

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**THE TRUSTEES OF COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK  
(Faculty House)**

AND

**UNITE HERE,  
LOCAL 100 - AFL-CIO**

**April 1, 2018- March 31, 2021**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition & Collective Bargaining Unit	1
2	Union Security & Check-Off	1
3	Union Activity	3
4	Hiring	4
5	Probationary Period	4
6	Discipline & Discharge	5
7	Grievance & Arbitration	5
8	Wages, Hours & Overtime	8
9	Non-Discrimination	11
10	Holidays	11
11	Vacation	13
12	Sick Leave	14

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
13	Leave Of Absence	15
14	Seniority	16
15	Working Conditions	18
16	Welfare, Medical, Insurance Benefits	19
17	Union Pension Fund	20
18	Definitions	20
19	Tuition Exemption	22
20	Job Training	24
21	Child Care	26
22	Management Rights	27
23	Past Practice	27
24	No Strike No Lock-out	27
25	Separability	28
26	Assignment	28
27	Compliance with Regulations	28
28	Term of Agreement	29

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	SCHEDULE A – Wage Schedule	31
	SCHEDULE 1 – Welfare, Medical and Insurance Benefits	33
	SCHEDULE 2 – Union Pension Fund	35
	SCHEDULE 3 – Settlement Agreement and Limited Release	36
	SCHEDULE 4 – Tips and Gratuities	
A.	<u>Dining</u> Memorandum of Agreement (April 16, 2013)	40
B.	<u>Catering Events</u> Memorandum of Agreement (September 23, 2013)	41
	SCHEDULE 5 – Additional Attendant Charge	42

**AGREEMENT** made this **14<sup>th</sup>** day of **June 2018**, by and between the **TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK** (hereinafter called the “Employer”) and **HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION, LOCAL 100, AFL-CIO**, and having its principal place of Business at 321 West 44<sup>th</sup> Street, 5<sup>th</sup> Floor, New York, New York 10036 (hereinafter called the “Union”).

**WITNESSETH:**

**WHEREAS** the parties desire, by collective bargaining, to establish and maintain harmonious labor relations.

**NOW THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:**

**ARTICLE 1**

**RECOGNITION AND COLLECTIVE BARGAINING UNIT**

The Employer recognizes the Union as the sole collective bargaining representative of all Employees employed by the Employer at its Faculty House location, working in job classifications covered by this Agreement, as set forth in Schedule A which is attached hereto and made a part hereof, excluding supervisory employees and University students who are part-time employees.

**ARTICLE 2**

**UNION SECURITY AND CHECK-OFF**

1. It shall be condition of employment that all Employees of the Employer covered by the Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on or

after the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing of the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Union.

2. Employees engaged from a source other than the Union shall make application for membership in the Union. The Union agrees to make such membership available on the same terms and conditions generally applicable to other members.
3. The Employer, for those bargaining unit Employees who authorize it, shall deduct from the wages of such bargaining unit Employees the regular Union initiation fees and membership dues (including assessments that have been approved by the Executive Board and voted on by the membership in accordance with the By-Laws of the Union) and remit the same to the duly authorized representatives of the Union no later than the last day of each month for which such deductions are to be made. Said Union initiation fees, dues and assessments shall be deducted from the amounts due employees; provided that such Employees shall have earned an amount sufficient to cover such initiation fees, dues and assessments, or pay an amount in lieu of dues and initiation fees which represents the Union's cost germane to representing employees.
4. The Employer shall receive seventy-two (72) hours written notice to discharge any Employee for non-payment of Union dues or initiation fees. Upon the affected Employee's failure to make such payment within said seventy-two (72) hours, the Employer agrees immediately to discharge said Employee.
5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be

the sole and exclusive obligation and responsibility of the Union.

6. The Employer agrees to provide the Union with a monthly bargaining unit list in electronic format.

### **ARTICLE 3**

#### **UNION ACTIVITY**

1. The Union shall designate and the Employer shall recognize a Shop Steward(s) in the place of business of the Employer, selected from among the Employees. The Shop Steward(s) shall take up with the Employer any grievances or violations of this Agreement, subject to the Union's approval, pursuant to the procedure set forth under Article 7 of this Agreement.
2. Official representatives of the Union shall be admitted to the Employer's premises at all reasonable times as may be deemed necessary to observe the working conditions existing in the operation of the Employer in connection with the performance of this contract, provided said inspection does not interfere with the operation of the facilities, and/or the Employer or with any of the work of the Employees who may be assigned to duty at the time. Said representatives shall first make their presence known to the manager or supervisor upon entering the establishment.
3. The Employer agrees to maintain a bulletin board on which official Union notices to the employees may be posted.
4. The Employer does further agree that Employees covered by this Agreement shall be permitted to wear Union buttons while performing their regular assigned duties.

## ARTICLE 4

### HIRING

1. The Employer agrees that in the event a vacancy occurs in the establishment he/she shall first notify the Union or such agency as the Union may designate of such job opening and give the Union at least forty-eight (48) hours time to fill such vacancy. The Union agrees that in supplying Employees for such vacancy, it will take into account only the applicant's ability, experience, length of service in the industry, but shall not discriminate against any job applicant because of race, religion, age, sex or membership or non-membership in the Union. In the event that the Union, or such agency as the Union may hereafter designate, cannot furnish the Employees requested by the Employer within forty-eight (48) hours after the receipt of such request, the Employer may engage such Employees from any other source.
2. The Employer, at all times retains the right to reject any job applicant referred by the Union.
3. In the event that an Employee is unable to report to work on a given day, he/she shall notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled workday, unless a satisfactory excuse is given for the Employee's inability to call. Replacement Employees shall be hired as set forth above, except in emergency situations, for a period no longer than the Employee being replaced is absent. Employee replacements shall be paid for work performed at the same rate as the regular employee.

## ARTICLE 5

### PROBATIONARY PERIOD

The probationary period for newly hired Employees is ninety (90) days. The Employer may extend the probationary period for an additional **sixty (60)** days, which will not be unreasonably denied. After an Employee has completed the probationary, he/she shall be considered acceptable, and he/she



shall not be dismissed except for just cause. All other terms of this Agreement shall be applicable to such Employees from the date of employment.

## **ARTICLE 6**

### **DISCIPLINE AND DISCHARGE**

1. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. Otherwise, such claims shall be deemed to have been waived. Where requested, the dispute shall be submitted and determined under Grievance and Arbitration Procedure set forth under Article 7 of this Agreement, however, commencing at Step 3 of the grievance procedure.
2. Material relating to suspensions shall be removed from the Employee's University personnel record after two (2) years if no other similar disciplinary action(s) has occurred during this period. Material relating to oral or written warnings will be removed after one (1) year if no other similar disciplinary action(s) has occurred during this period and the Employee has shown that he/she has been rehabilitated subsequent to the discipline.

## **ARTICLE 7**

### **GRIEVANCE AND ARBITRATION**

In the event any dispute or controversy should arise between the Employer and the Union as to the application or interpretation of this Agreement, such dispute or controversy shall be processed and disposed of in the following manner:

### **Step 1.**

Within a five (5) working day period (except as provided in Article 6, of this Agreement), an Employee having a grievance and/or his/her Union representative shall take it up with the Manager of the Faculty House. The Manager of the Faculty House shall give his/her answer to the Employee and/or his/her Union representative within five (5) working days after the presentation of the grievance in Step 1. The Employee has the right to have a Shop Steward, or other Union representative, present at meetings with management to discuss grievances.

### **Step 2.**

If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the Director of Human Resources or his/her designee. The written grievance shall state with reasonable clarity the nature of the grievance, the act or acts complained of and when they occurred, the identity of the Employees who claimed to be aggrieved, the provisions of this Agreement which are claimed to have been violated (except in the case of discipline or discharge), and the remedy which is sought. A grievance so presented in Step 2 shall be answered by the Director of Human Resources in writing within five (5) working days after its presentation.

### **Step 3.**

1. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step, in writing, to the Vice President of Employee and Labor Relations or his/her representative. The written grievance shall state with reasonable clarity the nature of the grievance, the act or acts complained of and when they occurred, the identity of the Employee or Employees who claimed to have been violated (except in the case of discipline or discharge), and the remedy which is sought. The Vice President of Employee and Labor

Relations or his/her representative shall render a decision in writing within **ten (10) working days** after the presentation of the grievance in this step.

2. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.
3. Any disposition of grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
4. The above-mentioned time periods shall apply equally to the Union and the Employer.
5. Mutually satisfactory arrangements may be made to handle grievances during working hours provided that said meetings shall not interfere with the Employer's required operations and/or with the work of the Shop Steward and/or Employees assigned to duty at the time.
6. In the event any dispute or controversy as to the application and interpretation of this Agreement is not resolved in Steps 1, 2 or 3 of the grievance procedure outlined above, such dispute or controversy may, within thirty (30) days after completion of step 3 of the grievance procedure, be referred to an Arbitrator selected in accordance with the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties hereto.
7. The Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this agreement.
8. The cost of such arbitration proceedings shall be borne equally by both parties to this Agreement. Each party shall, however, bear its own legal expenses and those of the witnesses to the proceedings.

**ARTICLE 8**

**WAGES, HOURS AND OVERTIME**

1. The new hire entry rate, for all regular full-time and part-time employees will be implemented in accordance with Schedule A.
  
2. (a) **Effective June 18, 2018, all regular full-time and part-time Employees will receive a one (\$1) dollar increase added to the current hourly wage for all job classifications.**  
  
(b) **Effective June 18, 2018, all regular full-time and part-time Employees will receive a three percent (3%) wage rate increase. Employees on payroll as of April 1, 2018 are eligible for the wage increase.**  
  
(c) **Effective April 1, 2019, all regular full-time and part-time Employees will receive a three percent (3%) wage rate increase. Employees on payroll as of April 1, 2019 are eligible for the wage increase.**  
  
(d) **Effective April 6, 2020, all regular full-time and part-time Employees will receive a three percent (3%) wage rate increase. Employees on payroll as of April 1, 2020 are eligible for the wage increase.**  
  
(e) **The base wage rate increases will apply to the salary schedule.**
  
3. **All eligible regular full-time and part-time Employees will receive longevity increases payable in June of each year. Entitlement to longevity increases (effective 6/1/19) will be based on years of service as of June 1<sup>st</sup> of the current year.**

<b><u>Years of Service</u></b>	<b><u>Longevity Increase</u></b>
<b>5 Years</b>	<b>\$ 225</b>
<b>10 Years</b>	<b>\$ 325</b>
<b>15 Years</b>	<b>\$ 500</b>

<b>20 Years</b>	<b>\$ 675</b>
<b>25 Years</b>	<b>\$ 850</b>
<b>30 Years</b>	<b>\$ 1025</b>

4. The Employer shall pay wages following the end of each week. An itemized statement of all legal deductions shall be given to each Employee on each payday. The payday, once established, shall not be changed except with Union consent.
  
5. **The basic workweek for full time Employees shall consist of forty (40) hours per week on five (5) days. A day's work shall consist of eight (8) hours work within nine (9) hours, two half-hour periods for meals and/or rest included. Such Employees will be eligible for overtime after working in excess of forty (40) hours per week. This does not apply to part-time Employees.**
  
6. (a) All hours worked in excess of forty (40) hours per week in categories where the regular work week under this Agreement is forty (40) hours per week shall be paid at the rate of time and one half (1-1/2) the Employee's regular wage. There shall be no pyramiding of overtime.  
  
(b) Full-time Employees shall be paid time and one-half for all hours worked on a Saturday and/or Sunday provided the other five regularly scheduled workdays of the workweek are either worked or a holiday occurs on any such other days and the other days of such workweek are regularly worked.
  
7. Overtime, if any, will be assigned to Employees by seniority within the same classification covered by this Agreement. In cases of selection of Employees for overtime assignments, or for staffing of parties, it is agreed that if no employee in a classification is available, the Employer may assign an Employee in another classification to the job, by seniority, provided that the Employee has the skill and ability to do the job.
  
8. The Employer shall determine when overtime work shall be performed.

11. All regularly scheduled Employees employed prior to the closing of Faculty House in April 2008 shall be guaranteed a full week's work in each week from September 1 through Commencement Day, excluding intercession.
12. New Employees hired for the re-opening of Faculty House shall be guaranteed a minimum of twenty (20) hours of work per week and shall receive two (2) days off in a row per week. They shall receive one (1) week's notice of their schedule.
13. New Employees hired after April 2008 will not be covered by Schedule A (1)(e) ("Party Rates").
14. Part-time work shall consist of any assignment of less than eight (8) hours per day where regular workweek under this Agreement is forty (40) hours per week. Such part-time Employees will be paid 10% less than the full-time Employee hourly rate applicable to their classification, subject to Schedule A, Section 1(b).
15. The Employer will give the Union prior notice when a diminution of business following Commencement Day necessitates a reduction in operating hours. Employees working less than forty (40) hour workweek as defined above as a result thereof shall be paid on a pro-rata basis. Necessary reductions in working hours shall be made in accordance with seniority in classification. Affected employees may choose either to accept the reduced workweek or to accept layoff status. In the event that employees choose lay-off status, the Employer shall have the right to hire temporary part-time replacements.
16. The Union shall have the right to take up with the Employer any increase or decrease of size of stations, or change of stations and, in the event of failure to agree, the Union shall have the right to treat the matter as a grievance and refer the matter for arbitration pursuant to Article 7 hereof.
17. All Employees shall report to work on the premises of the above named Employer at the designated time and perform their work and tour of duties in accordance with the Employer's needs, operating procedures and schedule of

operations. Any Employee failing to give reasonable notice to the Employer when unable to report for work as set forth in Article 4, item 3 above, due to illness or any other circumstances, will be subject to disciplinary action by the Employer.

18. Full-time Employees who are called in to work during the summer layoff will be guaranteed eight (8) hours base pay for each day they work. Per existing practice, the weekly summer layoff allowance will be reduced by one-fifth for each day worked in that week.
19. An Employee, when required to work at a higher rated bargaining unit job, shall be paid his/her rate or the rate for the other job, whichever rate is higher.

## **ARTICLE 9**

### **NON-DISCRIMINATION**

1. There shall be no discrimination by the Employer against any employee due to his/her membership in, or activities on behalf of the Union.
2. Neither the Employer nor the Union shall discriminate against or in favor of any Employee because of race, color, creed, national origin, political belief, sex, age, citizenship, marital status, sexual orientation, mental disability or physical handicap where such handicap does not impair ability to do work.

## **ARTICLE 10**

### **HOLIDAYS**

1. The following shall be holidays with pay to be paid for at the Employee's regular rate of pay:

New Year's Day  
Monday before Election Day

Election Day  
Martin Luther King Jr.'s Birthday \*  
Decoration Day (Memorial Day)  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

---

\*To be celebrated on the federal holiday.

- (a) In addition to the above holidays, the Employer will grant two (2) additional days during the Christmas Season, which dates will be announced by the 1<sup>st</sup> day of December of each year.
  - (b) In addition to the above holidays, there shall be two (2) floating holidays.
2. If a holiday falls on an Employee's regular day off or during an Employee's vacation period, he/she shall receive an additional day's pay.
  3. Should it be necessary for an Employee to work on any of the above holidays, he/she shall receive his/her regular straight time pay in addition to holiday pay. Employees shall be notified one (1) week in advance, as to whether it will be necessary for them to work on the holiday.
  4. The foregoing shall apply equally to all regular Employees, except during layoff periods.
  5. Holiday pay for part-time employees is prorated, based on the part-time Employee's average number of hours worked over the preceding academic year, divided by full-time scheduled hours. The part-time rate shall not exceed that of the full-time rate. Applicable allotments will be credited by September 1.
  6. No holiday pay shall be paid to any Employee who is scheduled, and/or required to work the day before and/or day after any holiday and fails to report for and/or actually, fails to perform his/her assigned work.



**ARTICLE 11**

**VACATION**

1. Employees shall be entitled to vacation benefits with pay according to the following schedule:

<b><u>Continuous Service as of August 31</u></b>	<b><u>Vacation Entitlement</u></b>
6 months	1 week
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	22 days
20 years	5 weeks

2. **Vacation shall be taken during the academic year that it is earned. Upon request, two (2) weeks of vacation may be carried over to be taken during the following year.**
3. Vacation pay for part-time Employees is prorated, based on the part-time Employee's average number of hours worked over the preceding academic year, divided by full-time scheduled hours. The part-time rate shall not exceed that of the full-time rate. Applicable allotments will be credited by September 1.
4. Vacations shall be scheduled in keeping with the operational needs of the Faculty House.
5. Any Employee who shall have completed six (6) months of employment and who shall be discharged, laid off or shall have terminated his/her employment for any reason whatsoever, prior to his/her vacation period, shall be entitled to vacation pay on a pro-rata basis.
6. Employees shall be required to give the Employer and the Union, in the event they are leaving the Employer's employment, one week's notice thereof. Verbal notice shall be

considered sufficient. In the event the Employee gives no notice, he/she shall not be entitled to his/her vacation pay and other benefits as set forth above.

## ARTICLE 12

### SICK LEAVE

1. The Employer agrees to continue its present sick leave policy during the term of this Agreement which is as follows:
  - (a) One day for each month worked up to one (1) year.
  - (b) After one year, full pay for twelve (12) days.
2. Sick leave pay for part-time Employees is prorated, based on the part-time Employee's average number of hours worked over the preceding academic year, divided by full-time scheduled hours. The part-time rate shall not exceed that of the full-time rate. Applicable allotments will be credited by September 1.
3. Each Employee may accumulate unused sick leave to a maximum of sixty (60) days.
4. Employees shall be entitled to sick leave pay only when they are necessarily confined to their homes or to a hospital because of illness. The Employer may require proof of illness hereunder for absences of three or more days or where a pattern of abuse appears to exist.
5. 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, child or parent of spouse or same sex domestic partner, sibling, grandparent, grandchild, family member residing in the Employee's household) **or any applicable reason under the New York City Earned Safe and Sick Time Act.**

## **ARTICLE 13**

### **LEAVE OF ABSENCE**

1. **Military Leave:**

If any Employee covered by this Agreement shall at any time while this Agreement is in effect, be drafted into or enlist in any branch of the military, naval or air forces of the United States, such Employee shall be considered as being on an indefinite leave of absence from his/her employment and shall, upon his/her return from such services, be immediately reinstated in accordance with appropriate law.

2. **Funeral Leave:**

There shall be three (3) day funeral leave with pay for Employees upon the 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. In special cases, paid leave may be granted in the event of the death of a close relative not in the immediate family. The Employer reserves the right to request proof as appropriate.

Employees may use up to five (5) additional accrued vacation or personal leave days if necessary for travel to the funeral of a covered family member outside of the New York City metropolitan area. Approval for use of such vacation or personal leave will not be unreasonably withheld.

3. **Jury Duty:**

Any Employee who serves on a jury shall be reimbursed by the Employer during such jury service for the difference between monies received by the employee or a juror and his/her wages. If released from jury duty during scheduled work hours, the Employee shall return to work. The receipt of a subpoena or

the notice to report for jury duty must be reported immediately to the Employee's supervisor.

4. **Personal Leave:**

Employees have a right to two (2) months unpaid leave of absence based on seniority, rotation, in proportion to crew size and in the amount the Faculty House can allow. Employees shall also be entitled to other reasonable leaves of absence for just cause.

5. The University shall comply with the Family and Medical Leave Act of 1993.

**ARTICLE 14**

**SENIORITY**

1. Classification seniority shall be defined as the length of time an employee has worked in a specific job classification within the Faculty House.

2. **Promotions**

Whenever a promotional opportunity occurs, the job opening shall be posted for five (5) working days. Preference for such openings shall be given to the employee in the next lower classification with the longest classification seniority within the Faculty House taking into account the Employee's work record, experience, skill, and ability, as determined by the Employer, to perform the required duties. If the Employer determines that the employee in the next lower classification does not have the skill and ability, work record or experience to perform the required duties, preference shall then be given to the next employee, who bids for the position, within the Faculty House in the next lower classification with the longest classification seniority, again provided that the Employer determines that the employee has the skill and ability, work record and experience to perform the required duties, and so on.

If the opening is not filled from within the Faculty House, then the vacancy shall be filled in accordance with the provisions of Article 4.

3. **Layoff**

In the event the Employer desires to lay off an Employee, such lay off shall be with one (1) week prior written notice to the Employee, with a copy to the Union. If such notice is not given, the Employee will be paid for time lost. Layoffs and rehiring shall be in accordance with seniority in job classifications.

(a) Employees so laid off shall be rehired as the need arises according to their classification seniority.

(b) Classification seniority rights in the filing of vacancies shall prevail, including part-time Employees. In the event a full-time job becomes available such vacancy shall be filled by a part-time Employee in the establishment in order of seniority, provided such Employee is deemed qualified to do work.

(c) Any Employee permanently laid off from his/her employment shall be entitled to one (1) week's severance pay for each year worked up to a maximum of fifteen (15) weeks pay in addition to other monies due.

(d) When an employee is temporarily laid off, is given a definite date of return to work and is denied Unemployment Compensation Benefits solely because of the Amendment effective July 20, 1983 to Section 590.11 of the Labor Law, the University will pay such employee the sum of **\$220** per week beginning with the second week of employment, and during such period of temporary unemployment, said sum to be reduced by an amount earned as a result **at the University** 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.

- (1) The layoff allowance rate for part-time Employees is prorated, based on the part-time employee's average number of hours worked over the preceding academic year, divided by full-time scheduled hours. The part-time rate shall not exceed that of the full-time rate. Applicable allotments will be credited by September 1.
- (2) In the event that the layoff allowance for Employees in Dining Services is increased during the term of this agreement, employees represented by Local 100 will receive the same increase.

## **ARTICLE 15**

### **WORKING CONDITIONS**

1. Employees' linens, uniforms or other articles of wearing apparel required by the Employer shall be furnished, maintained and laundered at the Employer's expense.

The University shall provide the employees with one pair of working shoes once per calendar year. The working shoes shall be worn while at work.

Employees who work in the dining room will be provided with regularly laundered aprons at the Employer's expense. Kitchen Employees' linens, uniforms or other articles of wearing apparel required by the Employer shall be furnished, maintained and laundered at the Employer's expense. Employee name and title will be included on uniforms for the Sous Chef and Garde Manger.

2. All full-time employees shall receive, without charge, two (2) meals per day. Part-time Employees shall receive without charge, one (1) meal per day. Each meal period shall be one half (1/2) hour duration.
3. The Employer agrees to provide sanitary and safe lockers, which are not accessible to the public, and to insure safeguarding of possessions of employees on the premises.

The Employer shall also provide sanitary and adequate dressing rooms and space where employees may eat their meals.

4. The Employer shall not deduct any money from the wages or collect any money from any Employee for busboy's breakage or any other purpose except as required by law.
5. Employees shall make reasonable effort to process credit card charges accurately, where such practices now prevails, but in no event shall they assume responsibility for the validity of the card or the failure of the Employer to be reimbursed for the amount of said charges for any reasons.
6. The Employer shall offer Employees, whose regular job classification duties are not required during special banquets or catering functions, the opportunity to work, with the following understanding:
  - (a) The Employees must be qualified to perform the duties and this determination is within management's sole discretion. Crossing training will be provided at no cost to Faculty House, cross training, will take place during the Employees' own time or during slow work-time periods and will be at management's sole discretion.
  - (b) The Employees' primary job responsibilities take priority at all times and such determination is within management's sole discretion.

## **ARTICLE 16**

### **GROUP WELFARE, MEDICAL, INSURANCE BENEFITS**

The Employer agrees to make contributions toward welfare, insurance and medical benefits for the Employees covered by this Agreement as provided for in Schedule 1 annexed hereto, the terms and provisions of Schedule 1 being specifically incorporated herein by reference.

## **Group Life Insurance**

**1. Effective January 1, 2019, Employees who have completed six (6) months of service will be covered by life insurance in the amount of one (1) times base salary up to \$50,000 at no cost to the employee.**

- a. The Employee shall have the option to purchase an additional, like amount of five (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).**

## **ARTICLE 17**

### **UNION PENSION FUND**

The Employer agrees to make contributions toward pensions benefits for the Employees covered by this Agreement as provided for Schedule 2 annexed hereto, the terms and provisions of Schedule 2 being specifically incorporated herein by reference.

## **ARTICLE 18**

### **DEFINITIONS**

Effective April 1, 2002, the collective bargaining agreement between the Employer and the Union is amended by adding a new Article as follows:

- A. For purposes of Health and Welfare contributions, part time Employees are those Employees who have a regularly assigned schedule of at least twenty (20) hours a week and who are expected, at the time of hire, to serve continuously for more than four (4) months. For purposes of Health and**



Welfare contributions, regular full time Employees are those employees who have a regularly assigned schedule of forty (40) hours per week for dining room employees and thirty five (35) hours per week for kitchen employees and who are expected, at the time of hire, to serve continuously for more than four (4) months. **Effective 6/18/18** all regular full time Employees are those employees who have a regularly assigned schedule of forty (40) hours per week and who are expected, at the time of hire, to serve continuously for more than four (4) months. Nothing herein shall be construed to change the provisions of Article 5.

- B. Fund contributions shall not be due for, any person hired in any capacity through an agency, party staff; persons hired to cover for vacations, illnesses, or leaves of absence for up to four (4) months; or for part time or casual Employees who average less than twenty (20) hours per week during the academic year.
- C. Temporary Employees are those Employees hired for a period of up to four (4) months and who are so informed at time of hire. If a Temporary Employee becomes a Regular Full Time or Regular Part Time Employee, the period as a Temporary Employee shall be in lieu of a probationary period, provided that the job classification remains unchanged and he/she held it for four (4) or more months as a temporary employee. Upon becoming a regular full time or regular part time Employee, bargaining unit seniority shall be retroactive to the last date of continuous employment. In such cases, the immediate previous period of temporary employment shall be credited for calculation of benefits under this Agreement, it being understood, however, that such period shall not result in any retroactive coverage or in any retroactive contribution to any benefit plan. Nothing herein shall be construed to change the provisions of Article 5.

**ARTICLE 19**

**TUITION EXEMPTION**

The University shall provide tuition exemption as follows:

For Employees hired after March 12, 2015, there will be a two semester waiting period (administered as 7 months) for “self” and spouse. This waiting period represents two-semesters of continuous service.

1. Full-time Employees:

Less than one (1) year of employment	6 credits per semester (maximum of two (2) courses)
More than one (1) year of employment	7 credits per semester (maximum two (2) courses)

In 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. Tuition exemption is not available during periods of leave and/or layoff.

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

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

3. Tuition Exemption Limits:

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

4. Eligible Courses:

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

(a) That the course is given by a department or school of the Columbia Corporation. Courses given by Teacher College or Barnard will not be tuition exempt for children or spouses.

(b) That, in the case of children, they must be enrolled as candidates for a Bachelor, Professional or higher degree. In cases where the son or daughter is registered as a degree candidate outside the University system but is able to obtain admission as a non-matriculated special student at Columbia, tuition exemption shall be granted.

(c) That enrollment in summer courses is subject to the existing language in Section 1 above.

5. Age Limits:

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

6. Eligibility:

The spouse and children of eligible full-time bargaining unit Employees shall be entitled to utilization of any employee's unused portion of credit as outlined in this Agreement. For all new hires, the employee's spouse shall be eligible for full utilization as outlined in this Agreement after a two semester waiting period (administered as 7 months), but the employee's

children shall not be eligible until the Employee has bargaining unit seniority for a minimum of four (4) years at Columbia University.

## **ARTICLE 20**

### **JOB TRAINING**

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

**The University will provide the following amounts to be used during each calendar year for the term of the agreement:**

**2018: up to \$7,500  
2019: up to \$10,000  
2020: up to \$10,000**

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

- 1. Subject to the funding limitation set forth above, the parties agree that Employees who completed six (6) months employment with the University may apply for funding for education or training programs, and will be awarded funds to be used for such programs subject to the University's approval. The University will not award more than \$2,000 per Employee per calendar year. Applications will be considered prior to the beginning of the summer, fall, and spring terms each year.**
- 2. The following are approved types of education and training programs:**
  - a. Tuition for any accredited degree program in a course of study at another college or university.**

- b. Training programs, education, and training in order to upgrade Employee's skills and enhance productivity, and to qualify employees for better positions (i.e. culinary school certification programs).**

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

- 3. Employees are responsible for the cost of non-tuition fees, books, or**
- 4. Employees are responsible for applying for and being admitted to any approved program set forth in paragraph 2.**
- 5. Employees will be expected to take courses during non-work time.**
- 6. In the event that the request for benefits under this agreement exceeds the available funding, the University and Union leadership will determine how to allocate the funding. The committee will endeavor to maximize the number of Employees who receive at least some benefit. Bargaining unit seniority may be considered along with other factors in allocation of funds.**
- 7. a. Cost covered by scholarships or grants to the Employee are not covered by this agreement.**
  - b. Employees who receive funding are required to present satisfactory evidence that they successfully completed the particular program/course(s) for which they received funding before being eligible for additional funding. Employees who do not successfully complete a particular program/course(s) or who terminate their**

**employment prior to completing a particular program/course(s) will be responsible for repayment of the funding for that program/course(s).**

- 8. The University believes that Employees are not required to pay income taxes on the value of the benefit received under this agreement. If at any time the IRS disputes the University's interpretation, Employees may be liable for taxes on the cash value of any benefits received, plus any penalty and interest assesses by the IRS or any taxing authority against the Employee.**

## **ARTICLE 21**

### **CHILD CARE**

1. Eligible full-time Employees can elect to receive up to a \$2,000 contribution from Columbia University to a Dependent Care Flexible Spending Account (FSA). If the employee elects this benefit during the year, as a new hire or pursuant to a qualified life status change, the Employee will receive a prorated portion of the benefit.

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

2. Participation in Child Care Benefit: Employees may elect to participate in the Child Care Benefit, on the same terms and conditions, as those provided to salaried employees of Columbia University under the Columbia University's Child Care Benefit, as such benefit may be modified from time to time in the sole discretion of the University. Any

changes or modifications to the Child Care Benefit will apply equally to union and salaried participants.

## **ARTICLE 22**

### **MANAGEMENT RIGHTS**

The Employer retains the right to plan, determine, direct and control the nature and extent of all its operations, and to install or introduce any new or improved production methods or facilities and to maintain efficient operations. The Employer retains its inherent right to direct and control its working force personnel, to determine the number of various jobs, assignments required, and to designate the type of position, assignment and reassignments, which it deems any employee is qualified to fill.

## **ARTICLE 23**

### **PAST PRACTICE**

All present practices and privileges enjoyed by the Employees, which are better than those herein provided for, shall be continued.

## **ARTICLE 24**

### **NO STRIKE NO LOCK-OUT**

During the term of this Agreement, there shall be no strikes, slowdowns, picketing, boycotts or any other Union activity directed against the business interests or operations of the Employer. The Employer agrees that during the term of this Agreement there shall be no lockouts. The Union agrees to cooperate with the Employer in every way possible to seek prompt discontinuance of any indicated or actual violation of this provision.

## **ARTICLE 25**

### **SEPARABILITY**

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

## **ARTICLE 26**

### **ASSIGNMENT**

1. In the event of the sale of the business, it shall be incumbent upon the Employer to notify the Union of the impending sale and to notify the prospective purchaser of the existence of the Agreement, and to attempt to obtain from said prospective purchaser a written undertaking by the latter, assuming the terms and conditions of the Agreement and the payment of accrued holidays, vacations, wages, insurance, pensions and all other benefits accrued and accruable under the provisions of this Agreement, including the seniority of each Employee from his/her date of hire.
2. In the event the closing of the Faculty House, the Employer shall make efforts to refer Employees of the Faculty House to other departments for jobs in Columbia University, if the Employee so desires and where the Employee is qualified to perform the work.

## **ARTICLE 27**

### **COMPLIANCE WITH REGULATIONS**

Both the Employer and Union and all Employees covered by this Agreement who are employed at the above named



establishment, shall be subjected to all the laws of the United States and of the State. Each Employee covered by this Agreement shall procure a health permit and/or any other license or permit as may be required by any State or Local law, Rule or Regulation as a condition of employment, and the required fee thereof shall be paid by the employees covered by this Agreement.

**ARTICLE 28**

**TERM OF AGREEMENT**

1. This Agreement shall remain in effect from **April 1, 2018** to **March 31, 2021** inclusive, and thereafter from year to year, unless either party, sixty (60) days prior to the anniversary date, signifies in writing its desire to change or modify this Agreement.
2. This Agreement shall not be changed, altered, modified or amended, unless in writing, signed by the authorized representatives of the parties. The Employer shall not enter into any individual contract with any member of the Union.

**IN WITNESS WHEREOF** the Union and the University have executed this Agreement this **14<sup>th</sup> day of June, 2018**.

**FOR THE UNION:**

HOTEL EMPLOYEES  
AND RESTAURANT  
EMPLOYEES UNION,  
LOCAL 100 AFL-CIO

**/s/ Jose Maldonado**

\_\_\_\_\_  
**Jose Maldonado**  
Secretary - Treasurer

**FOR THE EMPLOYER:**

THE TRUSTEES OF  
COLUMBIA UNIVERSITY  
IN THE CITY OF  
NEW YORK

**/s/ Daniel Driscoll**

\_\_\_\_\_  
**Daniel Driscoll**  
Vice President and  
Chief Human Resources  
Officer

Blank Page

**THE FACULTY HOUSE OF COLUMBIA UNIVERSITY**

**SCHEDULE A**

**1. (a) Basic Hourly Rate for Full-Time & Part-Time Regular Employees in the Following Job Titles:**

	<b><u>Effective 6/18/18</u></b>		<b><u>Effective 4/1/19</u></b>		<b><u>Effective 4/6/20</u></b>	
	<b><u>Full-Time</u></b>	<b><u>Part-Time</u></b>	<b><u>Full-Time</u></b>	<b><u>Part-Time</u></b>	<b><u>Full-Time</u></b>	<b><u>Part-Time</u></b>
Bartender	<b>\$17.83</b>	<b>\$16.15</b>	<b>\$18.36</b>	<b>\$16.63</b>	<b>\$18.91</b>	<b>\$17.13</b>
Head Bartender	<b>\$19.50</b>	<b>\$17.66</b>	<b>\$20.09</b>	<b>\$18.19</b>	<b>\$20.69</b>	<b>\$18.74</b>
Hostess	<b>\$19.50</b>	<b>\$17.66</b>	<b>\$20.09</b>	<b>\$18.19</b>	<b>\$20.69</b>	<b>\$18.74</b>
Waiter/ess	<b>\$17.83</b>	<b>\$16.15</b>	<b>\$18.36</b>	<b>\$16.63</b>	<b>\$18.91</b>	<b>\$17.13</b>
Head Waiter	<b>\$19.50</b>	<b>\$17.66</b>	<b>\$20.09</b>	<b>\$18.19</b>	<b>\$20.69</b>	<b>\$18.74</b>
Roundsperson	<b>\$18.77</b>	<b>\$17.00</b>	<b>\$19.33</b>	<b>\$17.51</b>	<b>\$19.91</b>	<b>\$18.04</b>
Sous Chef	<b>\$20.72</b>	<b>\$18.75</b>	<b>\$21.34</b>	<b>\$19.31</b>	<b>\$21.98</b>	<b>\$19.89</b>
Head Porter	<b>\$16.80</b>	<b>\$15.23</b>	<b>\$17.30</b>	<b>\$15.69</b>	<b>\$17.82</b>	<b>\$16.16</b>
Porter	<b>\$15.49</b>	<b>\$14.96</b>	<b>\$15.95</b>	<b>\$15.41</b>	<b>\$16.43</b>	<b>\$15.87</b>

(b) Effective January 1, 2014, part-time Employees will receive the full-time hourly rate phased in over two (2) years of service. All part-time service after January 1, 2014 counts towards attainment of the full-time rate.

(c) The Head Waiter will be paid an hourly rate ten percent (10%) higher than the Waiter hourly rate.

(d) The Hostess will be paid an hourly rate ten percent (10%) higher than the Waitress hourly rate.

(e) Employees hired prior to April 30, 2008, will receive the following Party Rates:

Waiter/ess	20.00/hr
Bartender	20.00/hr

Bartenders shall serve seventy-five (75) guests when working a full service bar. If more guests are served, they shall be paid on a pro-rata basis.

On pre-arranged luncheons and dinners, waiters and waitresses shall serve twenty (20) covers or less. Over covers shall be paid on a pro-rata basis.

Buffet: There shall be one (1) waiter/waitress for each forty (40) persons.

Receptions shall be one (1) waiter/waitress per seventy-five (75) guests.

Continental breakfast for fifteen (15) or more guests will be assigned to a waiter/waitress with a minimum of two (2) hours.

**Setup Times for Party Functions:**

Reception:	1 hour
Buffet (1 Server):	1 3/4 hrs
Buffet (Multi Servers):	1 1/4 hrs
Sitdown Dinner:	1 hour
Bar For Parties:	
*Special Parties (i.e. Weddings, Bar Mitzvah):	
Bar	2 hours
Waiter/ess	2 hours

- (f) **Effective 6/18/18, The University will create the new job classification of “Head Bartender.” The Head Bartender will be paid an hourly rate ten percent (10%) higher than the Bartender hourly rate.**

\*This includes parties that require more than the usual daily set-up

## SCHEDULE 1

The Employer agrees to contribute to the UNITE HERE HEALTH Fund (“Fund”) the sum of:

<b>PLAN B</b>	<b>Weekly Cost</b>	<b>Annual Cost</b>	<b>Annual Increase</b>
<b>Effective 4/1/18</b>	<b>\$362.48</b>	<b>\$18,848.96</b>	<b>0%</b>
<b>Effective 4/1/19</b>	<b>\$369.73</b>	<b>\$19,225.96</b>	<b>2%</b>
<b>Effective 4/1/20</b>	<b>\$388.21</b>	<b>\$20,186.92</b>	<b>5%</b>
<b>PLAN A</b>	<b>Weekly Cost</b>	<b>Annual Cost</b>	<b>Annual Increase</b>
<b>Effective 4/1/18</b>	<b>\$281.94</b>	<b>\$14,660.88</b>	<b>0%</b>
<b>Effective 4/1/19</b>	<b>\$287.57</b>	<b>\$14,953.64</b>	<b>2%</b>
<b>Effective 4/1/20</b>	<b>\$301.95</b>	<b>\$15,701.40</b>	<b>5%</b>

For employees hired prior to April 30, 2008 the Employer will make welfare contributions at the Plan “B” rate.

For employees hired on or after April 30, 2008, the Employer will make welfare contributions at the Plan “A” rate.

Contributions will be made for each week of active employment and during periods of temporary layoff, as well as absences for which the employee is paid, for regular full/part time Employees.

1. The Employer agrees to contribute for each Regular Full Time and Regular Part Time Employee covered by this Agreement the sum as listed above to the UNITE HERE HEALTH Fund (“Fund”) for the purpose of providing health and welfare benefits under the Fund Plan, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of

the month following the month for which contributions are to be made. No contribution shall be due and owing to the Fund for any person who is not a Regular Full Time or Regular Part Time Employee.

2. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the said UNITE HERE HEALTH (“Fund”) as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.”
3. Any dispute with respect to whether a person is a ‘Regular Full Time’ or ‘Regular Part Time’ Employee for purposes of this Agreement will be resolved under Article 7.
4. The Employer shall provide its Employees with the maximum benefits payable under the New York State Disability Benefits Law at its sole expense and without deduction from the wages of said Employees.
5. It is agreed that the Welfare program above set forth at all times will comply with all of the New York State and Federal statutes, as applicable
6. The Employer shall, upon request, be furnished with copies of the regular registration and audit reports, booklets describing the plan of benefits, as well as any and all other reports as described in the Trust Indenture, and as required by the State of New York and Federal statutes.
7. In the event that any future legislation be enacted, there shall be no duplication or accumulation of coverage, and the parties shall negotiate such charges as may be required by law.

## **SCHEDULE 2**

1. Effective September 30, 1998, the University will withdraw from the HERE Pension Fund.
2. Effective October 1, 1998, Regular Full Time and Regular Part Time Employees will be covered by the support staff pension plan. Employees who are not vested in the HERE Pension Plan will receive an initial contribution equal to the contributions which would have been made by the University had they been in the support staff pension plan as of their date of hire, in order to replace the unvested benefits which they will lose as a result of the withdrawal. The initial contribution will vest when the employee is vested in the support staff pension plan.
3. Employees will be credited with all University seniority in determining the level of employer contribution to which they are entitled and in order to determine vesting.

### **SCHEDULE 3**

Side Letter

#### **SETTLEMENT AGREEMENT AND LIMITED RELEASE**

This Settlement Agreement and Limited Release dated the 21st day of October, 2002, by, between and among the Trustees of the Hotel Employees and Restaurant Employees International Union Welfare Fund (“Welfare Fund”), the Trustees of the Hotel Employees and Restaurant Employees International Union Pension Fund (“Pension Fund”), collectively referred to herein as “HERE Funds,” and Hotel Employees & Restaurant Employees International Union, Local 100, AFL-CIO (“Union”) and the Trustees of Columbia University in the City of New York (“Employer”):

WHEREAS, Union is the exclusive collective bargaining representative of individuals employed in the categories of Host/ess, Waiter/ess, Bartender, Sous Chef, Garde Manager, Rounds Person and Utility Person in Employer’s Faculty House; and

WHEREAS, Union and Employer have been parties to a series of collective bargaining agreements governing the terms and conditions of employment of such individuals, the most recent of which was effective from October 1, 1998 through September 30, 2001; and

WHEREAS, Employer’s obligation to contribute to the HERE Funds is limited to regular full time and regular part time employees by virtue of Schedule 1 and Schedule 2 of the collective bargaining agreement; and

WHEREAS, paragraph 3 of Schedule 1, and paragraph 3 of Schedule 2, were amended effective October 1, 1996 to provide as follows:

Any dispute with respect to whether a person is an ‘employee’ for purposes of this Agreement will be resolved under Article VII [Grievance and Arbitration]. Any ERISA litigation by the [HERE] Fund[s] against the Employer shall be brought in the U.S. District Court for the Southern District of New York.; and

WHEREAS, auditors employed by the HERE Funds conducted an audit for the period from July 1, 1994 through December 31, 1998 (“Audit Period”) and issued a report asserting that, among other things, Employer failed to make contributions to the HERE Funds for certain individuals employed in the Faculty House; and

WHEREAS, Employer maintained that no contributions were due and owing for such individuals because they were temporary or casual employees who were not regular full time or regular part time employees for whom contributions to the HERE Funds were due under the express provisions of Schedule 1 and Schedule 2; and

WHEREAS, the Union and Employer have been bargaining in good



faith toward a successor collective bargaining agreement, but such negotiations have been frustrated by the on-going dispute as to the Employer's obligation to contribute to the HERE Funds on behalf of individuals who, it contends, are not regular full time or regular part time employees; now therefore

IT IS HEREBY AGREED AS FOLLOWS:

1. The Welfare Fund and the Pension Fund, for themselves and all current and former participants, and any individual asserting that he or she is, or should have been, a participant or beneficiary based upon employment in any capacity in the Faculty House at any period of time from the beginning of the world through May 31, 2002, hereby release, discharge and covenant not to sue Employer on any and all claims, whether asserted or not in the audit.

2. The Union, for itself and all current and former members, and any individual asserting that he or she is, should have been deemed, a regular full time or regular part time employer for whom contributions were due from the Employer to the HERE Funds for any period of time from the beginning of the world through May 31, 2002, hereby releases, discharges and covenants not to sue Employer on any and all claims.

3. Effective April 1, 2002, the collective bargaining agreement between the Employer and the Union is amended by adding a new Article as follows:

- A. For purposes of Health and Welfare contributions, Part Time Employees are those employees who have a regularly assigned schedule of at least twenty (20) hours a week and who are expected, at the time of hire, to serve continuously for more than four (4) months. For purposes of Health and Welfare contributions, Regular Full Time Employees are those employees who have a regularly assigned schedule of forty (40) hours per week for dining room employees and thirty five (35) hours per week for kitchen employees and who are expected, at the time of hire, to serve continuously for more than four (4) months. Nothing herein shall be construed to change the provisions of Article 5.
- A. Fund contributions shall not be due for, any person hired in any capacity through an agency, party staff; persons hired to cover for vacations, illnesses, or leaves of absence for up to four (4) months; or for part time or casual employees who average less than twenty (20) hours per week during the academic year.
- C. Temporary employees are those employees hired for a period of up to four (4) months and who are so informed at time of hire. If a Temporary Employee becomes a Regular Full Time or Regular Part Time Employee, the period of time as a Temporary Employee shall be in lieu of a probationary period, provided that the job classification remains unchanged and he/she held it for four (4) or more months as a temporary employee. Upon becoming a Regular Full Time or Regular Part Time Employee, bargaining unit seniority shall be retroactive to the last date of continuous employment. In such cases, the immediate previous period of Temporary employment shall be credited for calculation of benefits under this Agreement, it being understood,

however, that such period shall not result in any retroactive coverage or in any retroactive contribution to any benefit plan. Nothing herein shall be construed to change the provisions of Article 5.

D. Schedule 1, Paragraph 1:

The first sentence shall begin: "The Employer agrees to contribute for each Regular Full Time and Regular Part Time Employee covered by this Agreement the sum as listed above . . .". A new final sentence shall be added as follows: "No contribution shall be due and owing to the Trust Fund for any person who is not a Regular Full Time or Regular Part Time Employee."

Schedule 1, Paragraph 3:

The first sentence shall begin: "Any dispute with respect to whether a person is a 'Regular Full Time' or 'Regular Part Time' Employee . . .".

Schedule 2, Paragraph 2:

The first sentence shall begin: "Effective October 1, 1998, Regular Full Time and Regular Part Time Employees will be . . .".

4. Within fifteen (15) days of the final execution of this Settlement Agreement and Limited Release, Employer shall pay to the HERE Funds the total sum of TWENTY THOUSAND AND NO/100THS DOLLARS (\$ 20,000.00) in complete settlement of any and all claims of the HERE Funds for the Audit Period, whether such claims were heretofore asserted or not. Upon receipt, the HERE Funds may allocate said payment as between the Welfare Fund and the Pension Fund as they deem appropriate.

5. The collective bargaining agreement of 10/1/98-9/30/01 remains in full force and effect until modified by the University and the Union through collective bargaining.

6. The contribution rate through 3/31/03 will be \$99.00.

**For:**

Hotel Employees and Restaurant Employees International Union  
Welfare Fund

By /s/ Ira Cure

Hotel Employees and Restaurant Employees International Union  
Pension Fund

By /s/ Ira Cure

Hotel Employees and Restaurant Employees International Union, Local  
100, AFL-CIO

By /s/ Cliff Freid

Trustees of Columbia University in the City of New York

By /s/ David M. Cohen

#### SCHEDULE 4

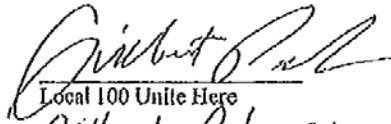
- A. Dining (for Calendar Years 2018, 2019, 2020): Solicitation for Employee Holiday Fund in lieu of gratuities will continue; solicitation for contributions to the Fund to the Columbia University community to be made in December (of Calendar Years 2018, 2019 and 2020) for payment to eligible employees based on hours worked in prior calendar year. Payment to Employees will be made within one (1) week following receipt of contribution. No other tips in the dining room.

MEMORANDUM OF AGREEMENT

The following outlines the agreement between Columbia University and Local 100 Unite Here concerning collection and distribution of voluntary gratuities for catering events in Faculty House, pursuant to paragraph 6 (B) of the April 16, 2013 MOA and pursuant to the agreed-upon language included in catering event contracts (note same language for cash slip form associated with catering events)<sup>1</sup>.

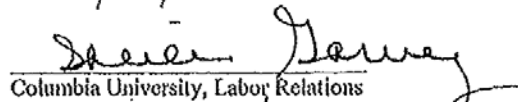
1. Effective for catering event contracts entered into on or after September 30, 2013, voluntary gratuities will be apportioned as follows:
  - a. For gratuities collected for cooks, dishwashers and other non-direct service staff (a.k.a. 'back of house staff'<sup>2</sup>) those staff who worked the week of the event (week defined as Monday through Sunday) took place will equally share the gratuities collected for those staff for those events.
  - b. For gratuities collected for wait staff, bartenders, bussers and other direct service staff (a.k.a. 'front of house staff'<sup>3</sup>), those staff working that shift and assigned to that event will equally share the gratuities collected for those staff for that event.
2. Staff will receive apportioned gratuities via their regular paychecks. The Catering Manager (or designee) and a union Shop Steward will meet at the union's request but no more frequently than once per month at an agreed-upon time to review the gratuities collected and distributed.

Agreed:

  
Local 100 Unite Here  
Gilbert Palacios  
Date: September 20, 2013

  
Campus Services Human Resources

Date: 9/23/2013

  
Columbia University, Labor Relations

Date: 9/23/13

<sup>1</sup> Gratuities for Food and Beverage events.

We allow all of our hourly employees who perform work at a function, from the servers and bartenders who serve you directly to the cooks and the dishwashers in the kitchen, to accept gratuities. All gratuities are at your discretion. In the event you wish to leave a gratuity, you may apportion your gratuity amongst the hourly employees as follows: Cooks, dishwashers and other non-direct service staff \$\_\_\_\_, wait staff, bartenders, bussers and other direct service staff \$\_\_\_\_. Please note that any gratuities indicated above will be added to your Grand Total on your forthcoming invoice.

<sup>2</sup> cba titles: Sous Chef, Rounds Person, Head Porter, Porter

<sup>3</sup> cba titles: Wait Staff, Hostess, Bartender

## **SCHEDULE 5**

**For events at Faculty House where an additional attendant charge is assessed to the customer for the services of Bartender and Uniformed Chef/Carver, twenty percent (20%) of the assessed attendant charge will be pooled, divided and paid to the Bartender, Roundsperson (when uniformed and working front of house), and Head Waiter assigned to the event. If a Head Waiter is not present to lead the event, one Waitperson shall be designated to serve in that capacity and be eligible to receive the respective portion of the assessed attendant charge. Payment to staff will be through normal payroll.**