 years of employment	10 days
After 3 years but less than 5 years of employment	15 days
After 5 years but less than 7 years of employment	20 days
After 7 years but less than 9 years of employment	25 days
After 9 years of employment	30 days

2. Employees, after thirty (30) days of employment, shall be entitled to paid sick leave earned at the rate of two (2) days for each three (3) months, retroactive to date of hire, up to a maximum of eight (8) days per year. Employees, after one (1) or more years of employment with the University shall be entitled to a total of (per schedule above) 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. An employee shall be entitled to use up to five (5) days of his/her sick leave each year for family illness (spouse, domestic partner, child, parent, parent or child of spouse or domestic partner, sibling, grandparent, grandchild, or family member residing in the employee's household).

The University shall comply with the NYC Earned Safe and Sick Time Act and the NYC Temporary Schedule Change Law.

4. Pay for any day of sick leave shall be at the Employee's regular pay.
5. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury, must notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. The University may require proof of illness hereunder. Employees shall be entitled to sick leave pay only when they are necessarily confined to their homes or to a hospital because of illness.
6. Employees who have been on sick leave may be required to be examined by the University's Health Service physician before being permitted to return to duty.
7. 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.
8. An Employee eligible for disability benefits shall be paid for sick leave one-third (1/3) of the Employee's regular straight time rate of pay. Such sick leave shall be deducted from annual or accrued sick leave at the rate of one-third (1/3) of a day per day of absence.
9. Effective January 1, 1977, the sick leave schedule for newly hired employees only will be as follows:

LENGTH OF SERVICE

NUMBER OF DAYS

After 6 months but less  
than one year

5 days

After 1 year but less  
than 2 years

12 days

After 2 years but less  
than 9 years

15 days

After 9 years

20 days

Employees shall be entitled to accumulate up to sixty (60) working days of sick leave

during any one year, including the days earned or to be earned in the current year, regardless of date of hire.

10. For all persons hired after January 1, 1979:

Employees, after thirty (30) days of employment, shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment up to a maximum of twelve (12) days per year. Employees, after one (1) or more years of employment 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 (2nd) 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.

11. Medical Appointments

Employees who have sick leave in their bank may use sick leave for their own medical appointments at the start or end of the workday. Employees must pre-schedule these appointments with their supervisor, and work the balance of the day.

12. Sick Leave Incentive Plan

Effective April 1, 2002, the following provisions will apply for all employees regardless of date of hire whose next anniversary date occurs subsequent to March 31, 2002, as their sick leave bank accrues additional days:

Employees shall be entitled to accumulate up to sixty (60) working days of sick leave during any one year, including the days earned or to be earned in the current year, regardless of date of hire.

Effective January 1, 2016, an employee who has thirty (30) days in the bank at the beginning of his/her leave year and who uses a limited number of days (combination of sick leave, workers compensation, and disability) during the leave year, will receive a lump sum payment equivalent to a fixed number of days regular pay at the end of the leave year based upon the following formula:

<u>Total Time Lost</u>	<u>Lump Sum Payment</u>
3 days	3 days
2 days	4 days
1 days	5 days
0 days	6 days

See attached side letter explaining implementation.

## **ARTICLE 17**

### **PAID LEAVE**

Upon request, the University will provide employees with quarterly reports about their leave balances, at such time as the PeopleSoft time and attendance program is on-line. The University will assure that all employees have a means of obtaining access to leave data once the computer system is operational.

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

1. 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, 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.
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 Dining Room Office and the University may request that the Employee be excused or exempted from such jury duty if, in the opinion of the University, the Employee's services are essential at the time of proposed jury service.
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 regular pay for one (1) working day absence when his wife has a baby or adopts a child.

## **ARTICLE 18**

### **UNPAID LEAVE**

Employees shall be eligible for unpaid leave in accordance with the following:

1. **Pregnancy/Child Care Leave**
  - (a) Pregnancy shall be treated as any other non-occupational disability circumstance set forth in Article 16 and 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 now 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 three (3) years 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 operation of the University. It is understood however, that such requests are annually subject to University approval. Notwithstanding Article I, Section 1(c), the University may hire a temporary employee(s) to back fill the position for the duration of the leave.

4. **Family Illness**

Employees with one or more years of service shall be entitled to a twelve (12) week unpaid leave in a calendar year for serious illness of a family member. Eligible relationships are the same as those listed in Article 17 Section 1. The University shall have the option to require the Employee to provide reasonable documentation of the illness.

5. **Illness or Injury/Leave**

Leaves of absence for illness or injury will be granted for up to eighteen (18) months, or length of service, whichever is less. Employees must provide medical certification.

6. **Other Leaves**

Leaves of absence without pay for other reasons will not be unreasonably denied by the University.

7. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided in Article 9. When an Employee returns to work following an authorized leave of absence, he/she shall be reinstated to his/her former position with seniority. As a condition of reinstatement following a leave of absence for illness, the University may require the Employee to receive the approval of the University's Health Service.

## **ARTICLE 19**

### **PAST PRACTICES**

No classification of Employee shall sustain any loss in condition of employment as practiced heretofore.

## **ARTICLE 20**

### **SEVERANCE PAY**

Employees with one (1) or more years of bargaining unit Seniority who are permanently laid off shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority, pro-rated, up to a maximum of twenty-six (26) weeks' pay, at his/her regular pay rate in effect at the time of such layoff.

## **ARTICLE 21**

### **1199/UNIVERSITY TRAINING FUND**

The University will become a participating employer in the 1199 Training and Upgrading Fund effective April 1, 2002.

1. The parties shall continue planning for and training adequate health personnel for Employers covered by this Agreement through the Hospital League/1199 Training and Upgrading Fund.

The contribution to the Fund shall be an amount equal to one half percent (½%) of the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

Contributions so received by the Trustees shall be used to study Employer manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages.

The Trustees will be requested to seek grants from outside sources including the State and Federal governments for training to reduce the negative impact arising from layoffs or potential layoffs.

The Trustees of the Training and Upgrading Fund, in addition to the moneys received from Employers, shall attempt to secure such additional funds as may be

available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

2. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the League.
3. The Trustees of the Hospital League/1199 Training and Upgrading Fund shall develop programs to provide Employees who are laid off or who are potentially affected by layoff with retraining for lateral and/or upgrading opportunities. The purpose of such programs shall be to minimize the effect of actual or potential layoffs and may include stipends to supplement unemployment compensation, severance pay, etc. as deemed necessary and appropriate by the Trustees. All matters concerning the particulars of such programs including, among others, questions of eligibility, limitations, duration and amount, shall be determined by the Trustees.

Columbia University is a contributor to the Training and Upgrading Fund ("TUF"). In order to enhance the skills of the current workforce and to assist in preparing them for new/other career opportunities, the parties agree to establish a joint labor-management team to identify needs and recommend methods to address those needs.

- The Parties will establish a labor-management team with one union (plus one alternate) representative and management representatives (not to exceed the total number of union representatives) from each of the following areas: Central Mail, Social Work, Dining, Finance, Information Technology, and Libraries as well as staff representatives from 1199SEIU and CU Human Resources.
- A representative of the Training and Upgrading Program will be assigned to work with the joint team, to:
  - Assess the training needs of incumbent staff for enhancements in their current role
  - Identify career path opportunities for bargaining unit staff and the skills that the new roles require
  - Identify TUF, Columbia and other resources available to support the training programs requiredIf possible and necessary, identify other potential funding opportunities.
- 4. The League and the Union will request that the Trustees consider ways to expand the number and location of conferences, workshops and seminars which may be attended particularly by professional Employees in order for them to keep abreast of developments in their fields.

5. The Employer will make a good faith effort to adjust schedules so that Employees can take training courses.
6. The Employer will make a good faith effort to make space available for training.

## **ARTICLE 22**

### **TUITION EXEMPTION**

#### **1. Tuition Exemption**

The Employer shall provide free tuition as follows:

<b><u>FULL-TIME EMPLOYEES:</u></b>	7 credits per semester (Maximum of 2 courses)
------------------------------------	--

#### **PART-TIME EMPLOYEES WORKING 20 HRS OR MORE PER WEEK:**

Employed less than 1 year	3 credits per semester (Maximum of 1 course)
---------------------------	---

Employed more than 1 year	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 Article 22, Section I of the collective bargaining 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 Employee's unused portion of credit to any course, graduate or undergraduate, subject to the following modifications:

- (a) That the course be given by a department or school of the Columbia Corporation. Courses given by Teachers College or Barnard 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 Article 22, Section 1 of 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.
- (e) If an Employee is hired and begins a course after the beginning of the semester such Employee's eligibility for tuition exemption shall be prorated in accordance with guidelines established by the University at the beginning 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**

That, as of January 20, 1975, the spouse and children of eligible full-time bargaining unit Employees shall be entitled to utilization of any Employee's unused portion of credit as outlined in this Agreement. For all new hires past that date, the Employee's spouse shall be immediately eligible for full utilization as outlined in this Agreement, but the Employee's children shall not be eligible until the Employee has bargaining unit seniority for a minimum of two (2) years at Columbia University.

For Employees hired after June 1, 2015, 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.

#### **6. Tax Withholdings for Tuition Exemption**

The University will continue efforts to repeal legislation requiring withholding for tuition exemption.



## **ARTICLE 23**

### **BENEFIT FUND**

1. The Employer shall continue to contribute to the 1199 National Benefit Fund for Health and Human Service Employees ("NBF" or "Fund") in an amount equal to the percentage as specified in Article XXIII, paragraph 5(c), multiplied by the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment, reduced by contribution credits, if any, approved by the NBF Trustees.

Such payments shall be used by the Trustees of the Benefit Fund for the purpose of providing the Employees with social benefits, e.g., medical benefits, disability benefits, death benefits and hospital benefits as the Trustees of the said Fund may from time to time determine.

For the life of the Agreement, the Employer shall continue to contribute to the National Benefit Fund at the Required Contribution Rates (RCR) set by the Funds' Trustees.

Effective as of the following dates the NBF required contribution rate (NBF URR) shall be increased to the following corresponding percentages of gross payroll:

<b>Effective Dates</b>	<b>Contribution Percentage</b>
<b>October 1, 2021</b>	<b>37.04%</b>
<b>October 1, 2022</b>	<b>38.74%</b>
<b>October 1, 2023</b>	<b>40.42%</b>

2. It is agreed that the National Benefit Fund will provide disability benefits for the Employees covered by this Agreement, in accordance with the requirements of the New York State Disability Benefits Law. In view of the assumption of this obligation by the said Fund, the Employer agrees not to make any deductions from the covered Employees' wages on account of disability benefits. The National Benefit Fund will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and to the Employer.
3. The Trustees shall continue to provide Benefit Fund enrollment cards to the Employers in accordance with its prior practice.
4. The Union and the League hereby direct the Trustees to implement the cost containment measures set forth in Exhibit E.
5. The Union and the League of Voluntary Hospitals and Nursing Homes shall appoint a committee that will develop a program to provide the best possible health care and health benefits.

- (a) In designing this program, the Union and the League agree to be guided by the following objectives. That the National Benefit Fund will:
  - (i) Promote health and prevent disease;
  - (ii) Provide comprehensive health benefits in a cost-effective manner, and when fully operational, at no costs to covered Employees and their eligible dependents;
  - (iii) Provide improved access to high quality health care providers participating in the Plan;
  - (iv) Seek to eliminate and/or eliminate all Employee out-of-pocket cost through maximizing the availability of services from member institutions and affiliated, participating providers (including but not limited to physicians, dentists and mental health providers);
  - (v) Permit Employees and their eligible dependents to exercise choice of providers;
  - (vi) Seek ways through management of quality, utilization and price to restrain the growth in cost while maintaining the scope and improving the quality of services.
- (b) To achieve these objectives the Union and the League direct the National Benefit Fund Trustees to develop a comprehensive health care service network organized around a core of accessible, high quality primary care providers in accordance with the substantive provisions contained in the agreement between the League and 1199 dated June 28, 1994.
- (c) Effective October 1, 2014, the contribution rate to the National Benefit Fund shall be 28.75%, and each twelve (12) months thereafter the rate shall be adjusted, as determined by the Fund actuary, to the level required to maintain all existing benefits including those improved in this Agreement and a minimum one (1) month surplus (defined as a surplus equal to one (1) month's contributions) through the expiration of the contract.
- (d) The League and its member institutions agree:
  - (i) To expand the NBF's preferred provider program the League will make maximum effort to encourage its member institutions to recruit affiliated physicians, mental health providers, dentists and other providers to accept NBF reimbursement as payment in full for medical, dental and all ancillary services.
  - (ii) To designate appropriate top management with authority to implement this program with the NBF.
  - (iii) To sponsor and conduct at the work place, with the NBF, health promotion-disease prevention programs which may include hypertension testing and treatment, breast cancer screening, nutrition, smoking cessation and other wellness programs.

- (e) The medical reimbursement schedule will be increased to the 2003 Medicare Schedule effective June 1, 2003.

## **ARTICLE 24**

### **PENSION**

1. Effective **October 1, 2021**, the University shall contribute each month to the 1199 Health Care Employees Pension Fund ("PF" or "Fund") in an amount equal to **11.3%** of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees for the first two (2) months following the beginning of their employment. For the life of the Agreement, the Employer shall continue to contribute to the 1199 Health Care Employees Pension Fund at the Required Contribution Rates (RCR) set by the Funds' Trustees.

Such payments shall be used by the Trustees of the Pension Fund for the purpose of providing Pension or Retirement benefits for the Employees as the Trustees of the said Fund may from time to time determine.

2. Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.
3. The Employer's obligation with respect to contributions to existing pension plans and the Pension Fund established hereunder shall not exceed the greater of the contribution required hereunder or the present cost of such existing plans to the Employer per Employee. The parties shall meet to study existing pension plans for the purpose of protecting Employee rights thereunder and providing for an orderly transfer of Employees into the Pension Fund hereunder. Any disagreement regarding implementation of these provisions shall be subject to arbitration hereunder.
4. The Employer shall not withdraw from the Social Security Program.

## **ARTICLE 25**

### **ENFORCEMENT ARTICLE**

1. All Funds to which the Employer presently contributes or to which the Employer may contribute in the future, will be subject to the provisions of the Enforcement Article.
2. Alan Viani is hereby designated as an Impartial Arbitrator to hear and determine any disputes which may arise between the parties with regard to payment of contributions and/or interest and the enforcement thereof. Such arbitration shall be heard no later than ten (10) days after written request submitted to the Arbitrator. The award of the Arbitrator shall be issued within five (5) days thereafter.

3. In the event of a vacancy in this position for whatever cause, the Parties accept the Impartial Arbitrator designated by the League and 1199 to fill the vacancy and any subsequent vacancy in the position of Impartial Arbitrator as may from time to time arise, on the terms and conditions provided in any and all agreements between the League and 1199 concerning the designation of an Impartial Arbitrator pursuant to Article XXV, 14 of the League.

## **ARTICLE 26**

### **UNIFORMS**

The University shall provide, launder and maintain any uniforms which it requires the Employees to wear.

## **ARTICLE 27**

### **CHILD CARE**

1. Effective April 1, 2003, the Employer shall contribute to the 1199-Employer Child Care Fund at a rate of one-half percent (.5%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment, to provide child care and youth programs for 1199 members' children.
2. Effective January 1, 2003, all Child Care funds shall be commingled under terms approved by the Trustees.

## **ARTICLE 28**

### **MANAGEMENT RIGHTS**

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue, subject to the provisions of paragraph 2 of this Article, or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and layoff Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities, regardless of whether or not the same causes a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. **Sub-contracting**

No bargaining unit work shall be sub-contracted unilaterally by the University. Should the University desire to sub-contract such work, it shall notify the Union thereof in writing and arrange for a meeting with the Union to discuss the matter. If for good and sufficient reason, such as, but not limited to loss of jobs, adverse affect upon wages standards and/or working conditions or removal of the jobs from the Union's jurisdiction, the Union objects to the sub-contracting, the University may submit the matter to arbitration in accordance with the arbitration procedure provided by this Agreement.

**ARTICLE 29**

**RESIGNATION**

1. An Employee who resigns shall give the University advance notice equal to the initial annual vacation entitlement for his/her job classification.
2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated shall be entitled to receive payment for 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, provided it was possible for the employee to have given such notice.

**ARTICLE 30**

**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 of like nature.
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 five (5) working days, but no later than 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 jointly agree to seek expedited arbitration for discharge cases.

5. Warning letters will be removed from personnel files after one (1) year provided that disciplinary action for a similar or related offense has not occurred.

### **ARTICLE 31**

#### **NO STRIKE OR LOCKOUT**

1. No Employee shall engage in any strike, sit-down, sit-in, slow-down, 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, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the University, 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 University 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 University agrees that it will not lock out Employees during the term of this Agreement.

## ARTICLE 32

### GRIEVANCE PROCEDURE

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

#### Step 1.

Within a reasonable time (except as provided in Article 30), an Employee having a grievance and/or his/her Union Delegate or other representative shall take it up with his/her immediate supervisor. 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 in Step 1.

#### Step 2.

If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented to Step 2. When grievances are presented in 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 in Step 2 shall be answered by the University in writing within five (5) working days after its presentation.

#### Step 3.

If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this Step to the Director of Employee Relations or his/her representative and he/she or his/her representative shall render a decision in writing within **ten (10)** working days after the presentation of the grievance in this step. When grievances are presented in Step 3, they shall be reduced to writing, and signed by the grievant and/or his/her Union Representative.

- (a) Failure on the part of the University 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 Article 32, Section 2.
- (c) Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially in Step 3 by notice in writing

addressed to the Union at its offices.

2. All the time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
3. 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.
4. A grievance which affects a substantial number of Employees, and which the University representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

### **ARTICLE 33**

#### **ARBITRATION**

1. A grievance, as defined in Article 32, which has not been resolved thereunder may, within forty-five (45) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the University or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. An additional seven (7) days may be added to the forty-five (45) days if needed by the Union for its Hearings and Appeal Unit. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.
2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
3. The award of the arbitrator hereunder shall be final, conclusive and binding upon the University, the Union and the Employees.
4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article 32, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

### **ARTICLE 34**

#### **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 laws 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 same is in force and effect; but



all other provisions of this Agreement shall continue in full force and effect.

### **ARTICLE 35**

#### **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 completed and submitted to the Controller's Office as required.
2. New Employees shall be allowed one (1) hour to be given information on 1199/SEIU.
3. The University shall pay fifty percent (50%) of the printing costs of the Collective Bargaining Agreement.
4. The University and the Union shall implement theft control procedures applicable to all Dining employees. A labor/management committee will be convened within sixty (60) days of ratification to discuss and agree upon procedures to be implemented by no later than March 1, 2010.
5. Employees who are required to operate a motor vehicle must promptly notify their supervisors if their driver's license is suspended, restricted or revoked.

### **ARTICLE 36**

#### **HEALTH AND SAFETY COMMITTEE**

1. The University and the Union shall continue to cooperate in encouraging the maintenance of a safe and healthy work place.
2. The Union may designate two (2) bargaining unit Employees (one from each unit) to serve as representatives on the Health and Safety Committee provided for in Article 29 of the current Collective Bargaining Agreement between the University and Local 2110 UAW, AFL-CIO. Such Employees shall serve under the same conditions as specified in such Article 29 of the Local 2110 agreement and the function of the Committee will be as specified in said Article. This provision is contingent upon agreement by Local 2110.
3. The Health and Safety Committee will continue to cooperate to investigate, identify and remove conditions which are hazardous to an Employee's safety and health. Said Committee will meet as necessary. The existence of the Health and Safety Committee shall not preclude grievances from being filed.
4. 1199/SEIU and Local 2110 collectively shall have an equal number of votes as the

University regardless of the number of representatives attending.

5. The University will continue to comply with all local, state and federal laws pertaining to health and safety conditions applicable to the University.
  - (a) The Health and Safety Committee shall consider current-ongoing research on the effects of VDT's and similar devices to see how it may be applied to improve on-site conditions.
  - (b) In designing new VDT facilities, architects and other designers will take into account the best available information on safety and "ergonomic" design to prevent eyestrain and musculo-skeletal problems and will bear in mind possible hazards arising from exposure to low frequency magnetic fields.
  - (c) VDT's will be equipped with glare screens.
  - (d) If a temporary transfer or job switch cannot be arranged, pregnant women who choose not to work at a VDT may take an unpaid leave of absence.
  - (e) Employees who regularly work on VDT's may have an eye examination at the University's expense by a University designated doctor once each contract year.
  - (f) Management will continue initiatives currently in place which assist in the reduction of physical strain for Employees who continuously work on VDT's. Further initiatives should be discussed within the Health and Safety Committee.
6. The University shall provide, on work time, safety and health training which is either required by law or agreed to between the parties. All training issues will be referred to the Health and Safety Committee.
7. 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.
8. In case of emergency, the Health and Safety Committee shall be convened within twenty-four (24) hours.
9. The University shall give the Union advance notification of construction work in bargaining unit areas. After 4/1/96, Material Safety Data Sheets (MSDS) will be made available to the Health and Safety Committee immediately upon request.
10. Information regarding Worker's Compensation and claim procedures will immediately be made available to employees, upon request.

11. The Union may request a meeting, twice per year, or as needed, to discuss questions/concerns about current renovation projects in bargaining unit areas. Such request will not be unreasonably denied.

## **ARTICLE 37**

### **LABOR-MANAGEMENT COMMITTEE**

1. A Labor-Management committee will be established. Either party may request that a meeting be held between both parties to discuss any issues of mutual concern, including but not limited to:
  - (a) Issues involving contract interpretation questions.
  - (b) Issues related to the filling of vacant positions in the bargaining unit, for which the Employer is actively recruiting and for which no Employee at the institution has exercised rights under the Seniority provisions.
  - (c) Issues of training, i.e. skills training, cross training.
  - (d) Ideas to promote quality of work life and improved working conditions.
  - (e) Issues related to organizational change resulting in the restructuring of multiple positions.
2. Such meetings shall be held within a reasonable time after the request. The creation of the Committee and its consideration of issues will not limit the right of the parties to resolve disputes pursuant to the grievance and arbitration provisions of the contract.
3. The Labor-Management Committee shall establish a mutually agreed upon agenda and calendar of meetings to take place during the six (6) month period following the conclusion of negotiations.

## **ARTICLE 38**

### **TECHNOLOGICAL CHANGE**

- A. (1) The University agrees to notify the Union reasonably in advance of the schedule introduction of automation that may reasonably be expected to result in (a) reduction or displacement of bargaining unit employees; (b) substantial changes in an employee's job; or (c) substantial changes in the nature of the work in a particular job classification. Notification will include the following information:
  - (a) Nature of the change.

- (b) Departments involved and job titles of affected employees.
  - (c) Anticipated date of the change.
  - (d) A summary description of the location of the automation and the effects on personnel to the extent known.
- (2) In the event that automation is introduced into an office and its introduction may reasonably be expected to result in (a) reduction or displacement of employees; (b) substantial changes in an employee's job; or (c) substantial changes in the nature of the work in a particular job classification, the University shall meet with the Union to explore ways in which employees may be retained to fit the demands of changing technologies in their work environment. The University shall not unreasonably deny any employee covered under this agreement the opportunity for advancement as a result of new technologies once the employee has satisfied the requirements for the new job by training in competencies with the new technologies. The University will provide training to active employees and will meet with the Union to discuss the extent of such training if any is necessary.
- (3) The University will not be unreasonable in providing available information in response to Union requests for information on Technological Changes. In the event of layoff due to automation, the layoff provisions of this Agreement will apply except that four (4) weeks notice of layoff, or pay in lieu thereof, will be given.
- B. In the event the University requires an employee to undergo training in his/her present position, such training shall be provided by the University during work time.

### **ARTICLE 39**

#### **RETIREEES PRIVILEGES**

1. Retirees will have reading privileges in the Libraries, and shall have the same borrowing privileges from the Library as active staff.
2. Retirees will have access to the Gym on the same terms as active staff.

**ARTICLE 40**

**EFFECTIVE DATES AND DURATION**

1. This Agreement shall be in full force and effect for the period commencing **June 1, 2022** and ending **May 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.

IN WITNESSETH WHEREOF, the Union and the University have signed this Agreement this **24<sup>th</sup> day of August 2022**.

1199SEIU UNITED HEALTHCARE  
WORKERS EAST

THE TRUSTEES OF  
COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK

By: \_\_\_\_\_  
Jacqueline Alleyne  
Executive Vice-President

By: \_\_\_\_\_  
Idina Gorman  
Executive Director  
Labor & Employee Relations

EXHIBIT A

**CHECK-OFF AUTHORIZATION**

DATE:

TO:

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by 1199SEIU **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 1199SEIU **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 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

**1199SEIU FEDERAL CREDIT UNION  
CHECK-OFF AUTHORIZATION**

1199SEIU Federal Credit Union  
CHECK-OFF 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 1199SEIU 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 1199SEIU 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 1199SEIU 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 1199SEIU 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 C

**POLITICAL ACTION FUND CHECKOFF  
AUTHORIZATION**

I hereby authorize 1199SEIU, United Healthcare Workers East, to file this payroll deduction card on my behalf with my employer, to withhold **\$10** per month and to forward that amount to the 1199 Political Action Fund.

This authorization is voluntarily made based on my specific understanding that (1) The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any Union; (2) That I may refuse to contribute without reprisal; and (3) That the 1199 Political Action Fund uses the money it received for political purposes including but not limited to making contributions to and expenditures for candidates for federal, state, and local offices and addressing the political issues of public importance. This authorization shall remain in full force and effect until revoked by me in writing.

Last Name      First Name      Middle                      Init. Social Sec. #

Home Address              City                      State                      Zip Code

Department in which you work              Home Phone (include area code)

Work Phone (extension)

Date    Signature



EXHIBIT D

BARGAINING UNIT

The cafeteria workers employed at all of the cafeteria locations of the University, which are as follows:

John Jay Hall

Lerner Hall

Uris Deli

Lenfest Cafe

Carelton Lounge

Blue Java Coffee Bars

**Faculty Club**

## EXHIBIT E

### HOLIDAYS

- (A) New Year's Day
  - \*Dr. Martin Luther King's Birthday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Monday Before Election Day
  - Election Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day

(B) In addition to the above, Employees will receive one (1) Spring day and two (2) additional days to be taken during the Christmas holiday season.

\* Shall be celebrated on the Federal Holiday.

(c) In addition to the above, upon completion of the probationary period, Employees shall be entitled to one (1) floating holiday, to be taken on an individual basis at the Employees discretion, so long as it does not interfere with the operation of the Employer

## EXHIBIT F

The University will meet with the Union on an annual basis to discuss progress of Dining Services, in order to assess the contribution of the new hire wage progression in helping the department meet its goals.

The parties will discuss the need for continuing the progression or modifying it, based on the annual review.

## EXHIBIT G

### Benefit Fund Improvements

#### 1. Mandatory Mail Order for Maintenance Prescription Drugs

This program requires active & retired members who use certain prescription drugs on a regular & long term basis to have those prescriptions filled, by mail, through the NBF pharmacy benefit manager, Advance PCS, Inc. This program will relieve some members of the need to constantly reorder the drug and to travel unnecessarily. It will help the NBF save resources by purchasing in bulk.

#### 2. Full Formulary Program

The mandatory full formulary program will be administered through the NBF by its Pharmacy Benefit Manager Advance PCS, Inc. Among the programs are the following:

- i) Preferred Class. This program works like the NBF's mandatory generic program. If a member chooses a preferred drug, they will have no out-of-pocket expense. If they choose a non-preferred drug, they must pay the difference in cost.
- ii) Class Closure. The Cox 2 class of drugs includes two drugs: Vioxx and Celebrex which most doctors consider equally effective. The NBF will cover only Vioxx. Again, if a member fills a prescription with Celebrex, the pharmacy will contact the doctor to change the prescription to Vioxx. If the member chooses Celebrex, the member is responsible for the full cost of the prescription.
- iii) Class Elimination. The NBF is no longer providing drug benefits in the non-sedating anti-histamine class. This includes Claritin, Allegra, and Zyrtec. Members have available effective over-the-counter drugs, e.g. chlortrimetron.
- iv) Drug Elimination. Migraine medications which are in excess of FDA guidelines for strength, quantity and duration are eliminated.

In the above programs, the first concern of the NBF is the members' health and welfare. The three programs have been carefully designed to maximize this result. The intervention of a doctor may allow very limited exceptions.

#### 3. Mandatory Medicare Risk HMO

A mandatory Medicare risk HMO for retirees (currently those in the Health First coverage area of Greater New York). The program will provide full hospital medical, drug, eyeglasses and a limited dental benefit. The effective date is April 1, 2002. The program will allow for hardship exemption. It is estimated that in the first year, twenty five percent of the retirees in the coverage area will remain with their current coverage.

The League and the Union will use their best efforts to add additional networks.

It is the intention of 1199 and the LVHH to maintain and improve the NBF's programs. These and other adjustments are needed to preserve the resources of the NBF to provide its comprehensive health coverage in the face of rising health care costs. The estimated savings from these three and other initiatives are approximately \$20 million in fiscal year 2003; \$24 million in fiscal year 2004; and \$28 million in fiscal year 2005.

## EXHIBIT H

May 21, 2002, as Amended May 7, 2015

Ms. Betty Hughley  
Executive Vice President  
1199SEIU, New York's Health and Human Services  
Employees Union  
310 West 43<sup>rd</sup> Street  
New York, NY 10036

Re: Implementation of sick leave incentive plan

Dear Betty,

This will confirm our agreement that the following represent examples of how the new sick leave implementation plan will be implemented:

Current employees have sick leave based on their date of hire and usage during their current leave year. On their next anniversary date, they will receive additional sick leave, again based on their date of hire. In order to qualify for the incentive payments, employees must have a current balance plus the new year's accrual equal to 30 days as of the first day of the leave year. Then, any employee who begins the leave year with 30 days and uses less than a total of four (4) days of combined sick leave, workers compensation and/or disability in the year commencing on the anniversary date will qualify for a payment.

- Example 1: an employee hired on July 1, 1977 has 5 days left in his sick leave "bank". On July 1, 2014, he will have an additional 20 days credited to his bank, for a total of 25 days. On July 1, 2015, he will have up to another 20 days (depending on sick leave use, if any, to a maximum of 60 days) credited. Assuming that the total on July 1, 2015 equals at least 30 days, he will be eligible for the incentive beginning in the 2015-16 leave year.
- Example 2: an employee hired on April 5, 1992 had 30 days in her sick leave bank on April 5, 2015, when her new leave year was credited. She is immediately eligible for the incentive in the 2015-16 leave year.

New employees will continue to accrue 12 days per year minus any sick leave used, until they have 30 days accrued as of the start of the leave year. Then, any employee who begins the leave year with 30 days and uses less than a total of four (4) days of combined sick leave, workers compensation and/or disability in the year commencing on the anniversary date will qualify for a payment.

Employees may receive incentive payments in every leave year during which they meet the requirements set forth above.

Sincerely,

David M. Cohen  
Assistant Vice President – Employee and Labor Relations

## EXHIBIT I

### 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 three months (measured as 520 hours in a rolling year) or the length of the leave being covered,<sup>1</sup> the following guidelines will be used to determine the person's status and entitlements:

<i>Retroactive to initial date of hire or assignment:</i>		CASUAL TEMPORARY EMPLOYEE	AGENCY TEMPORARY EMPLOYEE
IF THE DEPARTMENT DECIDES TO MAKE THE POSITION A REGULAR POSITION:	post position, apply, be interviewed, meet minimum qualifications, be selected	<u>YES</u>	<u>YES</u>
If hired into the same position on the Columbia payroll:			
Salary		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		Retroactive adjustment	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.)

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

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

---

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

**STIPULATION J**  
**COVERED JOB TITLES**  
Dining Services  
(Minimum Weekly Rates)

<b>EMPLOYEES HIRED PRIOR TO 1/1/1999</b>				
<b>Labor Grade</b>	<b>Job Title</b>	<b>Effective 6/6/2022</b>	<b>Effective 6/5/2023</b>	<b>Effective 6/3/2024</b>
		<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>
A	Porter (to 6/30/02)			
B02	Porter (eff. 7/1/02)	\$836.40	\$861.60	\$887.60
B02	Pantry Worker	\$836.40	\$861.60	\$887.60
B04	Retail Worker	\$862.00	\$888.00	\$914.80
C05	Storeroom Checker	\$874.00	\$900.40	\$927.60
C15	Short Order Cook	\$874.00	\$900.40	\$927.60
D07	Head Porter	\$926.40	\$954.00	\$982.80
D08	Head Pantry Worker	\$926.40	\$954.00	\$982.80
D09	Third Cook	\$926.40	\$954.00	\$982.80
D10	Head Coffee Bar Server (eff 2009)	\$926.40	\$954.00	\$982.80
D16	Catering Delivery Person	\$926.40	\$954.00	\$982.80
E09	Head Catering Delivery Person (eff 2009)	\$998.80	\$1,028.80	\$1,059.60
E10	Second Cook	\$998.80	\$1,028.80	\$1,059.60
E11	Head Service Worker	\$998.80	\$1,028.80	\$1,059.60
E12	Second Cook/Baker	\$1,046.00	\$1,077.20	\$1,109.60
E13	Head Retail Service Worker (eff 2009)	\$1,046.00	\$1,077.20	\$1,109.60
F13	First Cook	\$1,103.60	\$1,136.80	\$1,180.80
F14	First Cook/Baker	\$1,152.00	\$1,186.40	\$1,222.00

(1) In the event that the University decides to operate coffee bars

(2) Effective at the end of the Summer 2001 layoff



	<b>Effective 6/6/2022 – 3%</b>				
<b>Labor Grade</b>	<b>Job Title</b>	<b>Entry Rate</b>	<b>Second Year</b>	<b>Third Year</b>	<b>After 3 Years</b>
A	Porter (to 6/30/02)				
B02	Porter (eff. 7/1/02)	\$751.60	\$773.20	\$796.40	\$820.00
B02	Dining Room Attendant (eff 8/1/14)	\$751.60	\$773.20	\$796.40	\$820.00
B02	Pantry Worker	\$751.60	\$773.20	\$796.40	\$820.00
B04	Retail Worker	\$774.80	\$798.00	\$820.80	\$845.20
C05	Storeroom Checker	\$784.80	\$808.40	\$832.40	\$856.80
C15	Short Order Cook	\$784.80	\$808.40	\$832.40	\$856.80
D07	Head Porter	\$832.80	\$857.20	\$882.40	\$909.20
D08	Head Pantry Worker	\$832.80	\$857.20	\$882.40	\$909.20
D09	Third Cook	\$832.80	\$857.20	\$882.40	\$909.20
D10	Head Coffee Bar Server (eff 2009)	\$832.80	\$857.20	\$882.40	\$909.20
D16	Catering Delivery Person	\$832.80	\$857.20	\$882.40	\$909.20
E09	Head Catering Delivery Person (eff 2009)	\$896.80	\$923.60	\$951.60	\$979.60
E10	Second Cook	\$896.80	\$923.60	\$951.60	\$979.60
E11	Head Service Worker	\$896.80	\$923.60	\$951.60	\$979.60
E12	Second Cook/Baker	\$939.60	\$968.40	\$997.20	\$1,026.40
E13	Head Retail Service Worker (eff 2009)	\$939.60	\$968.40	\$997.20	\$1,026.40
F13	First Cook	\$992.00	\$1,021.20	\$1,052.00	\$1,082.80
F14	First Cook/Baker	\$1,034.00	\$1,065.60	\$1,097.20	\$1,129.61

	<b>Effective 6/5/2023 – 3%</b>				
<b>Labor Grade</b>	<b>Job Title</b>	<b>Entry Rate</b>	<b>Second Year</b>	<b>Third Year</b>	<b>After 3 Years</b>
A	Porter (to 6/30/02)				
B02	Porter (eff. 7/1/02)	\$774.00	\$796.40	\$820.40	\$844.80
B02	Dining Room Attendant (eff 8/1/14)	\$774.00	\$796.40	\$820.40	\$844.80
B02	Pantry Worker	\$774.00	\$796.40	\$820.40	\$844.80
B04	Retail Worker	\$798.00	\$822.00	\$845.60	\$870.40
C05	Storeroom Checker	\$808.40	\$832.80	\$857.20	\$882.40
C15	Short Order Cook	\$808.40	\$832.80	\$857.20	\$882.40
D07	Head Porter	\$857.60	\$882.80	\$908.80	\$936.40
D08	Head Pantry Worker	\$857.60	\$882.80	\$908.80	\$936.40
D09	Third Cook	\$857.60	\$882.80	\$908.80	\$936.40
D10	Head Coffee Bar Server (eff 2009)	\$857.60	\$882.80	\$908.80	\$936.40
D16	Catering Delivery Person	\$857.60	\$882.80	\$908.80	\$936.40
E09	Head Catering Delivery Person (eff 2009)	\$923.60	\$951.20	\$980.00	\$1,008.80
E10	Second Cook	\$923.60	\$951.20	\$980.00	\$1,008.80
E11	Head Service Worker	\$923.60	\$951.20	\$980.00	\$1,008.80
E12	Second Cook/Baker	\$967.60	\$997.60	\$1,027.20	\$1,057.20
E13	Head Retail Service Worker (eff 2009)	\$967.60	\$997.60	\$1,027.20	\$1,057.20
F13	First Cook	\$1,021.60	\$1,052.00	\$1,083.60	\$1,115.20
F14	First Cook/Baker	\$1,065.20	\$1,097.60	\$1,130.00	\$1,163.60

	<b>Effective 6/3/2024 – 3%</b>				
<b>Labor Grade</b>	<b>Job Title</b>	<b>Entry Rate</b>	<b>Second Year</b>	<b>Third Year</b>	<b>After 3 Years</b>
A	Porter (to 6/30/02)				
B02	Porter (eff. 7/1/02)	\$797.20	\$820.40	\$845.20	\$870.00
B02	Dining Room Attendant (eff 8/1/14)	\$797.20	\$820.40	\$845.20	\$870.00
B02	Pantry Worker	\$797.20	\$820.40	\$845.20	\$870.00
B04	Retail Worker	\$822.00	\$846.80	\$870.80	\$896.40
C05	Storeroom Checker	\$832.80	\$857.60	\$882.80	\$908.80
C15	Short Order Cook	\$832.80	\$857.60	\$882.80	\$908.80
D07	Head Porter	\$883.20	\$909.20	\$936.00	\$964.40
D08	Head Pantry Worker	\$883.20	\$909.20	\$936.00	\$964.40
D09	Third Cook	\$883.20	\$909.20	\$936.00	\$964.40
D10	Head Coffee Bar Server (eff 2009)	\$883.20	\$909.20	\$936.00	\$964.40
D16	Catering Delivery Person	\$883.20	\$909.20	\$936.00	\$964.40
E09	Head Catering Delivery Person (eff 2009)	\$951.20	\$979.60	\$1,009.60	\$1,039.20
E10	Second Cook	\$951.20	\$979.60	\$1,009.60	\$1,039.20
E11	Head Service Worker	\$951.20	\$979.60	\$1,009.60	\$1,039.20
E12	Second Cook/Baker	\$996.80	\$1,027.60	\$1,058.00	\$1,088.80
E13	Head Retail Service Worker (eff 2009)	\$996.80	\$1,027.60	\$1,058.00	\$1,088.80
F13	First Cook	\$1,052.40	\$1,083.60	\$1,116.00	\$1,148.80
F14	First Cook/Baker	\$1,1097.20	\$1,130.40	\$1,164.00	\$1,198.40

EXHIBIT I

**Juneteenth Side Letter**

August 24, 2022

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

**Re: Letter Agreement on Juneteenth**

Dear Ms. Alleyne:

This sets forth our agreement regarding celebration of the Juneteenth holiday.

As discussed during the negotiations, 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 represented employees. 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