

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

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

**AND**

**LOCAL 2110  
INTERNATIONAL UNION, UAW/AFL-CIO  
TECHNICAL, OFFICE AND PROFESSIONAL WORKERS**

**FEBRUARY 1, 2019 THRU JANUARY 31, 2022**

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This AGREEMENT is made and entered into by and between the Trustees of COLUMBIA UNIVERSITY in the City of New York (hereinafter called the "University") and LOCAL 2110, INTERNATIONAL UNION, UAW (hereinafter called the "Union"), acting herein on behalf of the Employees of the University, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

WITNESSETH:

WHEREAS, Columbia University recognizes the Union aforesaid as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties DO HEREBY AGREE AS FOLLOWS:

**ARTICLE 1**  
**RECOGNITION**

A. The University recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 2-RC-19005.

B. Confidential Employees, Columbia University student Employees (including Teachers College and Barnard College) and temporary Employees are excluded from the unit.

C. A temporary Employee is one who is hired for a period of up to four (4) months and who is so informed at the time of hire and who is hired for a special project or to replace an Employee on leave of absence or vacation or to fill a job vacancy in the bargaining unit while an active search is being made for a regular replacement. The said four (4) month period may be extended for the length of a leave of absence. If a temporary full-time Employee is selected to fill a vacancy within the bargaining unit, or if the temporary position becomes a permanent position, the Employee will be included in the bargaining unit. In such cases, the immediate previous period of temporary employment shall be credited toward benefits under this Agreement; it being understood, however, that such period shall not result in any retroactive coverage or in any retroactive contributions to any benefit plan. SEE Appendix D.

D. The University agrees to notify the Union of temporary employees who have been on the payroll of the University for sixty (60) days. The notice shall include name, date of hire, replacing who or for what purpose and department.

Departments will notify the Office of Employee and Labor Relations whenever a temporary or casual employee has been employed longer than 60 days in a position which

otherwise would be covered by the collective bargaining agreement, and that Office will notify the Union.

- E. (1) The parties agree to establish a joint labor/management committee consisting of three representatives from each side.

The committee shall meet at least quarterly. The University agrees to notify the Union of positions that fall into the following categories:

- a. Situations where a bargaining unit position is upgraded or reclassified to a position outside the bargaining unit; and
- b. Situations where a bargaining unit position is eliminated or significantly altered (through reorganization or for any other reason) and replaced by a newly created or existing position outside the bargaining unit.
- c. Any newly-created officer position below grade 13.

- (2) The Committee shall discuss the positions identified above to determine whether the position is appropriately excluded or included in the bargaining unit.

- a. The University agrees to cooperate fully with the Union in providing relevant information in order to meaningfully review the positions. Such information will be provided in a timely fashion. **The University will provide the Union with a listing of positions that fall within the above three (3) categories. Within thirty (30) working days of receipt of the listing, the Union shall provide the University with a list of the position(s) the Union would like to discuss at the committee meeting, along with the basis of the Union's objection.**

- b. Disputes which cannot be resolved by the joint labor/management committee shall be arbitrated by the **Special Master/Arbitrator. If the committee is unable to agree to whether a position is appropriately excluded or included in the bargaining unit, the Union must file for arbitration with the Special Master/Arbitrator within fifteen (15) working days of the conclusion of the committee meeting.**

- c. **The costs of the arbitration shall be born equally by both parties, for positions submitted to facilitation and/or arbitration on or after June 3, 2019.** Like cases and/or cases from the same department, school or division may be consolidated by mutual agreement.

- (3) **The parties will appoint Bonnie Weinstock to act as a Special Master/Arbitrator to arbitrate the positions filed under Article 1E.**

- a. **The Special Master/Arbitrator will determine whether the position in dispute is exempt under the federal Fair Labor Standards Act, 29 CFR 541.100, 29**

**CFR 541.200, 29 CFR 541.300, as may be amended, and any regulations/case law interpreting or enforcing the FLSA, see Appendix F.**

- b. The Special Master/Arbitrator will have the authority to determine whether the disputed position is an exempt position and properly excluded from the bargaining unit or a non-exempt position and properly included in the bargaining unit and in accord with Article 1 (A).**

**\*\*It is understood between the parties that Bonnie Weinstock will act as the Special Master/Arbitrator for all positions filed under Article 1E, except for those cases that have been scheduled for arbitration prior to April 30, 2019; in those matters, Jay Nadelbach will act as Arbitrator.**

The 1986 Side Letter shall survive for whatever value it has. [See Appendix A.] All cases arising on or before September 30, 2003, are settled in accordance with the side letter on page 68.

F. The University will provide new employees with information packets at time of hire. The packets will be provided by the Union, and will include copies of the collective bargaining agreement and union membership cards. The University will notify the Union monthly of the names of employees who received the packets.

G. The Union will not be required to pay rent for use of the premises located at 430 West 119th Street.

## **ARTICLE 2** **UNION SECURITY**

All Employees covered by this Agreement who have previously joined and are members of the Union on the date of the ratification of the Agreement by the Union, or who become members thereafter, shall maintain their membership in the Union for the duration of the Agreement as a condition of continued employment.

All Employees who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning not later than thirty-one (31) days after commencement of their employment, or after the ratification of this Agreement, whichever is later, a service charge as a contribution toward the cost of administration of this Agreement and the representation of such Employees. The amount of such service charges shall be equivalent to the amounts uniformly required to be paid as dues and initiation fee by those Employees who choose to become members of the Union.

For purposes of this Article, an Employee shall be considered a member of the Union if he/she tenders his/her initiation fee and periodic dues uniformly required as a condition of membership.

An Employee who has failed to maintain membership or to tender service charges as required by this Article shall, within thirty (30) 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.

The Union agrees that it will indemnify and hold the University harmless from any recovery of damages sustained by reason of any action taken under this Article.

Upon written notice from the Union, the University will deduct all Union membership dues (or service charges) as provided for in the authorization form set forth below, upon condition that at the time of such notice, the Union shall furnish the University with a written authorization executed by the Employee in the following form:

"I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union on notice from the Union such amounts including initiation fees and assessments (if any owing by me) as my membership dues in said Union (or service charges) as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner."

The University will notify the Union promptly of any revocation of such authorization received by it.

The University shall provide the Union with a weekly list of new hires. The University will continue to supply the Union with notice of leaves, weekly hires (new hires, promotions, lateral transfers and recalls) and terminations.

The University shall provide new hires with an introductory letter signed by the Union per Exhibit C.

The University agrees to discuss with Local 2110 issues of concern regarding the role of the union in the expanded campus.

The University will continue to abide by the existing Recognition and Security Clauses.



**ARTICLE 3**  
**UNIVERSITY RIGHTS**

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

**ARTICLE 4**  
**NO STRIKE NO LOCKOUT**

Each of the parties acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Union, its officers and representatives at all levels, and all Employees, are bound to observe the provisions of this Agreement.

The University, and its representatives at all levels, are bound to observe the provisions of this Agreement.

During the life of this Agreement, the Union will not cause, or cause the Employees represented by it to cause, nor will any such Employee take part in any strike, slowdown, work stoppage, or any other concerted interference with the University's work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity and no Employee shall participate in any such activity.

Should any Employee or Employees take part in any strike or other activities contrary to the terms of this provision, the University shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the Employee or Employees concerned immediately returned to work in the case of a strike or to cease any other activity prohibited by this Article:

- 1) Publicly disavow such action by the Employees.
- 2) Advise the University in writing that such action by Employees has not been called or sanctioned by the Union.
- 3) Notify Employees of its disapproval of action and instruct such Employees to cease such action and to return to work immediately.
- 4) Post notices at Union bulletin boards advising that it disapproves such action and instructing Employees to return to work immediately.

The University agrees there shall be no lockout of any kind whatsoever during the life of this Agreement.

Any Employee or Employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the University's work in violation of this Agreement, will be subject to disciplinary action up to and including discharge.

## **ARTICLE 5**

### **GRIEVANCE AND ARBITRATION**

A. The following procedures should not be construed, in any way, to limit informal discussions between any Employee and representatives of the University which may be utilized, as in the past, for the purpose of resolving disagreements.

B. Unless otherwise specified in this Agreement, a grievance is a dispute between a bargaining unit Employee and the University, or the Union and the University, over the application or interpretation of the provisions of this Agreement or an alleged violation of it.

Step 1. Before filing a grievance, the aggrieved Employee and/or the Union Steward will present it to the immediate supervisor promptly after the occurrence of the alleged violation, misinterpretation or misapplication, and will try to resolve the grievance without formal proceedings.

Where the employer representative designated at Step 1 agrees that he or she lacks authority to settle the grievance, or where the Department determines that the employer representative designated for Step 1 and Step 2 is the same person, the Union may initially present the grievance at Step 2.

C. Grievances which are not settled with the immediate supervisor which the Union elects to submit formally will be processed as follows:

Step 2. The Union must present the grievance in writing with the provisions alleged to be violated to the Department Head not later than five (5) working days after the conclusion of Step 1 and in no event later than twenty (20) working days after the occurrence of the alleged violation, misinterpretation or misapplication.

The grievance will be discussed at a conference between the Union Steward or a member of the Union Grievance Committee, the aggrieved Employee and the Department Head or his/her designated representative. It will be held within five (5) working days after the grievance was submitted and the Department Head or his/her representative will respond in writing to the Steward and the Union within five (5) working days of the conference with a copy to the Employee.

D. If the grievance is not resolved at Step 2 and the Department's response is to be appealed, the Union will process the grievance to Step 3 by submitting, within seven (7) working days of the receipt of the Department's response, a written request to the Director of Employee Relations for a Step 3 conference.

Step 3. The aggrieved Employee, Union Steward or Grievance Committee Member, and Union representative shall meet with a designated representative of the Employee Relations Office within ten (10) working days of the receipt of the Step 3 grievance, to discuss the written grievance. Within ten (10) working days of the meeting, the Employee Relations representative will respond in writing to the Steward and the Union, with a copy to the Employee.

If the union so requests within seven (7) days of the notice period referenced in Article 12 E (Layoff) the University will hold the Step 3 no less than ten (10) days prior to expiration for a Step 3 grievance. Included in the grievance meetings will be a discussion of ways to avert the layoffs. Nothing herein shall be interpreted as a waiver of any existing contractual rights with respect to filing Step 3 grievances pertaining to layoffs.

E. The Union may pursue a grievance not resolved in Step 3 to arbitration if within fifteen (15) working days of the Step 3 response the grievance is submitted to a panel of three arbitrators selected by agreement between the University and the Union, with a copy of the submission to the University.

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

The panel will hear:

- a. all discipline cases
- b. all other cases.

The members of the panel will be:

Richard Adelman  
Howard Edelman  
Susan MacKenzie  
**Jay Nadelbach**

F. Failure on the part of the University to answer a grievance within the time limits provided for in any step shall allow the Union to proceed to the next step. 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. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

G. The arbitrator shall not be empowered to add to, subtract from or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on all parties. The costs of the arbitration shall be borne equally by both parties.

H. The parties agree that the maintenance of a peaceable and constructive relationship between them requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if, except as provided for herein, individual employees or groups of employees would, either as such individuals or groups, seek to interpret or enforce the contract

on their own initiative or responsibility. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an award.

I. Grievances related to layoff shall be filed at Step 3, **within twenty (20) working days of notice of layoff.**

J. Expedited arbitration for discharges and layoffs shall be instituted.

K. [Deleted.]

L. The parties may agree not to use outside counsel in any arbitration involving discipline.

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

## **ARTICLE 6** **WAGES**

**A. 2/4/19: Three percent (3%) wage rate increase. Employees on payroll as of 2/4/19 are eligible for the wage increase.**

**2/3/20: Three percent (3%) wage rate increase. Employees on payroll as of 2/3/20 are eligible for the wage increase.**

**2/1/21: Three percent (3%) wage rate increase. Employees on payroll as of 2/1/21 are eligible for the wage increase.**

B. The base wage rate increases will apply to the salary schedule.

C. The University will continue the existing shift differential in effect.

D. Longevity (effective 1/1/16)

Employees with 10 or more years of service: \$250 increase to base.

Employees with 15 or more years of service: an additional \$175 increase for a total of \$425.

Employees with 20 or more years of service: an additional \$175 increase for a total of \$600.

Employees with 25 or more years of service: an additional \$175 increase for a total of \$775.

Employees with 30 or more years of service: an additional \$175 increase for a total of \$950.

E. MINIMUMS

The University will add a step to the minimums for Employees with ninety (90) or more months in the grade.

<b>1. EMPLOYEES HIRED PRIOR TO APRIL 1, 2004:</b>							
<b>2/4/19 - 2/2/20</b>	<b>Grade</b>	<b>Less than 18 months in grade</b>	<b>18 - 36 months in grade</b>	<b>37 – 53 months in grade</b>	<b>54 - 72 months in grade</b>	<b>73 - 89 months in grade</b>	<b>90 or more months in grade</b>
<b>3% increase</b>	<b>5</b>	<b>\$42,090</b>	<b>\$43,683</b>	<b>\$45,343</b>	<b>\$47,067</b>	<b>\$48,860</b>	<b>\$50,326</b>
	<b>6</b>	<b>\$43,877</b>	<b>\$45,545</b>	<b>\$47,276</b>	<b>\$49,077</b>	<b>\$50,952</b>	<b>\$52,481</b>
	<b>7</b>	<b>\$45,889</b>	<b>\$47,635</b>	<b>\$49,451</b>	<b>\$51,341</b>	<b>\$53,306</b>	<b>\$54,905</b>
	<b>8</b>	<b>\$48,644</b>	<b>\$50,501</b>	<b>\$52,432</b>	<b>\$54,439</b>	<b>\$56,528</b>	<b>\$58,224</b>
	<b>9</b>	<b>\$51,005</b>	<b>\$52,954</b>	<b>\$54,984</b>	<b>\$57,096</b>	<b>\$59,290</b>	<b>\$61,069</b>
	<b>9a</b>	<b>\$52,957</b>	<b>\$54,987</b>	<b>\$57,097</b>	<b>\$59,291</b>	<b>\$61,575</b>	<b>\$63,422</b>
<b>Eff. 6/3/19</b>	<b>9b</b>	<b>\$55,075</b>	<b>\$57,186</b>	<b>\$59,381</b>	<b>\$61,663</b>	<b>\$64,038</b>	<b>\$65,959</b>
<b>2/3/20 - 1/31/21</b>							
<b>2/3/20 - 1/31/21</b>	<b>Grade</b>	<b>Less than 18 months in grade</b>	<b>18 - 36 months in grade</b>	<b>37- 53 months in grade</b>	<b>54 - 72 months in grade</b>	<b>73 - 89 months in grade</b>	<b>90 or more months in grade</b>
<b>3% increase</b>	<b>5</b>	<b>\$43,353</b>	<b>\$44,993</b>	<b>\$46,703</b>	<b>\$48,479</b>	<b>\$50,326</b>	<b>\$51,836</b>
	<b>6</b>	<b>\$45,193</b>	<b>\$46,911</b>	<b>\$48,694</b>	<b>\$50,549</b>	<b>\$52,481</b>	<b>\$54,055</b>
	<b>7</b>	<b>\$47,266</b>	<b>\$49,064</b>	<b>\$50,935</b>	<b>\$52,881</b>	<b>\$54,905</b>	<b>\$56,552</b>
	<b>8</b>	<b>\$50,103</b>	<b>\$52,016</b>	<b>\$54,005</b>	<b>\$56,072</b>	<b>\$58,224</b>	<b>\$59,971</b>
	<b>9</b>	<b>\$52,534</b>	<b>\$54,543</b>	<b>\$56,634</b>	<b>\$58,809</b>	<b>\$61,069</b>	<b>\$62,901</b>
	<b>9a</b>	<b>\$54,546</b>	<b>\$56,637</b>	<b>\$58,810</b>	<b>\$61,070</b>	<b>\$63,422</b>	<b>\$65,325</b>
	<b>9b</b>	<b>\$56,727</b>	<b>\$58,902</b>	<b>\$61,162</b>	<b>\$63,513</b>	<b>\$65,959</b>	<b>\$67,938</b>
<b>2/1/21 - 1/31/22</b>							
<b>2/1/21 - 1/31/22</b>	<b>Grade</b>	<b>Less than 18 months in grade</b>	<b>18 - 36 months in grade</b>	<b>37 – 53 months in grade</b>	<b>54 - 72 months in grade</b>	<b>73 - 89 months in grade</b>	<b>90 or more months in grade</b>
<b>3% increase</b>	<b>5</b>	<b>\$44,654</b>	<b>\$46,343</b>	<b>\$48,104</b>	<b>\$49,933</b>	<b>\$51,836</b>	<b>\$53,391</b>
	<b>6</b>	<b>\$46,549</b>	<b>\$48,318</b>	<b>\$50,155</b>	<b>\$52,065</b>	<b>\$54,055</b>	<b>\$55,677</b>
	<b>7</b>	<b>\$48,684</b>	<b>\$50,536</b>	<b>\$52,463</b>	<b>\$54,467</b>	<b>\$56,552</b>	<b>\$58,249</b>
	<b>8</b>	<b>\$51,606</b>	<b>\$53,576</b>	<b>\$55,625</b>	<b>\$57,754</b>	<b>\$59,971</b>	<b>\$61,770</b>
	<b>9</b>	<b>\$54,111</b>	<b>\$56,179</b>	<b>\$58,333</b>	<b>\$60,573</b>	<b>\$62,901</b>	<b>\$64,788</b>
	<b>9a</b>	<b>\$56,182</b>	<b>\$58,336</b>	<b>\$60,574</b>	<b>\$62,902</b>	<b>\$65,325</b>	<b>\$67,285</b>
	<b>9b</b>	<b>\$58,429</b>	<b>\$60,669</b>	<b>\$62,997</b>	<b>\$65,418</b>	<b>\$67,938</b>	<b>\$69,976</b>

<b>2. EMPLOYEES HIRED ON OR AFTER APRIL 1, 2004:</b>							
<b>2/4/19 - 2/2/20</b>	<b>Grade</b>	<b>Less than 18 months in grade</b>	<b>18 - 36 months in grade</b>	<b>37 - 53 months in grade</b>	<b>54 - 72 months in grade</b>	<b>73 - 89 months in grade</b>	<b>90 or more months in grade</b>
<b>3% increase</b>	<b>5</b>	<b>\$40,928</b>	<b>\$42,475</b>	<b>\$44,086</b>	<b>\$45,762</b>	<b>\$47,503</b>	<b>\$48,928</b>
	<b>6</b>	<b>\$42,663</b>	<b>\$44,283</b>	<b>\$45,965</b>	<b>\$47,714</b>	<b>\$49,533</b>	<b>\$51,019</b>
	<b>7</b>	<b>\$44,617</b>	<b>\$46,314</b>	<b>\$48,076</b>	<b>\$49,911</b>	<b>\$51,817</b>	<b>\$53,372</b>
	<b>8</b>	<b>\$47,291</b>	<b>\$49,096</b>	<b>\$50,970</b>	<b>\$52,918</b>	<b>\$54,946</b>	<b>\$56,594</b>
	<b>9</b>	<b>\$49,583</b>	<b>\$51,476</b>	<b>\$53,448</b>	<b>\$55,497</b>	<b>\$57,627</b>	<b>\$59,356</b>
	<b>9a</b>	<b>\$51,480</b>	<b>\$53,449</b>	<b>\$55,498</b>	<b>\$57,629</b>	<b>\$59,846</b>	<b>\$61,641</b>
<b>Eff. 6/3/19</b>	<b>9b</b>	<b>\$53,539</b>	<b>\$55,587</b>	<b>\$57,718</b>	<b>\$59,934</b>	<b>\$62,240</b>	<b>\$64,107</b>
<b>2/3/20 - 1/31/21</b>	<b>Grade</b>	<b>Less than 18 months in grade</b>	<b>18 - 36 months in grade</b>	<b>37 - 53 months in grade</b>	<b>54 - 72 months in grade</b>	<b>73 - 89 months in grade</b>	<b>90 or more months in grade</b>
<b>3% increase</b>	<b>5</b>	<b>\$42,156</b>	<b>\$43,749</b>	<b>\$45,409</b>	<b>\$47,135</b>	<b>\$48,928</b>	<b>\$50,396</b>
	<b>6</b>	<b>\$43,943</b>	<b>\$45,611</b>	<b>\$47,344</b>	<b>\$49,145</b>	<b>\$51,019</b>	<b>\$52,550</b>
	<b>7</b>	<b>\$45,956</b>	<b>\$47,703</b>	<b>\$49,518</b>	<b>\$51,408</b>	<b>\$53,372</b>	<b>\$54,973</b>
	<b>8</b>	<b>\$48,710</b>	<b>\$50,569</b>	<b>\$52,499</b>	<b>\$54,506</b>	<b>\$56,594</b>	<b>\$58,392</b>
	<b>9</b>	<b>\$51,070</b>	<b>\$53,020</b>	<b>\$55,051</b>	<b>\$57,162</b>	<b>\$59,356</b>	<b>\$61,137</b>
	<b>9a</b>	<b>\$53,024</b>	<b>\$55,052</b>	<b>\$57,163</b>	<b>\$59,358</b>	<b>\$61,641</b>	<b>\$63,490</b>
	<b>9b</b>	<b>\$55,145</b>	<b>\$57,254</b>	<b>\$59,450</b>	<b>\$61,732</b>	<b>\$64,107</b>	<b>\$66,030</b>
<b>2/1/21 - 1/31/22</b>	<b>Grade</b>	<b>Less than 18 months in grade</b>	<b>18 - 36 months in grade</b>	<b>37 - 53 months in grade</b>	<b>54 - 72 months in grade</b>	<b>73 - 89 months in grade</b>	<b>90 or more months in grade</b>
<b>3% increase</b>	<b>5</b>	<b>\$43,421</b>	<b>\$45,061</b>	<b>\$46,771</b>	<b>\$48,549</b>	<b>\$50,396</b>	<b>\$51,908</b>
	<b>6</b>	<b>\$45,261</b>	<b>\$46,979</b>	<b>\$48,764</b>	<b>\$50,619</b>	<b>\$52,550</b>	<b>\$54,127</b>
	<b>7</b>	<b>\$47,335</b>	<b>\$49,134</b>	<b>\$51,004</b>	<b>\$52,950</b>	<b>\$54,973</b>	<b>\$56,622</b>
	<b>8</b>	<b>\$50,171</b>	<b>\$52,086</b>	<b>\$54,074</b>	<b>\$56,141</b>	<b>\$58,292</b>	<b>\$60,144</b>
	<b>9</b>	<b>\$52,602</b>	<b>\$54,611</b>	<b>\$56,703</b>	<b>\$58,877</b>	<b>\$61,137</b>	<b>\$62,971</b>
	<b>9a</b>	<b>\$54,615</b>	<b>\$56,704</b>	<b>\$58,878</b>	<b>\$61,139</b>	<b>\$63,490</b>	<b>\$65,395</b>
	<b>9b</b>	<b>\$56,800</b>	<b>\$58,972</b>	<b>\$61,233</b>	<b>\$63,585</b>	<b>\$66,030</b>	<b>\$68,010</b>

**ARTICLE 7**  
**RESIGNATION**

An Employee who resigns shall give the University two (2) weeks advance notice.

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 8**  
**PERSONAL WORK**

No Employee shall be required to perform a service for the benefit of his/her supervisor or any other Employee that is entirely personal in nature. Examples of services that are entirely personal in nature are serving coffee and running personal errands.

**ARTICLE 9**  
**UNION ACTIVITY, VISITATION & BULLETIN BOARDS**

A representative of the Union shall have reasonable access to the appropriate University offices for the purpose of conferring with its stewards and/or Employees covered by this Agreement, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter upon the University's premises for this purpose, the representative shall advise the Director of Employee Relations and the head of the office or their respective designees, as the University shall state. Such visits shall not interfere with the operation of the department or office.

No Employee shall engage in any Union activities, including the distribution of literature, which interferes with the performance of work.

The University shall provide bulletin boards in reasonably accessible places for Union notices. No notices which are derogatory to the University shall be posted.

Up to 10 unit officers shall have a maximum of one hour per week without loss of pay in which to handle active grievances.

Each steward (approximately 28) shall be allowed a maximum of two hours per month without loss of pay in which to attend union meetings.

Each steward and three (3) unit officers shall be granted two (2) hours off with pay three (3) times per year to attend Union meetings. If in any month the Union does not hold a stewards' meeting, then the unused meeting time can be banked. Up to three (3) unused stewards'

meetings may be banked. The union may conduct a maximum of fifteen (15) steward meetings in any calendar year, with a limit of two (2) meetings in any calendar month.

The Union shall submit a current list of Union Stewards and Unit Officers to the University every six (6) months.

When a new employee is hired, the appropriate unit officer or steward in that area shall be allowed fifteen (15) minutes without loss of pay to discuss union matters with such employee.

The University will provide a list of new employees who have signed up in advance for scheduled orientation sessions. Representatives of Local 2110 will be provided space and an opportunity to meet with new members following each orientation session.

The Union shall be entitled to conduct three (3) general membership meetings per year for up to one (1) hour each without loss of pay for employees, on dates agreed-upon by the Union and the University. Meetings shall be scheduled from **9 am to 10 am or from 4 pm to 5 pm**. The University will permit employees at locations not on or immediately adjacent to the Morningside Campus to be released at **8:30 am or at 3:30 p.m.** in order to attend the meetings.

The Union may bank one (1) meeting per year, to a maximum of three (3) during the term of the agreement, with a limit of four (4) meetings in any calendar year.

## **ARTICLE 10** **NON-DISCRIMINATION**

Neither the University nor the Union shall discriminate on the basis of race, color, religion, national or ethnic origin, sex, age, creed, disability, handicap, marital status, citizenship status, Vietnam Era or disabled veteran status, sexual orientation, gender identity and expression, or for union activities or union status.

## **ARTICLE 11** **PROBATIONARY EMPLOYEES**

**A. Newly-hired Employees in Grades 9, 9a, and 9b shall be considered probationary for a period of one hundred and twenty (120) days from the date of employment. The University may extend this period for an additional sixty (60) days provided it notifies the Union, the steward, and the employee in advance, in writing, stating the reasons therefor. Newly-hired Employees in Grades 5, 6, 7, and 8 shall be considered probationary for a period of one hundred and twenty (120) days from the date of employment.**

**B. During his or her probationary period, an Employee may be terminated by the University without recourse to the grievance or arbitration provisions of this Agreement.**

**C. Probationary Employees shall not be deprived of the benefits set forth in the contract except as provided in (B) above because of an extension of their probationary period.**



D. Date of hire shall be included in notice of termination or extension of a probationary employee.

## **ARTICLE 12** **SENIORITY**

### A. Definition

(1) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity for the University, except as provided under the section on Accrual below.

(2) Departmental seniority is defined as the length of time an Employee has been employed within a department, regardless of job title or grade.

(3) Classification seniority is defined as the length of time an Employee has worked in a specific job classification within a grade and within a department, except that when a job is upgraded the person holding it will retain his/her classification seniority.

### B. Accrual

(1) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire (except as provided in B (3)).

(2) Seniority shall accrue during a continuous authorized leave of absence provided that the employee returns to work immediately following the expiration of such leave of absence; during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment, if the employee is recalled into employment; and during a sick leave of up to twelve (12) months.

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

(4) Temporary Employees as defined in Article 1 (Recognition) shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, then his/her seniority shall be retroactive to the last date of continuous employment, except as otherwise provided in Section D (4) hereof. If a temporary employee becomes a permanent employee in the same job that he or she held while a temporary employee, he or she will not have to serve a probationary period in that job as a permanent employee if he or she had held it for four or more months as a temporary employee.

C. Break In Seniority

An Employee's seniority shall be lost when he/she is terminated voluntarily (except as provided in paragraph B(3)), discharged for cause, 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, exceeds an authorized leave of absence, or fails to respond within five (5) days exclusive of Saturdays, Sundays and holidays to an offer of work sent by registered mail, return receipt requested. A copy of that offer will be mailed to the Union.

D. Application

(1) Bargaining Unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement, and in layoffs, transfers, promotions and recalls as herein provided.

(2) Departmental seniority shall apply in promotions and transfers as herein provided.

(3) Classification seniority shall apply in layoffs and recalls except when otherwise provided herein.

Jobs within the same grade and department and entailing the same or substantially equivalent duties shall be deemed to be in the same classification.

(4) Employees specifically covered by this Agreement, as set forth in Article 1, whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purpose of layoff, be considered to have classification seniority which may be exercised only within the project or grant to which assigned. Such Employees shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that the Employees retained or recalled have the skill, ability, work record and experience to do the work.

E. Layoff

(1) The University will continue to make reasonable efforts to avert layoffs of bargaining unit employees.

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

(3) In the event a position is eliminated and the affected employee is not the least senior employee in his/her classification, such employee will be assigned to the position held by the least senior employee in the same classification and department, provided

he/she has the skill and ability, work record and experience to perform the duties of the job, and the least senior employee shall be laid off.

(4) In the event that an employee is scheduled to be laid off from a position in a department and there exists a vacant position in that department for which the employee is qualified on the basis of skill, ability, work record and experience, then he/she may elect to fill that vacancy in lieu of being laid off.

Where two or more employees are scheduled to be laid off from a department and are qualified for a vacant position in that department, the vacancy will be offered first to the employee with the most bargaining unit seniority.

(5) In the event that an employee with four or more years of bargaining unit seniority is scheduled to be laid off from one department and there exists a vacant position in another department for which the employee is qualified on the basis of skill, ability, work record and experience, then he/she may elect to fill that vacancy in lieu of being laid off. Where two or more employees are scheduled to be laid off and are qualified for the vacant position, the vacancy will be offered first to the employee with the most bargaining unit seniority.

(6) In the event that an employee with less bargaining unit seniority than specified in paragraph 4 above is scheduled to be laid off in one department and there exists a vacant position in another department for which the employee is qualified on the basis of skill, ability, work record and experience, then he/she will be considered for the vacant position before other candidates. When two or more employees are scheduled to be laid off who are qualified, first consideration will be given to the one with the most bargaining unit seniority.

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

(8) In all of the above cases, the employee who is assigned to a new position shall serve a **ninety (90) day probationary period**. If he/she is removed from the new position during the probationary period, he/she shall be laid off.

(9) The University will provide at minimum a total of thirty (30) days' notice of layoff or an equivalent period of time in the Casual and Temporary Program outlined in Article 41.

(10) When a cashier is temporarily laid off, and given a definite date of return to work and is denied Unemployment Compensation Benefits solely because of the Amendment effective July 20, 1983 to Section 590.11 of the Labor Law, the University will pay such employee the **weekly sum of \$220** beginning with the second week of unemployment and 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. 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.

Part-time cashiers on temporary layoff shall receive payments on a pro-rata basis.

Full-time and part-time cashiers on temporary layoff shall continue to receive the medical benefits they received while employed.

In the event that the layoff allowance for other dining services employees represented by Local 1199 is increased during the term of this agreement, cashiers represented by Local 2110 will receive the same increase.

The Department will make every effort to assess its summer staffing needs prior to the end of the spring semester. Based on operational needs, Cashiers will be retained during the summer months in order of their seniority within their location. Replacement or additional Cashiers, as needed, will be recalled in the same seniority order. If there is no Cashier from within the location who is available to work, Cashiers scheduled to be laid off or on layoff from other locations will be recalled in order of their seniority prior to the University hiring a temporary employee or outside applicant, except in an emergency situation.

(10) The University shall maintain a current layoff listing which shall be sent to the Union monthly.

(11) An Employee who obtains a position in the same grade pursuant to this Article 12 (E) shall receive no less than his/her prior salary plus any intervening wage increases.

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

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

F. Recall

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

and if there are employees on layoff who have four or more years of bargaining unit seniority, then the laid-off Employee with the most bargaining unit seniority will be recalled to the vacant position if he/she has the skill, ability, work record and experience to be qualified to do the work and, if not, the next qualified senior Employee with four or more years of bargaining unit seniority will be recalled and so on. Consideration of laid-off employees with less than the specified seniority for vacant positions will be governed by paragraph E (5) above.

(2) An employee who is recalled and assigned to a new position shall serve a **ninety (90) day probationary period**. If returned to layoff status during the probationary period, the period of active employment shall not be deemed to be time on layoff for recall purposes.

(3) Probationary employees who have been laid-off have no recall privileges.

(4) It shall be the responsibility of each employee to keep the University informed of his/her current home address.

(5) Laid-off employees shall be interviewed for vacancies prior to other candidates whenever possible.

(6) An employee on layoff who is not offered recall to a vacant position for which he/she applied shall receive notification in writing.

(7) Human Resources shall send a cover letter concerning contractual obligations for laid-off employees per attached Exhibit A.

(8) An employee who obtains a position in the same grade pursuant to this Article 12 (F) shall receive no less than his/her prior salary plus any intervening wage increases.

(9) Grievances with respect to failure to hire an employee in the layoff pool may be filed at Step 3 of the Grievance Procedure. Timely grievances involving multiple positions applicable to a single employee will be consolidated for handling.

#### G. Promotions and Lateral Transfers

(1) Whenever a vacancy occurs in a department, the vacancy shall be posted (together with department and grade) for five (5) days. Preference for such vacancy shall be given to the employee within the department, who bids for the position (except where a laid off employee has recall rights), taking into account an employee's work record, experience, skill and ability to perform the required duties, and Affirmative Action considerations. Departmental seniority shall prevail where employees are equal based on the aforementioned factors. If the position cannot be filled from within the department, the same procedure shall be followed for filling the position from outside the department, except where such qualifications are equal, bargaining unit seniority shall prevail.

(2) When a lateral transfer is applied for, such applications shall be considered after applications of those seeking promotions except that employees who have more than one year in their current position and who apply for a lateral transfer, shall receive the same preference as those seeking a promotion.

(3) An employee who is promoted or transferred to a different position shall serve a **ninety (90) day probationary period** in the new position. If she/he is removed from the new position during the probationary period, he/she shall be returned to his/her former position or to an equivalent one without loss of seniority.

(4) An employee must complete a minimum of six (6) months of continuous employment in the bargaining unit in his/her position before requesting a lateral transfer or promotion. If, however, no one with six months or more of continuous employment applies, the University will consider employees who have completed their probationary periods but have less than six months of continuous employment before hiring from outside.

(5) The University will continue to provide promotional increases as heretofore.

(6) The Union will be provided upon request with seniority sign-ups and interview dates of applicants for vacant positions.

(7) An Employee who is not selected for a transfer or promotion opportunity for which he/she applied shall receive notification in writing.

(8) Vacancies shall be re-posted if not filled within 90 days of the initial posting.

(9) Vacant positions will be posted at the maximum rate which the department expects to pay for such position. The University will re-post at the higher rate before hiring an outside applicant at a rate higher than the maximum rate originally posted.

(10) Postings will state that the positions are Local 2110 U.A.W.

(11) The Personnel Office shall send a cover letter concerning contractual obligations for transfers or promotions per attached Appendix A.

#### H. Temporary Transfers

When an employee is temporarily transferred to a job classification higher than his/her regular classification for a continuous period of more than five (5) work days, he/she shall receive the minimum rate of the higher classification, or five percent (5%) above his/her regular rate, whichever is higher, for hours worked in the higher classification beginning with the first day of the temporary transfer.

**ARTICLE 13**  
**SEVERANCE PAY**

A regular supporting staff employee with twelve months of completed service is entitled to a layoff allowance of one week's basic pay for each completed year of full-time service. Full-time employees reduced to part-time will receive a pro-rata severance amount. It is expected that the employee will be entitled to a minimum of two weeks layoff allowance regardless of the years of completed full-time service. Payment of the layoff allowance shall be in the form of a lump sum payment, less applicable tax deductions, and payable on the last day worked. If the employee is recalled and reinstated in a University position, the employee shall return to the University that portion of the layoff allowance not covered by the weeks spent in the layoff pool. (For example: An employee was given a layoff allowance based upon twenty weeks. The employee was recalled and reinstated after spending nine weeks in the layoff pool. The employee must return eleven weeks layoff allowance to the University.) Part-time employees should return a pro-rated amount. (Example: a 20-year full-time employee is reduced to a half-time position. Employee receives severance of 10 weeks and is reinstated to a full-time position in four weeks. The employee must return 8 weeks of severance pay). Should a supporting staff employee find employment outside the University within the period of the layoff notification or while in the layoff pool, the layoff allowance will not be reduced.

**ARTICLE 14**  
**DISCHARGE AND DISCIPLINE**

- A. The Employer shall have the right to discipline and discharge any employee for just cause.
  
- B. The Employer will notify the Union, the Steward and the Employee in writing within forty-eight (48) hours of any discharge with the reasons for the discharge. The Employer will notify the Union in writing within forty-eight (48) hours of any suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinbefore set forth; however, commencing at Step 3 of the grievance procedure.
  
- C. Copies of all written warnings are to be sent to the Employee and the Union with a copy to the Steward.

**ARTICLE 15**  
**WORK WEEK**

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

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

C. The University may create an alternative 35-hour work week of four (4) days, with an additional 15-minute break each day for any employee on such a schedule. All leave entitlements will be accrued and used in hours instead of days.

(1) Incumbent employees will not be required to work on a compressed work week schedule, except by mutual consent between the employee and the supervisor.

(2) The University will notify the Union whenever an employee begins to work a compressed schedule, except that this requirement will be deemed to have been satisfied if the original posting indicates that the position is one with a compressed work week.

D. The following procedure will apply whenever (1) the University is officially closed due to an emergency such as power failures, weather conditions, or similar occurrences; or (2) the University remains open but conditions make travel to work extremely difficult or hazardous and the President or designee, in consultation with the Emergency Management Operating Team, declares the day an emergency operation day:

1. Non-essential employees scheduled to work will be paid for the day and will not be required to report for work. Non-essential employees who report for work may be required to remain at work to provide essential services and if so, will be paid for the day as essential employees.
2. Essential employees are those designated in advance (including in a posting) as necessary to provide service during an emergency, or who are so designated due to the particular emergency or as provided in paragraph 1, above. Essential employees who work during the emergency will receive a premium payment equal to their regular rate of pay for all hours worked during their normal shift as additional compensation. Full time employees will receive overtime pay at the rate of time and one-half for all hours outside of their normal shift. An essential employee who is unable to report for work despite all reasonable efforts and so informs his/her supervisor or designated person will be paid for the day.
3. If the University closes after the start of normal business hours or an individual employee's regular shift, employees will receive their regular salary from the



beginning of their shift until the closing, and will thereafter be covered by the provisions above for the balance of the day.

4. Employees previously scheduled to be off for vacation, personal leave, holiday, sick leave or any other absence will be charged the appropriate type of leave, and will not be re-credited with the time. However, this paragraph shall not prevent the University from considering extenuating circumstances and re-crediting an employee previously scheduled for a single day off on the date of the emergency closing. Such consideration is at the University's sole discretion, and shall not be subject to the grievance procedure.

E. Timekeeping:

Union agrees to implementation of electronically-submitted timesheets. Parties agree to discuss implementation of an additional electronic-based time system. Should parties fail to agree either party may request mediation with Al Viani.

**Support staff utilization of an electronic timekeeping system in CUIMC Facilities and Morningside Audio Visual is pursuant to the terms of the February 14, 2019 Side Letter.**

**ARTICLE 16**  
**OVERTIME**

A. Employees shall be compensated at the rate of one and one-half times their regular pay for authorized time worked in excess of the regular full-time work week, up to forty (40) hours, by receiving either pay for such overtime worked or compensatory time off. Compensatory time off must be scheduled and used within sixty (60) days from the time worked and if not scheduled and used within sixty (60) days, shall be paid at the overtime rate. Any time worked after forty (40) hours shall be paid at time and one-half. There shall be no pyramiding of overtime.

B. The University will use its best efforts to provide reasonable notice in advance of requiring an employee to work overtime. Job postings will state whether it is anticipated that a position will require substantial seasonal overtime.

C. Overtime – Positions scheduled to work 24/7

When an employee is called into work at a time other than his/her regular work hours, he/she shall receive overtime pay at a rate of time and one-half of his/her regular base rate of pay for a minimum of four (4) hours.

**ARTICLE 17**  
**VACATION**

Employees shall be entitled to vacation, to be credited each June 30th during the term of this Agreement as follows:

<u>Length of Employment</u>	<u>Earned Vacation Rate &amp; Maximum Allowance</u>
2 months but less than 15 years	2 days per completed month of employment following <b>60 days of employment</b> up to 20 days.
15 years but less than 20 years	2 days per completed month of employment up to 22 days
20 Years or more	2 days per completed month of employment up to 25 days

The vacation year is July 1 to June 30. Vacation earned during one vacation year must be taken by the end of the following vacation year.

For regular part-time employees, vacation entitlement will be computed on a pro-rata basis in accordance with the number of hours per week regularly worked.

Upon completion of six months of employment, employees terminating on or after the 15th of any month will receive one (1) day and those terminating on the last working day of any month will be given credit for two (2) days.

Vacation may be scheduled throughout the calendar year according to seniority and consistent with the adequate functioning of operations, as determined by the University. Vacation scheduling requests may not be unreasonably denied.

Vacations cannot be extended or cancelled during a scheduled vacation period without the consent of the University.

The following limitations shall apply to vacations:

- (a) Vacation shall not be cumulative.
- (b) Vacation time shall not accrue during a leave of absence.
- (c) After the commencement of a vacation, no part thereof shall be changed to sick leave without the consent of the University unless the employee provides proof that he/she has been hospitalized on other than an outpatient basis.

Employees who terminate within the first six months of employment will not receive monthly vacation credit for the probationary period, but will receive monthly vacation credit for months 3-6 provided they work through the 30th of the month. Employees who terminate after six months of employment will receive vacation credit based on the schedule herein.

**ARTICLE 18**  
**HOLIDAYS**

Employees, after their first thirty (30) days of employment, shall be entitled to paid holidays within each calendar year as follows:

**LEGAL HOLIDAYS**

New Year's Day  
Dr. Martin Luther King, Jr.'s  
    Birthday<sup>1</sup>  
Memorial Day  
Independence Day  
Labor Day  
Election Day  
Thanksgiving Day  
Christmas Day

**UNIVERSITY HOLIDAYS**

Day after Thanksgiving Day  
Two (2) days selected by the University  
during the Christmas/New Year Season

In addition to the above holidays, there shall be three (3) personal holidays, except at the Health Sciences Center where employees shall be entitled to two (2) personal holidays but shall be entitled to George Washington's Birthday as a paid (legal) holiday. A new employee, following the completion of the probationary period, can take one personal holiday during the first six (6) months of employment.

In the event that an employee is required to work on any of the above holidays specified as "legal holidays or University holidays", he/she shall be paid a rate of time and one-half (1-1/2) his/her regular rate of pay for all hours worked on the holiday in addition to the day's pay (at regular straight time rate of pay) for the holiday. Such employee shall receive compensation for the time worked either as time off or pay in lieu thereof, as determined by the University.

In any event, pay for any of the above holidays is contingent upon the employee working a full shift on the last scheduled day before and the first scheduled day after such holiday, except in cases of approved absence.

**ARTICLE 19**  
**SICK LEAVE**

For the term of this Agreement, members of the bargaining unit shall be entitled to paid sick days as follows:

A. Non-Occupational Illness or Injury

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<sup>1</sup> Dr. Martin Luther King, Jr.'s birthday shall be celebrated on the federal holiday.

(1) Employees hired prior to October 21, 1994 shall be entitled to paid sick days as follows:

<u>Length of Service</u>	<u>Number of Days Per Yr.</u>	<u>Length of Service</u>	<u>Number of Days Per Yr.</u>
One day but less than sixty calendar days	None	Three years but less than five full years	15
Sixty calendar days but less than one full year	7	Five years but less than ten full years	20
One year but less than three full years	10	Ten years but less than fifteen full years	25
		Fifteen or more years	30

Employees hired prior to October 21, 1994, shall be entitled to accumulate up sixty (60) working days of sick leave during any one year, including the days earned or to be earned in the current year.

(2) Employees hired on or after October 21, 1994 shall be entitled to paid sick days as follows:

a. 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, retroactive to date of hire, up to a maximum of twelve (12) days per year.

b. 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 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) To be eligible for benefits, an employee who is absent due to illness or injury must notify his/her supervisor within one (1) hour before the start of his/her regularly scheduled work day, or earlier if deemed necessary by the University for operational reasons, unless proper excuse is presented for the employee's inability to call. The University may require proof of illness hereunder after an absence of three days or where a pattern of abuse may appear to exist. Employees shall be entitled to sick leave pay only when they are necessarily confined to their homes or to a hospital because of illness.

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

(5) Employees may use accrued sick leave for their own medical or dental appointments, or for appointments for family members as defined in Section C, in accordance with the following procedure:

1. Employees must schedule the appointment with their supervisor at least one week in advance (except in case of emergency treatment).
2. Sick leave must be taken in one-hour increments.
3. The supervisor may require documentation of the appointment.
4. Approval for use of sick leave will not be unreasonably denied. Under this section, use of sick leave may be denied if operational needs require the employee's presence or if the position must be covered on an overtime basis by another employee.
5. Employees who have been given a written warning or who have been suspended for excessive absenteeism or tardiness within the previous year may be denied the use of sick leave for medical or dental appointments.
6. Time taken for family members will be debited against the five days set forth in Section C.

B. Occupational Illness or Injury:

<u>Length of Service</u>	<u>Continuation of Regular University Salary</u>
Less than one year	One work week
One year but less than three years	Two work weeks
Three years but less than five years	Three work weeks
Five years but less than seven years	Four work weeks
Seven years but less than nine years	Five work weeks
Nine years and over	Six work weeks

C. All Employees shall be entitled to use up to five (5) days of his/her sick leave each year for family illness (child, spouse, same sex domestic partner, parent, child or parent of spouse or same sex domestic partner, sibling, grandparent, grandchild, family member residing in the employee's household).

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

**ARTICLE 20**  
**LEAVES OF ABSENCE**

A. After completing their probationary period, employees shall be entitled to leaves of absence as follows:

(1) Bereavement Leave -- An employee shall be paid at his/her regular rate of pay for up to four (4) working days of absence in the event of death of his/her spouse, same sex domestic partner, parent, grandparent, child, mother-in-law, father-in-law, brother, sister or close family member or spouse equivalent living in the household of the employee. Employees may use accrued vacation or personal leave if necessary for travel to the funeral of a covered family member outside of the New York City metropolitan area. Departmental approval for use of such vacation or personal leave will not be unreasonably denied.

(2) Jury Duty -- All employees who are called to serve as jurors will receive their regular rate of pay less their pay as jurors for each day while on jury duty. The receipt of a notice to report for jury duty must be reported immediately to the employee's department.

B. Maternity and Paternity Leave -- Pregnancy shall be treated as any other non-occupational disability circumstance as set forth in Article 19 in accordance with the Pregnancy Discrimination Act of 1979.

Employees who have completed nine months of employment may take personal leave without pay for infant care purposes in addition to the sick and non-occupational disability leave, however, such leave shall not exceed ten (10) months in duration. Upon return from such leave, the employee shall be returned to a job in the same or equivalent job classification.

C. Military Leave -- Leaves of absence without pay 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.

D. Union Business -- A leave of absence without pay for a period not to exceed a total of fifteen (15) days per year in the aggregate for the bargaining unit shall be granted to employees who have completed twelve months of employment in order for union members to attend Union conferences or conventions, provided such leaves will not interfere with the operation of the University.

During the term of this agreement, three (3) employees at a time (who have completed twelve (12) months of employment) with a maximum of six (6) employees, shall be entitled to a leave of absence to join the staff of the Union. Upon request, the parties shall meet to discuss the timing of such leaves. Upon return from a leave of twelve (12) months or less, such employee shall be returned to a job in his/her former or equivalent job classification.

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

F. While on unpaid leave of absence, an employee shall not be entitled to earn holiday pay nor to accrue sick leave time, vacation or any other benefit.

When an employee returns to work following an authorized leave of absence, he/she shall be reinstated to his/her former classification or equivalent classification with seniority for purposes of layoff.

## **ARTICLE 21** **FLEXIBLE HOURS**

Flexible hours mean regularly assigned working hours that are different from the normal departmental schedule. The University will consider employee requests for them and will try to grant them when there is a compelling need on the part of the employee including but not limited to child care and educational considerations, and the department's functioning will not be adversely affected.

## **ARTICLE 22** **PERSONNEL FILES**

A. An Employee may review and have a copy made of material in his/her personnel file (departmental or Personnel Office) twice a year with an appointment in accordance with procedures established by the Personnel Office.

B. Warning letters will be removed from personnel files after two (2) years provided that disciplinary action for a similar or related offense has not occurred.

## **ARTICLE 23** **RETIREMENT PLAN**

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

## **RETIREE MEDICAL INSURANCE COVERAGE ELIGIBILITY:**

Employees who retire under the Columbia University Retirement Plan for Supporting Staff-local 2110, after attainment of age 55 with at least 10 years of service after age 45 prior to retirement

No change in disability retirement eligibility for medical coverage. All other provisions of the collective bargaining agreement remain in full force and effect.

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

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

Employees may arrange for retirement counseling through TIAA-CREF upon an individual employee's request.



PENSIONS:

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

FORMULA PRIOR TO 7/1/2007

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

NEW FORMULA EFFECTIVE 7/1/2007

Years of Service	Age	% up to SS wage base	% over SS wage base	% Vested (see below)
Less than 5	Any	2.0	10.0	0 – 60
5+	Less than 40	5.0	10.0	80
5+	40+	10.0	15.0	80
<b>5 Year ONLY</b>	Any	<b>Bonus 15%</b>	<b>Bonus 15%</b>	100
15+	55+	15.0	20.0	100

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

CURRENT PLAN

5% contribution  
5 years cliff vesting

Without impact of Salary increase and investment return

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

NEW PLAN

2% annual contribution year 1-5, 5% thereafter plus one-time bonus contribution of 15% in year 5

6 years graded vesting

Without impact of Salary increase and investment return

Year*	0	1	2	3	4	5	6
Salary	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Contributions%	2.00%	2.00%	2.00%	2.00%	2.00%	5.00%	5.00%
Bonus Cont %	0.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%
Contribution \$	800	800	800	800	800	8,000	2,000
Contribution Total	800	1,600	2,400	3,200	4,000	12,000	14,000
Vesting for Employees hired after 7/1/2007	0%	0%	20%	40%	60%	80%	100%
Vesting for Current Employees	0%	0%	20%	40%	60%	100% *	100%
Value for Employees hired after 7/1/2007	0	0	480	1,280	2,400	9,600	14,000
Value for Current Employees	0	0	480	1,280	2,400	12,000	14,000

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

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

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

**ARTICLE 24**  
**GROUP INSURANCE BENEFITS**

*Note: Summary Plan Descriptions of Group Insurance Benefits are available in Working at Columbia or on the Columbia University Human Resources web site.*

A. Employees will continue to be covered by University group insurance plans for the Supporting Staff employees, as modified below, provided that such coverage is contingent upon compliance with all existing requirements and conditions including, but not limited to, those which apply to employee eligibility and contributions. The University shall give written notice of but shall not be required to bargain with respect to changes in said plans required by law or changes that do not reduce benefits and are applicable to all University employees covered by the plans.

B. Qualified same-sex domestic partners will be recognized as eligible dependents for coverage under the University's existing medical plans, effective January 1, 1995. See Appendix B.

C. Employees who are involuntarily reduced from full-time to part-time will continue to be treated as full-time for purposes of health coverage for a period of six months providing they remain on the payroll.

D. (1) Effective January 1, 2005, employees and their families may participate in the Columbia Dental Plan and the Dental Plus Plan as now or hereafter offered to other University employees. Employees will pay the full cost of these plans.

(2) The University will provide **EmblemHealth Preferred Dental Benefits Plan A**, at its own expense, to all full-time employees and their covered dependents. Part-time employees may enroll in the dental plan provided that they pay fifty percent (50%) of the monthly premium.

Effective upon the effective date of the GHI Preferred Dental Plan, part time employees may enroll in the dental plan provided (a) that they are enrolled in the health benefit plan, and (b) that they pay fifty percent (50%) of the monthly premium.

E. **HEALTH PLANS:**

Employees will continue to be covered by the current UnitedHealthcare Choice Plus 100 plan until December 31, 2017 without contributions except as otherwise provided for part-time employees.

Effective January 1, 2018, incumbent and new employees may enroll only in the United Healthcare Choice Plus 90 without contributions except as otherwise provided for part-time employees. The UnitedHealthcare Choice Plus 100 will not be offered.

**Effective January 1, 2020, incumbent and new employees may enroll in the UnitedHealthcare Choice Plus 90, without contributions except as otherwise provided for part-time employees or the UnitedHealthcare Choice In-Network, without contributions except as otherwise provided for part-time employees.**

**The United Healthcare Choice In-Network includes the following plan design:**

<b>Choice In-Network</b>	
<b>Annual Deductible (Per Person)</b>	<b>\$400</b>
<b>Out-of-Pocket Maximum (Individual, Family)</b>	<b>\$3,500; \$7,000</b>

\*\*\*

**Effective January 1, 2020, the United Healthcare Choice Plus 90 Plan will be changed as follows:**

	<b>In-Network</b>	<b>Out-of Network</b>
<b>Annual Deductible Per Person)</b>	<b>\$400</b>	<b>\$850</b>
<b>Out-of-Pocket Maximum (Individual, Family)</b>	<b>\$3,250; \$6,500</b>	<b>\$5,250; \$10,500</b>

\*\*\*

Effective January 1, 2018, the University will make a contribution, as set forth below, to an individual Healthcare Flexible Spending Account (“FSA”) for each employee enrolled in UnitedHealthcare Choice Plus 90 Plan (who is not already receiving such contributions). Contributions will be prorated for part-time employees enrolled in UnitedHealthcare Choice Plus 90.

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

**Effective January 1, 2020, the University will make a one-time additional contribution of \$120 to the Healthcare Flexible Spending Account for each employee enrolled in the UnitedHealthcare Choice Plus 90 plan. This one-time contribution amount will be prorated for part-time employees enrolled in UnitedHealthcare Choice Plus 90.**

Healthcare Flexible Spending Account	2018
Individual Employee	\$120
Employee + Spouse or Child(ren)	\$240
Family	\$360

No additional design changes during term of agreement

Ability to change insurance carriers as long as no diminishment of benefits

COBRA rates- Based on support staff costs effective 1/1/13.

2012: Part-timers will contribute 50% of their respective tier COBRA rate (single through family). Effective January 1, 2013, the contribution for single coverage only will be reduced to 30% of the rate. Effective January 1, 2014, the contribution for single coverage only will be reduced to 25% of the rate. Effective July 1, 2015, the contribution for single through family coverage for part-time employees will be reduced to 25% of the COBRA rate.

Introduce \$1000 annual subsidy for medical coverage of same sex domestic partners. (Active employees only.)

**If the University modifies its position on same sex domestic partners medical coverage, the \$1000 annual subsidy for medical coverage of same sex domestic partners will be similarly modified in the contract.**

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

F. OPTICAL PLAN:

All employees who participate in the UnitedHealthcare plans shall be covered by the Optical rider for their plan.

Benefits will be as follows:

Vision Benefits	UHC Plans
Benefits Apply Both In-Network and Out-of-Network	
Routine Eye Exams	Adults: One exam every 12 months with a \$10 copay
	Children: One exam every 12 months with a \$10 copay
Lenses	Adults: Every 24 months, \$20 allowance for single lenses, \$30 for bifocal, \$40 for trifocal and \$75 for lenticular
	Children: Lenses covered in full every 12 months (more frequently if medically necessary)
Frames	Adults: \$30 allowance every 24 months
	Children: Up to \$100 covered in full every 12 months (more frequently if medically necessary). Cost above \$100 covered at 60%.
Contact Lenses	Adults: \$75 allowance every 24 months
	Children: Single purchase of pair of contact lenses or 1 box of contact lenses per eye covered at 100%

*Child* is defined as a member less than age 19.

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

G. LIFE INSURANCE:

A. Effective January 1, 2003, employees who have completed six months of service will be covered by life insurance in the amount of one times base salary up to \$50,000, at no cost to the employee.

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

H. Waiting periods: All waiting periods will be modified in accordance with the following table:

2110 Benefits Enrollment Waiting Periods (Effective June 1, 2007)

Benefit - FT		Waiting Period
Medical & Rx		2 months
Dental		2 months
Vision		2 months
Life Insurance		2 months

FSA's (those hired on/before 2/28/07)		2 months
Transit/Parking		2 months
Retirement Plan		Hire
Savings Plan		Hire
Benefit – PT (20 hours minimum)		
Medical & Rx		2 months
*Dental		2 months
Vision		2 months
Life Insurance		2 months
FSA's		2 months
Transit/Parking		2 months
Retirement Plan		Hire
Savings Plan		Hire

\* No longer necessary to be enrolled in health insurance plan

- I. A Joint Labor/Management Committee will be convened to address and analyze health care cost trends and to discuss approaches to cost containment.

**ARTICLE 25**  
**TUITION EXEMPTION**

A. The University will continue tuition exemption benefits contingent upon compliance with all existing requirements and conditions including, but not limited to, those which apply to employee eligibility.

Effective January 1, 2013 for new hires:

There will be a two-semester waiting period (administered as 7 months) for “self” and spouse/same sex domestic partner Tuition Exemption benefits eligibility. This waiting period represents two-semesters of continuous service.

College Tuition Scholarship: A labor management committee will be convened in each year of this agreement to award **six \$6,000** tuition scholarships (**six** per year) to children of employees who are registered in a full time, undergraduate program and who are age 26 or younger.

B. If a laid-off employee is already enrolled in a course to which tuition exemption applied, he/she will be allowed to receive tuition exemption for that course for the balance of the semester during which the layoff occurs.

C. Tuition exemption benefits for the children of employees covered by this Agreement will be available for employees who have completed two years of continuous employment.

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

E. Same sex domestic partners will be eligible for spouse tuition benefits under the existing plan. Under IRS regulations, the cash equivalent of the tuition benefits received for an employee's partner will count as taxable income to the employee, for both undergraduate and graduate tuition benefits. Taxes will be deducted from the employee's pay check to reflect this additional income.

**If the University modifies its position on same sex domestic partners tuition exemption coverage, the same sex domestic partners tuition exemption coverage will be similarly modified in the contract.**

**ARTICLE 26**  
**PART-TIME EMPLOYEES**

A. Regular part-time employees will be eligible for tuition exemption benefits as follows:

Part-Time Employees Working  
20 Hours Or More Per Week

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

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

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

B. Regular part-time employees will be eligible for other fringe benefits, on a pro rata basis, as follows:

(1) Retirement benefits are provided under the University Retirement Plan for supporting staff employees as specified in Article 23.



**ARTICLE 27**  
**CHILD CARE**

A. Should the University establish a Day Care Center for the children of employees, the University will consult with the Union concerning use of that Center by children of employees in the bargaining unit.

B. The University shall undertake a University-wide study, at its own expense, of the problems of child care which confront the University community. Included in the study will be a review of the extent of the problem and alternatives (referral services, cooperatives, available resources, etc.). Such study shall address specific solutions applicable to the support staff as well as officers and students.

C. The University also recognizes its responsibility to allocate resources directed at solutions to the child care problem as reflected by such study. The University will contribute for childcare **\$240,000 during calendar years 2020, 2021, and 2022.** The formula for distribution shall be established by the Union, subject to approval by the University. Such approval shall not be unreasonably withheld.

D. Should the University establish an IRS-qualified flexible spending account that includes day care expenses for the faculty or for any bargaining unit, employees will be eligible to participate.

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

**F. Effective January 1, 2020, eligible employees may participate in the University's Back-up Care program. Any changes and/or modifications to or the elimination of the University's Back-up Care program shall apply to 2110 members. The University shall not be required to bargain with the Union concerning any changes and/or modifications to or the elimination of the University's Back-up Care program.**

**ARTICLE 28**  
**CREDIT UNION**

Upon written notice from the 65 Family Credit Union the University will deduct all Credit Union payments as provided for in the authorization form set forth below, upon condition that at the time of such notice, the District 65 Credit Union shall furnish the University with a written authorization executed by the employee in the following form:

"I hereby authorize and direct my Employer to make deductions from my salary each pay period and transmit monthly such amount to the 65 Family Credit Union - 11 East 4<sup>th</sup> Street, #4F, New York, New York 10003 to be credited towards my Credit Union Account. This authorization shall be effective until revoked on thirty (30) days written notice to the Employer."

The University agrees that upon individual authorization from the members, periodic Credit Union payments shall be deducted by the University from such members' pay each pay period and forwarded to the Credit Union within seven (7) days after the last pay period of each month.

**ARTICLE 29**  
**HEALTH AND SAFETY**

A. The Union and the University agree to the formation of a joint advisory Health and Safety Committee. In the first year the Committee will meet at least five (5) times and thereafter will establish its own meeting schedule. Its functions will be to investigate health and safety complaints and to make recommendations to management to resolve reported health and safety problems. The University recognizes the need to maintain a reasonably safe, healthful and sanitary workplace. The Union shall be entitled to have four (4) bargaining unit employee representatives on the Committee to be selected by the stewards who may serve so long as their service on the Committee does not unreasonably interfere with the performance of their regular duties. Committee members shall receive regular wages for all Committee activities performed during regular working hours. In case of emergency, the Health and Safety Committee shall be convened within twenty-four (24) hours.

In the event no agreement is reached over any matter discussed within the Health and Safety Committee, it shall be filed at Step 3 if more than one department is involved.

B. In the event of an emergency, the University will notify the Union's Health and Safety Officer.

C. The University will send copies of test results or other clearance notification to the Union and the Health and Safety representative within forty-eight (48) hours after receipt by the University.

D. When a substantial number of bargaining unit members are being relocated to new facilities, the University shall conduct a health and safety walk-through of the new facilities together with the Union Health and Safety representatives.

E. 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. Stress, protective clothing and equipment and work station safety may be subjects of discussion by the Health and Safety Committee.

The University will make efforts to reduce eyestrain and physical strain through work station design. 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.

VDT's will be equipped with glare screens. Acoustic covers will be provided for impact printers. New VDT's will be equipped with operator adjustable brightness controls, flicker-free terminal screens and detachable adjustable keyboards. Three (3) feet of space on the sides of VDT's shall be maintained whenever possible. All VDT's shall be monitored for full range of EM spectrum upon request.

F. When an Employee who regularly works on a VDT is pregnant, she may take an unpaid leave of absence if a temporary transfer or job switch is not arranged by the department.

G. Employees who regularly work on VDT's may have an eye examination at University expense by a University-designated doctor once each contract year. This paragraph will cease to apply after December 31, 1997.

H. The University recognizes its obligations to comply with the law in regard to asbestos removal. The University agrees to provide the Union with notices that are required by law to be posted.

I. The University shall give the Union advance notification of construction work in bargaining unit areas.

The Union will be invited to attend the annual summer construction briefing when such a meeting is scheduled. In addition, the Union will be advised of other projects which are not included in the summer construction schedule by fax or e-mail, and may address any issues to the Office of Employee and Labor Relations, including those pertaining to storage of personal possessions anticipated disruption connected with construction and general concerns about future construction. If necessary, a meeting will be scheduled to discuss a particular project.

J. The University will post statutory notices concerning employees on all appropriate bulletin boards.

K. Upon request, the Environmental Health and Safety Office will review chronic THI issues.

L. The University will use its best efforts to meet the minimum ASHRAE standards for ventilation, temperature and humidity. The New York City Clean Water Standard shall be the minimum acceptable standard for bargaining unit work areas.

M. Upon request, the Environmental Health and Safety Office will conduct a review of a VDT-equipped work station. Environmental Health and Safety will make recommendations for improvement and/or offer training as appropriate.

Issues involving ergonomic standards applied by the University, or employee questions or complaints involving ergonomic issues, may be brought to the Health and Safety Committee. Employees are encouraged to use the University's published procedures for ergonomic issues.

The Union may put information about ergonomics in the new employee orientation packet provided under Article 2, final paragraph. The University will include ergonomics in its Wellness Day Program.

N. The parties may agree that grievances arising from inspections by the Environmental Health and Safety Office may be filed at Step 3.

O. Employees shall have a locked drawer, locker, or cabinet to store personal possessions and access to closets, hooks, or coat racks.

### **ARTICLE 30** **EFFECT OF LEGISLATION**

If any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision, or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto of their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

### **ARTICLE 31** **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assignees of the Employer.

### **ARTICLE 32** **SEXUAL HARASSMENT**

A. Sexual harassment by members of the University community is contrary to University policy.

B. The University will take appropriate steps in connection with sexual harassment by a University employee or student.

C. If a member of the bargaining unit believes that he/she is experiencing sexual harassment by a University employee, the matter will be brought to the University's attention by filing a grievance under the procedure provided in this agreement. The filing of such a grievance may be preceded by resort to the University's Panel on Sexual Harassment or by notifying the Director of Affirmative Action.

D. If a member of the bargaining unit believes that he/she is experiencing sexual harassment by a University student, the matter will be brought to the University's attention by notifying a member of the University's Panel on Sexual Harassment or by notifying the Director of Affirmative Action rather than by filing a grievance hereunder.

**ARTICLE 33**  
**AFFIRMATIVE ACTION**

- A. The University reaffirms its commitment to the principles of Affirmative Action under existing procedures.
- B. The Affirmative Action Monitoring Committee will review the filling of vacancies in bargaining unit positions at Grade 7 and above. The Union may designate two (2) representatives to serve as members of that Committee, whose participation shall be limited to such bargaining unit positions; one such member shall be non-voting.
- C. The University shall provide five copies of the Affirmative Action Plan to the Union.
- D. Seniority sign-up lists, resumes and applications of all internal applicants will be included with the packet for jobs being reviewed by the Affirmative Action Monitoring Committee.
- E. The University will, at the request of the employee and the Union, provide the Union with copies of complaints filed by such employee with state, city or federal human rights agencies, and results thereof.

**ARTICLE 34**  
**CLASSIFICATION**

A. The Union and the University agree to the formation of a Classification Review Committee, which shall consist of two (2) representatives designated by the Union and two (2) representatives designated by the University. The Committee will meet to review and discuss existing job classifications within the bargaining unit. Either party may request that a job classification be reviewed by the Committee.

**A Committee will be established to review and update the Position Questionnaire. The Position Questionnaire Committee will meet twice a month, and will consist of four (4) representatives designated by the University and four (4) representatives designated by the Union. The Position Questionnaire will be updated within four (4) months of the ratification of this Agreement. The updated Position Questionnaire will not be implemented without mutual agreement between the parties.**

B. **POINT FACTOR JOB EVALUATION PLAN**

(1) The cutoffs for the classification system shall be as follows:

Grade 5	-	0--424
Grade 6	-	425--524
Grade 7	-	525--624
Grade 8	-	625--724
Grade 9	-	725--824
Grade 9a	-	825-- <b>924</b>

**Grade 9b - 925+**

Salaries for Grade 9a will be 4% higher than salaries at Grade 9.

**The 9b grade is effective June 3, 2019. Salary minimums for Grade 9b will be 4% higher than Grade 9a minimums.**

Positions which were scored at or above 825 on the date of ratification will be upgraded effective October 31, 1997.

(2) The CRC will review generic job titles and specific job descriptions for each position. Each employee will be given a specific job description, including title and grade.

C. UPGRADE REQUESTS

(1) Employees requesting reevaluation of their position should complete a job questionnaire and submit it to their immediate supervisor. The supervisor will meet with the employee and review the questionnaire. An employee may elect Union representation during the meeting with the supervisor. The questionnaire and supervisor's comments will be sent to Compensation.

a. An employee may elect to have a Union representative present during his/her job audit interview when conducted by Compensation.

b. The result of the job evaluation by Compensation will be sent, in writing, to the employee with a copy to the supervisor and Union representative.

c. Upgrades will be retroactive to the date of the request for review as submitted on the job questionnaire.

d. If the employee is dissatisfied with the result, he/she may submit the claim for review by the Classification Review Committee.

e. The review of a job classification will not be done by a person who has rejected the request at a lower level of the procedure.

f. No incumbent employee will have his/her salary or grade reduced as a result of a reclassification.

g. An employee in a position that is reclassified will retain his/her classification in his/her prior position.

(2) The Classification Review Committee will establish a schedule of meetings, as appropriate.

a. Committee members will be provided with copies of the job questionnaire, supervisor's comments, compensation work sheets and resultant grade. The

employee and/or supervisor may be interviewed at the request of any member of the Committee.

b. The Classification Review Committee shall reach a determination or an impasse within 60 days after submission of the claim to the Committee for review. A 30-day extension may be requested, which request shall not be unreasonably denied.

c. If the Classification Review Committee is unable to resolve the dispute, the Union may file for arbitration pursuant to Article 5.

D. NEW POSITIONS

The supervisor will complete a job questionnaire and job description and submit them to Compensation for evaluation.

E. LEAD WORKER

Effective July 1, 2004, the University will establish a differential equal to four percent (4%) of the employee's salary which will be applicable to positions in Grades 8, 9, 9a, or **9b**, as follows:

There will be a thirty-two (32) point scale for employees who perform the following duties. In order to be entitled to the differential, the employee must attain at least 23 points.

	Job Responsibilities	Tasks Performed on a Regular Basis	Points
1	Trains	a. Assists in providing on the job training to other employees	4
		b. Assists in providing orientation to work process, job requirements, and use of technology to new employees	2
		c. Advises manager of problems encountered in training and orienting employees	2
2	Coordinates	a. Coordinates the work of at least two bargaining unit employees OR Coordinates the work of at least four bargaining unit employees	4 or 5
		b. Coordinates the work of numerous student workers, temporary and/or casual employees	2
		c. Sets priorities for the day's work and monitors work flow	2
		d. Notifies manager of problems preventing completion of work	1
3	Schedule	a. Performs scheduling of complex tasks or	2

	management	projects b. Coordinates logistical support for events and conferences (food, hotel, participant materials, rooms, equipment, registration) c. Plans itineraries and makes travel arrangements for faculty members and/or officers	2 2
4	Acts as liaison	a. With students, parents or employees (advising and counseling on academic choices or benefits) b. With other schools and departments within the University (on complex administrative or financial matters) c. With outside vendors or contractors (soliciting bids, purchasing, billing and receiving) d. Makes purchases of supplies and/or equipment within guidelines (over \$500)	3 2 2 1
TOTAL			32

The employee will participate in an annual discussion with his/her manager to review the above checklist of duties and to verify that the employee continues to perform the above duties in a satisfactory manner. If the manager determines that the employee continues to perform the above duties in a satisfactory manner, the employee will continue receiving the differential. The manager's determination that the employee no longer performs these duties may be grieved through the grievance procedure.

Nothing herein will be deemed to change any existing practice with respect to performance of these duties by support staff or officers, respectively. The performance of lead worker duties shall not be a basis to remove a bargaining unit member from the bargaining unit, either as an officer or as a statutory supervisor.

#### Lead Worker Role Differential Requests

An employee in a 2110 grade 8, 9, 9a, or **9b** position requesting consideration for the Lead Worker role differential is to complete the supplemental lead worker questionnaire and submit it to his/her immediate supervisor. The supervisor will meet with the employee to review the questionnaire. An employee may elect to have Union representation at the meeting. The lead worker questionnaire and the supervisor's comments are to be sent to the respective local Human Resources liaison (if applicable) and then to **Client Services** for evaluation. Please note: incumbents in grades 8, 9, 9a, or **9b** should not complete full standard position questionnaires to be considered for the Lead Worker role.

When creating a new grade 8, 9, 9a, or **9b** position, supervisors may submit a lead worker questionnaire along with the standard position questionnaire to **Client Services** for review and consideration.



Lead Worker Questionnaire Forms are available on the HR website at [www.hr.columbia.edu/hr](http://www.hr.columbia.edu/hr). Supervisors are to maintain a copy of the original lead worker differential paperwork for future reference.

The result of the evaluation will be sent to the employee, the supervisor and the Union. Approved differentials will be retroactive to the date of the request for review as submitted on the supplemental lead worker questionnaire.

The result of the review will not change an employee's current job grade and job title.

The University and Local 2110 will work together to better promote this program with a view towards encouraging participation.

### **ARTICLE 35** **TECHNOLOGICAL CHANGES**

A. (1) The University agrees to notify the Union reasonably in advance of the scheduled 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 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 weeks' notice of layoff, or pay in lieu thereof, will be given.

(4) Employees laid off as a result of technological change will be eligible for training funds as referenced in Article 36 and on-line training programs as agreed to between the parties for the duration of time spent in the temporary employment program, as referenced in Article 41 (if applicable).

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 36** **JOB TRAINING**

A. The University's Personnel Department will post in an appropriate place, to be agreed upon by the parties, such information as it receives describing training programs and other educational opportunities that are offered to bargaining unit members to improve their skills and enable them to qualify for advancement. A copy of such descriptions will be turned over to the Union to be posted on its bulletin boards.

B. Subject to the other provisions of this Agreement, each employee shall be entitled to take one short-term course offered by the Division of Continuing Education during each year. Employees may carry over one unused course for up to one (1) year. All short-term computer courses offered as part of the Computer Training Initiative for the Columbia Community by the Division of Continuing Education will be available pursuant to this paragraph.

C. Employees on layoff shall be entitled to participate in all training programs offered pursuant to (A) herein.

D. Computer Technology and Applications Program

- a) The University will pay the tuition for one employee per year to take a program of study in the CTA program.
- b) The tuition will cover the eight courses required to receive a certificate.
- c) The employee must apply for admission in accordance with the usual program requirements, and be accepted.
- d) In the event that more than one employee is offered admission in a single year, the senior employee will receive the tuition subsidy.

E. Education and Training:

The parties will establish a joint labor-management committee consisting of an equal number of representatives each to investigate training needs and employment opportunities of the bargaining unit.

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

The University will provide the following amounts for the term of the agreement in addition to any remaining funds from the prior agreements:

**2019: \$150,000**

**2020: \$150,000**

**2021: \$150,000**

**Effective 2019, unspent funds in any year will not be carried over to the following year. The committee will work in conjunction with the University's Office of Learning and Development to develop a strategic training program for members of the bargaining unit. Up to \$35,000 of unspent funds may be used to develop said training program.**

Laid-off employees will be eligible to utilize funds on the same basis as active employees. This Fund will receive penalties paid pursuant to Appendix D Casual and Temporary Adjustments.

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

1. Subject to the funding limitation set forth above, the parties agree that employees who have completed six months employment with the University may apply for funding for education or training programs, and will be awarded funds to be used for such programs. The University will not award more than **\$12,500** per employee per academic year. (The six-month rule will not apply to training programs/courses given to a particular work unit.) Applications will be considered prior to the beginning of the summer, fall and spring terms each year.

2. The following are approved types of education and training programs covered by this agreement:

- a. Tuition for any accredited degree program in a course of study at another college or university.
- b. Programs in the School of Continuing Education other than tuition for the Computer Technology and Applications Program (CTA) given by the School of Continuing Education and Special Programs. (It is understood that the provisions of Article 25 of the agreement do not apply to Continuing Education programs.)
- c. Training programs and education and training in order to upgrade employee skills and enhance productivity, and to qualify employees for better positions.
- d. Training programs sponsored by or through the Union.

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

3. Employees are responsible for the cost of non-tuition fees, books, or course materials.
4. Employees are responsible for applying for and being admitted to any approved program set forth in paragraph 2.
5. Employees normally will be expected to take courses during non-work time. Provided that they have supervisor approval and consistent with operational needs, employees who are taking courses during the normal work day may request to use vacation or floating holidays, or may request time off without pay, or may make up the time, in order to attend the course. Consistent with operational needs, time off (with or without pay) will not be unreasonably denied.
6. In the event that the request for benefits under this agreement exceeds the available funding, the labor-management committee will determine how to allocate the funding. The committee will endeavor to maximize the number of employees who receive at least some benefit. Bargaining unit seniority may be considered along with other factors in allocation of funds.
7.
  - a. Costs covered by scholarships or grants to the employee are not covered by this agreement.
  - b. Employees who receive funding are required to present satisfactory evidence that they successfully completed the particular program/course(s) for which they received funding before being eligible for additional funding. Employees who do not successfully complete a particular program/course(s), or who terminate their employment prior to completing a particular program/course(s), will be responsible for repayment of the funding for that program/course(s).
8. The University believes that employees are not required to pay income taxes on the value of the benefit received under this agreement. If at any time the IRS disputes Columbia's interpretation, employees may be liable for taxes on the cash value of any benefits received, plus any penalty and interest assessed by the IRS or any taxing authority against the employee.
9. Where feasible and applicable, University-provided training shall provide participants with appropriate certificates of completion.
10. Laid-off employees will be eligible to utilize funds on the same basis as active employees. This Fund will receive penalties paid pursuant to Appendix D Casual and Temporary Adjustments.

**ARTICLE 37**  
**COMPLETE AGREEMENT**

This Agreement constitutes the full, complete and final understanding and agreement of the parties for the duration hereof and may not be modified without the written joint consent of the parties. The parties voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject matter may or may not have been within the knowledge or contemplation of either or both parties at the time that this Agreement was negotiated or signed.

**ARTICLE 38**  
**NOTICE**

Any written notice provided for in this Agreement shall be given to the Union at 256 West 38 Street, Suite 704, New York, New York 10018 and to the Employer's Assistant Vice President of Labor Relations, Columbia University, Studebaker 5<sup>th</sup> Floor, 615 West 131 Street, New York, New York 10027.

**ARTICLE 39**  
**V-CAP**

The University agrees to deduct from the pay of each employee voluntary contributions to UAW V-Cap, provided that each such employee executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form for each employee for whom voluntary contributions to UAW V-Cap are to be deducted hereunder, shall be delivered to the University before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" forms which have been properly executed and are in effect.

The University agrees to remit said deductions promptly to UAW V-Cap, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The University further agrees to furnish UAW V-Cap with the names of those employees for whom deductions have been made.

**ARTICLE 40**  
**DRESS CODE**

Employees will be expected to wear business or business casual attire appropriate to their position. The dress code currently applicable to Student Services shall provide guidelines for all departments which desire a dress code (see Appendix C).

Dining services cashiers will be provided with a full uniform. Management may convene a labor management meeting to discuss uniform options. UEM audio visual staff will wear attire appropriate for events in which they support.

In addition, identifying badges will be required at all times by employees staffing the Hospitality Desk in Housing and Dining.

Customer Service: labor management committee convened to discuss the following:

The University may call a meeting in the labor/management context to discuss implementing clothing with logos for identification and customer service purposes for staff in the following areas:

Health Services - all frontline staff (Health Services Assistant and Patient Services Assistant titles) in CPS (Lerner 8th floor) and the Medical Services Units (John Jay 3 & 4th floor).

Columbia Housing - all support staff who work at the Hospitality Desk (Hartley Hall).

Business School: Front desk Operations department Office Assistant employees (currently Uris Room 217) during peak periods, beginning and end of spring and fall semesters and during Commencement.

Student Service Center: Fall and Spring registration.

**ARTICLE 41**  
**CASUAL AND TEMPORARY EMPLOYEES**

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

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

4. An employee in the pilot program will be covered by the collective bargaining agreement except as provided herein.
5. An employee who elects to participate:
  - a. Will not receive the severance allowance provided in Article 13 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 13.
  - 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 5(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 pilot 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 pilot program may be required to provide satisfactory evidence of illness; or
    - ii. After completion of a three (3) month period in the pilot 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 pilot program and will receive a layoff allowance equal to the difference between the employee's original severance entitlement under Article 13 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 pilot program unless the employee accepts a regular position.
6. An employee who fails to work on any day covered by paragraph 5 (except as outlined in paragraph 5c) when work is offered may be terminated from the pilot program and will receive a layoff allowance equal to the difference between the employee's original severance entitlement under Article 13 and the number of weeks they were in the program.
7. 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.

8. Upon expiration of the employee's time in the pilot program, the employee will retain seniority for the balance of time as defined in Article 12 B (2).
9. This procedure will not apply to summer furloughs.
10. Any school or department outside of those covered in paragraph 1, above, that wishes to participate in the pilot program may do so on a voluntary basis.

**ARTICLE 42**  
**EFFECTIVE DATES AND DURATION**

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing **February 1, 2019 and ending on January 31, 2022.**

The University and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of the Agreement.

IN WITNESS WHEREOF, the Union and the University have executed this Agreement as of the date of ratification.

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

Daniel Driscoll  
Idina Gorman  
Mary Ann Carlese  
Mirian Stincone  
Kathryn Lewis  
Christopher Taylor  
Terri Caldes  
Neil McClure  
Shavonne Norris  
Mary Jo Lynch

FOR LOCAL 2110,  
INTERNATIONAL UNION, UAW,  
AFL-CIO:

Maida Rosenstein  
Rene Casiano  
June Benjamin  
Lisa Jessup  
Shari Wilson  
Montserrat Fernandez-Pinkley  
Shewanna House  
Maria Angles Taveras  
Booker T. Washington  
Esmeralda McCormick  
Akio Mokumo  
Megan Cheah



## APPENDIX A

### SIDE LETTERS

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## 1986 Side Letter

In settlement of AAA cases Ford and Samuels, Liz Warren, the 33 cases to be heard by Goldsmith, the parties agree that the issue of the Grade placement of certain job positions shall be arbitrable under the terms of the LA if the job position has been upgraded from within the BU to outside the BU. This Agreement shall also apply to the arbitrability of future cases outside of the BU.

The issue in these cases shall be limited to whether the job in question belongs in or out of the bargaining unit, and the arbitrator shall have the authority to determine the grade level ranging from the grade level of the job position prior to its upgrade to the level of the job position after its upgrade or any grade level in between. The arbitrator shall have no authority to direct the University to create a new or replacement position in the bargaining unit. If the arbitrator finds that the job belongs outside the bargaining unit, the arbitrator shall not restrict the job duties of the upgraded position.

TO:

FROM:

DATE:

SUBJECT: Applications for Recall from Lay Off Local 2110  
Bargaining Unit

To assure compliance with the layoff and recall provisions of the collective bargaining agreement with Local 2110, please review Article 12 (E) and (F).

---

Position: \_\_\_\_\_ Posted: \_\_\_\_\_

The following applicant(s) scheduled to be or currently on lay off, have signed up for the above position and should be interviewed in advance of other applicants wherever possible:

Please review the attached application(s) and call me at extension 870-2425 to confirm scheduled interviews. If a candidate is not interviewed, please indicate the reason below and return this form to my office. Whether an interview is scheduled or not, the name(s) must appear on the Applicant Pool Report (the back of the blue copy of the Requisition) stating your reasons for selection or non-selection.

When a hiring decision is made, it is necessary for you to notify the candidate(s), in writing, of your decision (See Article 12 (C) for offer of Recall).

Any questions regarding the above contract language should be directed to Labor Relations at extension 870-2801.

Thank you for your cooperation.

---

COMMENTS:

TO:

FROM:

DATE:

SUBJECT: Application for Promotion and/or Lateral Transfer within the Local 2110  
Bargaining Unit.

To assure compliance with the collective bargaining agreement with Local 2110, please review Article XII (G).

---

Position: \_\_\_\_\_ Posted: \_\_\_\_\_

Please review the attached transfer applications and call me at extension 870-2425 to confirm scheduled interviews. If a candidate is not interviewed, please indicate the reason below and return this form to my office. Whether an interview is scheduled or not, the name(s) must appear on the Applicant Pool Report (the back of the blue copy of the Requisition) stating your reasons for selection or non-selection.

When a hiring decision is made, it is necessary to notify the candidate(s), in writing, of your decision.

Any questions regarding the above contract language should be directed to Labor Relations at extension 870-2801.

Thank you for your cooperation.

---

COMMENTS:

LOCAL 2110, UAW LETTERHEAD  
SAMPLE

Dear

We are pleased that you have assumed a position covered by our bargaining unit.

Welcome!

The position you occupy is covered under a Collective Bargaining Agreement between the University and Local 2110, UAW. Under the terms of the Agreement, you will be required to pay Union membership dues (or service charges equivalent to membership dues), beginning not later than 31 days after the commencement of employment. The University will deduct such charges from your salary upon receipt of a personally signed written authorization from the Union. You should contact one of the Unit Officers of the Union (see list below), or the Union directly at 749-6703 to obtain a copy of the Contract as well as information about dues, etc.

You will shortly be receiving a benefits package that will include information regarding health insurance and pension plans to which you are entitled. You will also be invited to a Benefits Orientation Session for new support staff members. The orientation session will provide you with detailed information on the provisions of the various benefits plans as well as answer any questions you may have. In the meantime, questions can be referred to us at 749-6703.

Sincerely,

Columbia Unit Officers

Attachment:

March 27, 1989

Carl Slemmer  
Director, Employee Relations  
306 Dodge Hall  
Columbia University  
New York, N.Y. 10027

Dear Mr. Slemmer:

This will confirm that any dispute between the University and the Union with respect to the University's responsibility to allocate resources directed at solutions to the child care problem as reflected by the University-wide study referred to in Item #12 of the Memorandum of Agreement will not be subject to the grievance and arbitration procedure.

Sincerely,

/s/  
Maida Rosenstein  
Organizer

AGREED TO ON BEHALF OF:  
COLUMBIA UNIVERSITY

/s/ Brian J. Tunney \_\_\_\_\_  
Carl Slemmer  
Director, Employee and Labor Relations

February 13, 1989

Ms. Julie Kushner  
Vice President  
District 65 UAW / AFL-CIO  
New York, New York 10003

RE: DISTRICT 65 / COLUMBIA UNIVERSITY CONTRACT

Dear Julie:

This letter will confirm that Columbia University will not use the bargaining history of the 1988 negotiations in connection with subsequent disputes between the Union and the University with respect to (i) seniority rights of employees in connection with promotions; and (ii) arbitrability of health and safety issues.

It is also agreed that in the event an employee is suspended, their time of the suspension will be considered hours worked for purpose of computing weekly overtime.

Sincerely yours,

/s/  
Carl W. Slemmer  
Director, Employee and Labor Relations

CWS:jr



February 1, 1989

Ms. Maida Rosenstein  
Organizer  
District 65 UAW / AFL-CIO  
13 Astor Place  
New York, New York 10003

Dear Ms. Rosenstein:

This is to confirm our agreement concerning Article 12, G (5) regarding promotional increases.

The University will continue the guideline of a 7%-10% increase per grade for promotions, but will provide not less than the difference between the minimums for the grades. In no event, however, shall the University be required to pay more than the posted wage rate for the position.

Very truly yours,

/s/  
Carl W. Slemmer  
Director, Employee and Labor Relations

AGREED TO ON BEHALF OF:  
DISTRICT 65, UNITED AUTO WORKERS / AFL-CIO

BY: /s/  
Maida Rosenstein, Organizer



November 14, 1985

Ms. Julie Kushner  
Vice President  
District 65, UAW  
13 Astor Place  
New York, New York 10003

Dear Ms. Kushner:

This is to confirm our agreement concerning Article 12 (G) of the Collective Bargaining Agreement:

The box on the application form that an employee checks when he/she does not want his/her supervisor to be told of the employee's application for promotion or transfer will be retained.

If this comports with your understanding, please sign the enclosed copy of this letter and return it to me.

Very truly yours,

/s/  
Carl W. Slemmer  
Director, Employee and Labor Relations

AGREED TO ON BEHALF OF:  
DISTRICT 65, UNITED AUTO WORKERS

By, /s/ \_\_\_\_\_  
Julie Kushner, Vice President

November 14, 1985

Ms. Julie Kushner  
Vice President  
District 65, UAW  
13 Astor Place  
New York, New York 10003

Dear Ms. Kushner:

This is to confirm our agreement concerning Article 10 (Non-Discrimination) of the Collective Bargaining Agreement:

The University will continue to maintain its policy that applicants for employment, transfer or promotion will not be asked about their parental status.

If this comports with your understanding, please sign the enclosed copy of this letter and return it to me.

Very truly yours,

/s/  
Carl W. Slemmer  
Director, Employee and Labor Relations

AGREED TO ON BEHALF OF:  
DISTRICT 65, UNITED AUTO WORKERS

By:         /s/    
Julie Kushner, Vice President

November 14, 1985

Ms. Julie Kushner  
Vice President  
District 65, UAW  
13 Astor Place  
New York, New York 10003

Dear Ms. Kushner:

This is to confirm our agreement concerning Article 31 (Sexual Harassment) of the Collective Bargaining Agreement:

In cases where an employee has alleged that he/she is experiencing sexual harassment by a University employee, the University shall give careful consideration to his/her request for a transfer but shall not be required to grant one.

If this comports with your understanding, please sign the enclosed copy of this letter and return it to me.

Very truly yours,

/s/  
Carl W. Slemmer  
Director, Employee and Labor Relations

AGREED TO ON BEHALF OF:  
DISTRICT 65, UNITED AUTO WORKERS

By: \_\_\_\_\_  
/s/ Julie Kushner, Vice President

November 14, 1985

Ms. Julie Kushner  
Vice President  
District 65, UAW  
13 Astor Place  
New York, New York 10003

Dear Ms. Kushner:

This is to confirm our agreement concerning Article 20 (Leave of Absence) of the Collective Bargaining Agreement:

The University will permit an employee on an authorized leave of absence to continue his/her medical insurance coverage during the leave, provided that the employee pre-pays the premium costs for the coverage.

If this comports with your understanding, please sign the enclosed copy of this letter and return it to me.

Very truly yours,

/s/  
Carl W. Slemmer  
Director, Employee and Labor Relations

AGREED TO ON BEHALF OF:  
DISTRICT 65, UNITED AUTO WORKERS

By: /s/  
Julie Kushner, Vice President

October 1, 1997

Ms. Maida Rosenstein, President  
Technical, Office and Professional Union,  
Local 2110, UAW, AFL-CIO  
113 University Place  
New York, NY 10003

Dear Maida,

This will confirm our agreement that the University's Family and Medical Leave Act Policy will apply to Local 2110 members, except as otherwise provided in the collective bargaining agreement.

Sincerely,

/s/

David M. Cohen  
Director - Employee and Labor Relations

Agreed:

/s/ \_\_\_\_\_  
Maida Rosenstein, President  
Local 2110

## Approved Bulletin Board Locations

- \*Low Library (near Security entrance)
- \*Uris Deli (maintain)  
IAB (4<sup>th</sup> Floor near entrance by Wien Courtyard)
- \*Jerome Greene (near mailroom)
- \*Interchurch (1901)  
Medical Center (near Black Building mail room and Bard Hall)  
Mudd (1<sup>st</sup> Floor near mailboxes)
- \*East Campus (outside of B-230)  
Lerner Hall (near main campus entrance)
- \*Journalism (1<sup>st</sup> & 7<sup>th</sup> Floor)  
John Jay (Lower Level Kitchen area)
- \*Lewisohn (1<sup>st</sup> Floor near vending machines)  
Gym (lobby)
- \*SFS lunchroom (maintain)  
Philosophy (208 & 3<sup>rd</sup> Floor)  
Schmerhorn (4<sup>th</sup> Floor near main elevator)
- \*1700 Broadway  
400 West 119<sup>th</sup> Street  
School of Social Work (outside Room 602)  
131<sup>st</sup> Street  
Interchurch (964)  
330 Fifth Ave

The Union and the University will agree upon additional bulletin boards based on Columbia's expansion or re-allocation of space.

February 1, 2007



**December 14, 2001, as amended February 1, 2007, February 13, 2015, and February 14, 2019**

Maida Rosenstein, President  
UAW Local 2110  
113 University Place, 5<sup>th</sup> Floor  
New York, NY 10003

Dear Maida,

This will confirm our agreement with respect to certain issues covered by the Memorandum of Agreement between Columbia University and Local 2110.

All cases which could have been brought to the labor-management committee arising on or before September 30, 2003 will be considered withdrawn on a non-precedent basis, and only cases arising thereafter shall be considered by the committee.

1. The University will establish an account within the Office of Employee and Labor Relations for use by Local 2110. **The University will credit Local 2110 with \$90,500 in February 2019, 2020, and 2021.** Local 2110 will follow University procedures to access funds in the account.
2. The fund will be used to pay for release time for union official(s) to administer the parties' collective bargaining agreement to a maximum of \$90,500, not including fringe.
3. Any money remaining in the fund at the expiration of the contract will be rolled over into the account of the subsequent collective bargaining agreement if such account continues, or, if not, will be used to provide an economic benefit of equivalent value to the UAW Local 2110 bargaining unit during the term of the successor collective bargaining agreement. Any dispute regarding the equivalent economic value or any other term or application of this side letter shall be subject to the arbitration clause of the parties' collective bargaining agreement.

Sincerely,

/s/

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

AGREED:

/s/\_\_\_\_\_

Maida Rosenstein, President Date: December 14, 2001

## SIDE LETTER

The cases pending in the temporary and casual employment arbitration proceeding before the three contract arbitrators will be settled on the following terms:

1. A pool of \$22,000 will be established, to be distributed under a formula to be agreed upon between the parties (after payroll deductions), as liquidated damages to the named grievants (see attached list) whose cases were filed for arbitration in lieu of any other remedy, and an equivalent amount will be placed in the union activity fund as a one-time payment in lieu of any other remedy due to the union. This payment is made on a non-precedent basis and without regard to the merits of any individual grievant's case.
2. The chart above and the payment scale will be an appendix to the collective bargaining agreement, effective upon ratification.
3. All pending cases not covered by paragraph 1 will be settled in accordance with the provisions of paragraph 2.

Departments will notify the Office of Employee and Labor Relations whenever a temporary or casual employee has been employed longer than 60 days in a position which otherwise would be covered by the collective bargaining agreement, and that Office will notify the Union.

List of employees: (Omitted)

## SIDE LETTER

Promotion of Print Services and UEM Audio-Visual Services: The services of both departments will be placed on the University's Internal Preferred Vendor list. The services of both departments will be advertised per the presentation made by the University on January 13, 2012.

For AV: 4/1/12: base line list of which departments (other than the President's office) have used Superior AV and One Dream Sound Vendors, a follow up list showing up/down usage of the above vendors will be provided on: 10/1/12, 4/1/13, 4/1/14. One additional report will be provided tied to the expiration of the collective bargaining agreement.

**February 14, 2019**

**Maida Rosenstein, President  
Local 2110, UAW  
256 West 38<sup>th</sup> Street, Suite 704  
New York, New York 10018**

**Re: Electronic Timekeeping - Article 15 (E) (“Work Week”)**

**This confirms our agreement that the University and the Union will conduct a joint survey of 2110 members in CUIMC Facilities (Finance and Admin, the Call Center, and Housing) and Morningside Audio Visual to determine interest level in the utilization of an electronic timekeeping system. This survey will be conducted by May 1, 2019. Electronic timekeeping will be utilized in CUIMC Facilities and/or Morningside Audio Visual if the majority of those surveyed respond favorably to its utilization.**

**Sincerely,**

**Idina Gorman  
Senior Director of Labor and Employee Relations**

**Agreed:**

**/s/**

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**Maida Rosenstein  
2110 President**

## APPENDIX B

Guidelines for same-sex domestic partner benefit coverage:

- Your partner must be an adult of the same gender, not related to you by blood, and who is not eligible for coverage through Columbia as an employee.
- You and your partner must have lived together in a committed personal relationship for at least six consecutive months before enrolling for coverage. Furthermore, you must anticipate continuing to live together in a personal relationship in which you have joint and reciprocal financial responsibilities.
- You must complete a new enrollment form (available at the Benefits Office -- 1901 Interchurch Center, Morningside Campus, or 112 Black Building, Health Sciences Campus. You need to attach two pieces of documentation that show your shared financial responsibilities. Acceptable documentation includes:
  - ⇒ joint lease or mortgage
  - ⇒ joint bank account statement
  - ⇒ joint ownership of a motor vehicle
  - ⇒ designation of your partner as primary beneficiary in your will
  - ⇒ designation of your partner as your beneficiary for your life insurance or retirement benefits
  - ⇒ assignment of power of attorney to your partner
  - ⇒ registration in New York City's Domestic Partnership Registration Program.
- Because of Internal Revenue Service (IRS) regulations, you must pay the monthly payroll contributions for your partner's portion of the coverage on an after-tax, not a pre-tax basis. In addition, under law, the amount that Columbia pays toward your domestic partner's coverage will count as taxable income. This income is subject to ordinary federal income taxation and Social Security taxes (FICA), which are normally withheld through payroll deductions.

The Benefits Office can provide you with more information about the program, as well as an enrollment form.

## **APPENDIX C DRESS CODE**

### STUDENT SERVICES DRESS POLICY

July 8, 2002

The following dress policy applies to the Office of the Vice President of Student Services, Student Financial Services, Registrar's Office, Student Information Systems, and Student Administrative Services/Health Sciences Division.

The academic year is defined as the period beginning on the Monday before Labor Day and ending on the Monday after Commencement Day. The summer is defined as the remainder of the year beginning after the end of the academic year through the start of the new academic year.

The following articles constitute appropriate dress:

#### FOR MEN

- Collared shirt and tie (Monday through Thursday except summer)
- Collared shirt, including polo shirts (Fridays and summers)
- Dress slacks
- Denim slacks in good taste (not faded, torn, patched or frayed)
- Footwear in good taste (shoes or dress sandals)
- Conservative style solid color sneakers permitted on Fridays and in summer; no high tops
- Well-groomed

#### FOR WOMEN

- Dresses, skirts or skorts
- Dress slacks or shorts
- Denim slacks in good taste (not faded, torn, patched or frayed)
- Footwear in good taste (shoes or dress sandals)
- Conservative style solid color sneakers permitted on Fridays and in summer; no high tops
- Well-groomed

The following articles are inappropriate attire for the office:

- T-shirts/Jerseys with names or logos, or regular cotton undergarments
- Shorts (except dress shorts for women)
- Sweatshirts/pants
- Sunglasses (except for medical reasons)
- See-through tops
- Halter tops
- Bare midriffs and backless tops
- Spandex leggings worn as pants
- Beach sandals
- Athletic caps/hats
- Sneakers (conservative style solid color sneakers permitted on Fridays and in summer; no high tops)

**APPENDIX D  
CASUAL AND TEMPORARY ADJUSTMENTS**

Notwithstanding the reason why a temporary or casual employee was hired, in the event that a temporary or casual employee as defined in Article 1 exceeds four months or the length of the leave being covered<sup>2</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>	CU PAYROLL CASUAL OR TEMPORARY	AGENCY TEMPORARY EMPLOYEE
<b>IF THE DEPARTMENT DECIDES TO MAKE THE POSITION A REGULAR POSITION:</b> post position, apply, be interviewed, meet minimum qualifications, be selected	<u><b>YES</b></u>	<u><b>YES</b></u>
If hired into the same position on the Columbia payroll:		
<b>Salary</b>	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.)
Union dues	Employee is responsible for payment of retroactive union dues	
If the Department decides not to make the position a regular position, or if the person is not hired onto the Columbia payroll, benefits as above plus:		
<b>Status</b>	<u>Laid off</u> : Two weeks lay off allowance, placed in lay off pool	Agency assignment terminates

In the event that temporary or casual employee works beyond the four-month limit (except as provided in footnote 4, above), the department will make a payment to the union activity fund as follows:

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

The maximum payment will be \$3400.

<sup>2</sup> Excluding employees hired to replace an employee on leave of absence or vacation within the meaning of Article 1, Section C, for the duration of such leave or vacation.

## APPENDIX E

### Salary Grid Applicable to Employees Hired Before 10/1/97

<b>2/4/19 - 2/2/20</b>	<b>Grade</b>	Less than 1 year in grade	1 full year in grade	2 full years in grade	3 full years in grade	4 or more full years in grade	90 or more months in grade
<b>3% increase</b>	<b>5</b>	<b>\$42,090</b>	<b>\$43,683</b>	<b>\$45,343</b>	<b>\$47,067</b>	<b>\$48,860</b>	<b>\$50,326</b>
	<b>6</b>	<b>\$43,877</b>	<b>\$45,545</b>	<b>\$47,276</b>	<b>\$49,077</b>	<b>\$50,952</b>	<b>\$52,481</b>
	<b>7</b>	<b>\$45,889</b>	<b>\$47,635</b>	<b>\$49,451</b>	<b>\$51,341</b>	<b>\$53,306</b>	<b>\$54,905</b>
	<b>8</b>	<b>\$48,644</b>	<b>\$50,501</b>	<b>\$52,432</b>	<b>\$54,439</b>	<b>\$56,528</b>	<b>\$58,224</b>
	<b>9</b>	<b>\$51,005</b>	<b>\$52,954</b>	<b>\$54,984</b>	<b>\$57,096</b>	<b>\$59,290</b>	<b>\$61,069</b>
	<b>9a</b>	<b>\$52,957</b>	<b>\$54,987</b>	<b>\$57,097</b>	<b>\$59,291</b>	<b>\$61,575</b>	<b>\$63,422</b>
<b>Eff. 6/3/19</b>	<b>9b</b>	<b>\$55,075</b>	<b>\$57,186</b>	<b>\$59,381</b>	<b>\$61,663</b>	<b>\$64,038</b>	<b>\$65,959</b>
<b>2/3/20 – 1/31/21</b>	<b>Grade</b>	Less than 1 year in grade	1 full year in grade	2 full years in grade	3 full years in grade	4 or more full years in grade	90 or more months in grade
<b>3% increase</b>	<b>5</b>	<b>\$43,353</b>	<b>\$44,993</b>	<b>\$46,703</b>	<b>\$48,479</b>	<b>\$50,326</b>	<b>\$51,836</b>
	<b>6</b>	<b>\$45,193</b>	<b>\$46,911</b>	<b>\$48,694</b>	<b>\$50,549</b>	<b>\$52,481</b>	<b>\$54,055</b>
	<b>7</b>	<b>\$47,266</b>	<b>\$49,064</b>	<b>\$50,935</b>	<b>\$52,881</b>	<b>\$54,905</b>	<b>\$56,552</b>
	<b>8</b>	<b>\$50,103</b>	<b>\$52,016</b>	<b>\$54,005</b>	<b>\$56,072</b>	<b>\$58,224</b>	<b>\$59,971</b>
	<b>9</b>	<b>\$52,535</b>	<b>\$54,543</b>	<b>\$56,634</b>	<b>\$58,809</b>	<b>\$61,069</b>	<b>\$62,901</b>
	<b>9a</b>	<b>\$54,546</b>	<b>\$56,637</b>	<b>\$58,810</b>	<b>\$61,070</b>	<b>\$63,422</b>	<b>\$65,325</b>
	<b>9b</b>	<b>\$56,728</b>	<b>\$58,902</b>	<b>\$61,162</b>	<b>\$63,513</b>	<b>\$65,959</b>	<b>\$67,938</b>
<b>2/1/21 - 1/31/22</b>	<b>Grade</b>	Less than 1 year in grade	1 full year in grade	2 full years in grade	3 full years in grade	4 or more full years in grade	90 or more months in grade
<b>3% increase</b>	<b>5</b>	<b>\$44,654</b>	<b>\$46,343</b>	<b>\$48,104</b>	<b>\$49,933</b>	<b>\$51,836</b>	<b>\$53,391</b>
	<b>6</b>	<b>\$46,549</b>	<b>\$48,318</b>	<b>\$50,155</b>	<b>\$52,065</b>	<b>\$54,055</b>	<b>\$55,677</b>
	<b>7</b>	<b>\$48,684</b>	<b>\$50,536</b>	<b>\$52,463</b>	<b>\$54,467</b>	<b>\$56,552</b>	<b>\$58,248</b>
	<b>8</b>	<b>\$51,606</b>	<b>\$53,576</b>	<b>\$55,625</b>	<b>\$57,754</b>	<b>\$59,971</b>	<b>\$61,770</b>
	<b>9</b>	<b>\$54,111</b>	<b>\$56,179</b>	<b>\$58,333</b>	<b>\$60,573</b>	<b>\$62,901</b>	<b>\$64,788</b>
	<b>9a</b>	<b>\$56,182</b>	<b>\$58,336</b>	<b>\$60,574</b>	<b>\$62,902</b>	<b>\$65,325</b>	<b>\$67,285</b>
	<b>9b</b>	<b>\$58,429</b>	<b>\$60,669</b>	<b>\$62,997</b>	<b>\$65,418</b>	<b>\$67,938</b>	<b>\$69,976</b>
<b>NOTE:</b>	This salary grid is printed for information purposes in the event that an employee hired prior to October 1, 1997, may be affected by the step increments in effect until that date.						



## APPENDIX F

Unconstitutional or PreemptedHeld Invalid Nevada v. United States Department of Labor, ED Tex., Aug 31, 2017

### Code of Federal Regulations

#### Title 29. Labor

#### Subtitle B. Regulations Relating to Labor

#### Chapter V. Wage and Hour Division, Department of Labor

#### Subchapter A. Regulations

#### Part 541. Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Computer and Outside Sales Employees (Refs & Annos)

#### Subpart B. Executive Employees

### 29 C.F.R. § 541.100

#### § 541.100 General rule for executive employees.

#### Currentness

<For statute(s) affecting validity, see: 29 USCA § 213(a)(1).>

<In State of Nevada, et al v. United States Department of Labor (United States District Court, E.D. Texas, Sherman Division, November 22, 2016 218 F.Supp.3d 520,2016 WL 6879615), the court held that "the Department's Final Rule described at 81 Fed. Reg. 32,391 is hereby enjoined. Specifically, Defendants are enjoined from implementing and enforcing the following regulations as amended by 81 Fed. Reg. 32,391; 29 C.F.R. §§ 541.100, 541.200, 541.204, 541.300, 541.400, 541.600, 541.602, 541.604, 541.605, and 541.607 pending further order of this Court.">

(a) The term "employee employed in a bona fide executive capacity" in section 13(a)(1) of the Act shall mean any employee:

<Text of subsection (a)(1) effective until Dec. 1, 2016, but enjoined from implementation or enforcement.>

(1) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

<Text of subsection (a)(1) effective Dec. 1, 2016, but enjoined from implementation or enforcement.>

(1) Compensated on a salary basis pursuant to § 541.600 at a rate per week of not less than the 40th percentile of weekly earnings of full-time nonhourly workers in the lowest-wage Census Region (or 84 percent of that amount per week, if employed in American Samoa by employers other than the Federal government), exclusive of board, lodging or other facilities. Beginning January 1, 2020, and every three years thereafter, the Secretary shall update the required salary amount pursuant to § 541.607;

(2) Whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof;

(3) Who customarily and regularly directs the work of two or more other employees; and

(4) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to

**the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight.**

**(b) The phrase "salary basis" is defined at § 541.602; "board, lodging or other facilities" is defined at § 541.606; "primary duty" is defined at § 541.700; and "customarily and regularly" is defined at § 541.701.**

**[81 FR 32549, May 23, 2016]**

**AUTHORITY: 29 U.S.C. 213; Pub.L. 101-583, 104 Stat 2871; Reorganization Plan No. 6 of 1950 (3 CFR, 1945-53 Comp., p. 1004); Secretary's Order 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014).**

**Notes of Decisions (147)**

**Current through Feb. 7, 2019; 84 FR 2464**

**Code of Federal Regulations**

**Title 29. Labor**

**Subtitle B. Regulations Relating to Labor**

**Chapter V. Wage and Hour Division, Department of Labor**

**Subchapter A. Regulations**

**Part 541. Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Computer and Outside Sales Employees (Refs & Annos)**

**Subpart C. Administrative Employees**

**29 C.F.R. § 541.200**

**§ 541.200 General rule for administrative employees.**

**Currentness**

<In State of Nevada, et al v. United States Department of Labor (United States District Court, E.D. Texas, Sherman Division, November 22, 2016 218 F.Supp.3d 520, 2016 WL 6879615), the court held that "the Department's Final Rule described at 81 Fed. Reg. 32,391 is hereby enjoined. Specifically, Defendants are enjoined from implementing and enforcing the following regulations as amended by 81 Fed. Reg. 32,391; 29 C.F.R. §§ 541.100, 541.200, 541.204, 541.300, 541.400, 541.600, 541.602, 541.604, 541.605, and 541.607 pending further order of this Court.">

- (a) The term "employee employed in a bona fide administrative capacity" in section 13(a)(1) of the Act shall mean any employee:

<Text of subsection (a)(1) effective until Dec. 1, 2016, but enjoined from implementation or enforcement.>

- (1) Compensated on a salary or fee basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

<Text of subsection (a)(1) effective Dec. 1, 2016, but enjoined from implementation or enforcement.>

- (1) Compensated on a salary or fee basis pursuant to § 541.600 at a rate per week of not less than the 40th percentile of weekly earnings of full-time nonhourly workers in the lowest-wage Census Region (or 84 percent of that amount per week, if employed in American Samoa by employers other than the Federal government), exclusive of board, lodging or other facilities. Beginning January 1, 2020, and every three years thereafter, the Secretary shall update the required salary amount pursuant to § 541.607;

- (2) Whose primary duty is the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and

- (3) Whose primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

- (b) The term "salary basis" is defined at § 541.602; "fee basis" is defined at § 541.605; "board, lodging or other

facilities" is defined at § 541.606; and "primary duty" is defined at § 541.700.

[81 FR 32549, May 23, 2016]

**AUTHORITY:** 29 U.S.C. 213; Pub.L. 101-583, 104 Stat. 2871; Reorganization Plan No. 6 of 1950 (3 CFR, 1945-53 Comp., p. 1004); Secretary's Order 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014).

**Notes of Decisions (211)**

**Current through Feb. 7, 2019; 84 FR 2464**

**Code of Federal Regulations**

**Title 29. Labor**

**Subtitle B. Regulations Relating to Labor**

**Chapter V. Wage and Hour Division, Department of Labor**

**Subchapter A. Regulations**

**Part 541. Defining and Delimiting the Exemptions for Executive, Administrative, Professional,  
Computer and Outside Sales Employees (Refs & Annos)**

**Subpart D. Professional Employees**

**29 C.F.R. § 541.300**

**§ 541.300 General rule for professional employees.**

**Currentness**

<In State of Nevada, et al v. United States Department of Labor (United States District Court, E.D. Texas, Sherman Division, November 22, 2016 218 F.Supp.3d 520, 2016 WL 6879615), the court held that "the Department's Final Rule described at 81 Fed. Reg. 32,391 is hereby enjoined. Specifically, Defendants are enjoined from implementing and enforcing the following regulations as amended by 81 Fed. Reg. 32,391; 29 C.F.R. §§ 541.100, 541.200, 541.204, 541.300, 541.400, 541.600, 541.602, 541.604, 541.605, and 541.607 pending further order of this Court.">

(a) The term "employee employed in a bona fide professional capacity" in section 13(a)(1) of the Act shall mean any employee:

<Text of subsection (a)(1) effective until Dec. 1, 2016, but enjoined from implementation or enforcement.>

(1) Compensated on a salary or fee basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging, or other facilities; and

<Text of subsection (a)(1) effective Dec. 1, 2016, but enjoined from implementation or enforcement.>

(1) Compensated on a salary or fee basis pursuant to § 541.600 at a rate per week of not less than the 40th percentile of weekly earnings of full-time nonhourly workers in the lowest-wage Census Region (or 84 percent of that amount per week, if employed in American Samoa by employers other than the Federal government), exclusive of board, lodging or other facilities. Beginning January 1, 2020, and every three years thereafter, the Secretary shall update the required salary amount pursuant to § 541.607; and

(2) Whose primary duty is the performance of work:

(i) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction; or

(ii) Requiring invention, imagination, originality or talent in a recognized field of artistic or

**creative endeavor.**

**(b) The term "salary basis" is defined at § 541.602; "fee basis" is defined at § 541.605; "board, lodging or other facilities" is defined at § 541.606; and "primary duty" is defined at § 541.700.**

**[81 FR 32549, May 23, 2016]**

**AUTHORITY: 29 U.S.C. 213; Pub.L. 101-583, 104 Stat. 2871; Reorganization Plan No. 6 of 1950 (3 CFR, 1945-53 Comp., p. 1004); Secretary's Order 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014).**

**Notes of Decisions (36)**

**Current through Feb. 7, 2019; 84 FR 2464**