

# **AGREEMENT**

Between

Transport Workers Union of America

LOCAL 241 AFL-CIO

And

Columbia University

Lamont Doherty Earth Observatory

April 1, 2020 - March 31, 2022

## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	RECOGNITION	3
2	UNION SECURITY	4
3	MANAGEMENT RIGHTS	5
4	UNION DUES CHECK-OFF	5
5	WAGES AND SCHEDULING	6
6	MISCELLANEOUS	7
7	OVERTIME DISTRIBUTION	8
8	SENIORITY	8
9	BENEFITS	9
10	DISCIPLINE AND DISCHARGE	10
11	GRIEVANCE PROCEDURE	10
12	NO STRIKE—NO LOCKOUT	12
13	CONFORMITY TO LAW	13
14	TERM OF AGREEMENT	13
	EXHIBIT A – MONTHLY MEDICAL CONTRIBUTIONS	
	EXHIBIT B – WAGE RATES	
	EXHIBIT C – GRIEVANCE FORM	
	APPENDIX A – BENEFITS	
	APPENDIX B – SICK LEAVE INCENTIVIE PLAN	

## AGREEMENT

This Agreement is between the Transport Workers Union of America (AFL-CIO) Local 241 and Columbia University, Lamont Doherty Earth Observatory (“LDEO”).

### ARTICLE 1

#### RECOGNITION

**Section 1.** The University recognizes the Union as the sole collective bargaining representative for all full-time and part-time employees in Mechanic titles in the Buildings and Grounds department employed by the University at the Lamont-Doherty Earth Observatory, but excluding all other locations and excluding all other employees including but not limited to guards, managers and supervisors as defined in the National Labor Relations Act.

**Section 2.** The University shall recognize one (1) Union representative from the ranks of the Building and Grounds department as defined above for the position of: Steward and Representative, as well as the Local 241 Officers. Such representative shall be released with pay on the first Monday of each month at 2 p.m. to attend union meetings. Unused time shall not accrue from month to month.

**Section 3.** The University shall not negotiate with any individual employee, who is a member of the Union, any term or condition of employment covered by this Agreement, without the consent of the Union.

**Section 4.** Union officers and delegates shall be permitted to visit the premises to conduct routine Union business during normal working hours, provided such Union representatives advise the department manager or his designee within a minimum of twenty-four (24) hours of their intention to visit and arrange a mutually agreeable time. The Union representative shall in no manner interfere with the work of any employee and will comply with all University rules and regulations while on University premises.

#### **Section 5.**

(a) A temporary employee is one who has been in the employ of the University for less than four (4) months.

(b) The termination of the specific period or the completion of the specific job for which a person has been employed by the University for a period of not more than four (4) months shall be deemed to constitute a justifiable release for all purposes under this agreement of a person employed for such a period or for such a job.

(c) A temporary employee may replace a full-time employee past the four (4) month period for up to six (6) months in the case of family leave, disability,

compensation, or discharge while a grievance is pending. The temporary employee will be permitted to work past the six (6) month limitation when the Union is first notified and it is mutually agreeable.

(d) The University agrees to notify the Union of temporary employees who have been on the payroll for more than sixty (60) days. The notification will include name, department, date of hire, the person to whom they are reporting and the purpose of the hire.

(e) If a temporary employee is selected to fill a permanent position, his/her University seniority shall be retroactive to the last date of hire. 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 retroactive contributions to any benefit plan. If a temporary employee worked three (3) or more months, two (2) months will be counted toward the probationary period.

#### **Section 6. Probationary Period**

New employees will be on probation for the first four (4) months of employment, and may be discharged within that period without the right to bring a grievance. The University may extend the probationary period for an additional two (2) months provided it notifies the Union in advance in writing, stating the reasons for such extension. The Union will not unreasonably withhold consent to extension. In the event that a reference requested within the first four (4) months of employment is received thereafter and is unsatisfactory, such employee may be discharged upon the receipt of such unsatisfactory reference without the right to bring a grievance. Such an employee or employees may be represented by the Union in all matters except discharge for failure to qualify for the assigned job.

## **ARTICLE 2**

### **UNION SECURITY**

**Section 1. UNION SHOP:** All full time and part-time employees of the Buildings and Grounds department as defined in Article 1, Section 1, employed by the University covered by this Agreement, on the thirty-first (31st) calendar day following the beginning of their employment, or thirty-one (31) calendar days following the date of the execution of this Agreement, whichever is earlier, shall become members of the Union in good standing, as a term and condition of employment.

**Section 2. UNION NOTIFICATION:** The University shall provide the Union a list of all new employees covered by this Agreement no later than thirty (30) days after

completion of the probationary period, giving to the Union the name(s), date of hire and position of employment.

### ARTICLE 3

#### MANAGEMENT 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.

Because of the nature of the LDEO campus location and work performed, supervisors and managers may from time to time be called up to resolve emergency facilities issues during off hours. Issues regarding this provision can be referred to a labor/management committee.

It is understood that all departmental employees are expected to assist with snow removal.

### ARTICLE 4

#### UNION DUES CHECK-OFF

**Section 1. APPLICATION:** The University agrees that during the term of this Agreement, it will deduct the initiation for new hires, in the amount certified by the Secretary-Treasurer of the Union, and dues from the wages of every employee to whom this Agreement applies. Following the end of the month for which deductions are made, the University shall forward such deductions to the Union. Initiation fees, dues, and assessments shall be deducted upon written assignment by each member of the Union, as is required by law.

**Section 2. INDEMNIFICATION:** The Union shall indemnify the University and hold it harmless against any claim that may be made against it as a result of the application of this Article.

**Section 3. COPE:** The University shall provide a payroll deduction for employees who wish to voluntarily contribute to COPE "Committee for Political Education". Such deductions shall be made based upon signed authorization cards, and shall be deducted each month. Such deductions will be shown on the employee's earning statement. The Employer will forward a separate check to the Union for such COPE deduction.

**ARTICLE 5**

**WAGES AND SCHEDULING**

**Section 1. WAGES AND HOURS:** Maintain as current, including new hire progression, per salary chart attached as “Exhibit B”.

**Effective dates and salary increases are as follows:**

**Effective:                    March 29, 2021            2.50%**

Experience Adjustment effective 7/1/14

Adjustments (added to rate) calculated July 1<sup>st</sup> of each year (effective 7/1/14) based on years of service as of July 1:

10 years: 25 cents/hour (one-time adjustment)

15 years: 50 cents/hour (additional 25 cents) (one-time adjustment)

It is agreed that this bargaining unit will be folded into negotiations for and agreement as to wage increases if any for a successor bargaining agreement between Columbia University and TWU Local 241 covering Maintenance and Custodial employees effective April 1, 2013.

**Hours:**

**Work Hours:** Forty (40) hours per week except for one employee (part-time as needed going forward)

- 1<sup>st</sup> Shift - Mon to Fri, 8AM to 4:30PM, ½ hr lunch, (1) 20 minute morning break

- 2<sup>nd</sup> Shift - Mon to Fri, 4PM to 12AM, ½ hour lunch, no breaks (\$1.50/hr night shift differential on this shift only)

**Overtime:** Time and a half after forty (40) hours per week. The following absences will be considered as time worked for the purpose of determining eligibility for overtime pay: a) Vacation b) Holidays c) Floating Holidays.

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

**Longevity:** Longevity increments will be adjusted July 1<sup>st</sup> of each year.

***Completed Years  
Of Bargaining Unit  
Service            Cents Per Hour***

<b>5-9 years:</b>	<b>20 cents</b>
<b>10-14 years:</b>	<b>25 cents</b>
<b>15-19 years:</b>	<b>30 cents</b>
<b>20-24 years:</b>	<b>35 cents</b>
<b>25 or more years:</b>	<b>40 cents</b>

**Longevity payments will be adjusted July 1<sup>st</sup> of each Fiscal Year.**

**Timekeeping:** Electronic timekeeping will be implemented. Employees will clock in at the beginning and end of each shift.

**Section 2. MEAL ALLOWANCE:** Meals will be provided when employees are required to report for snow removal before/after his/her regular shift.

**Section 3. HOLIDAYS:** Employees will receive pay for the holidays listed in Appendix A. If an employee is required to work on a holiday he/she will receive time and one half for all hours worked on the holiday in addition to the holiday pay.

**Section 4.** All employees who operate motor vehicles are required to immediately notify their managers in the event that their driver's license is suspended, restricted or revoked.

**ARTICLE 6**

**MISCELLANEOUS**

**CLOTHING:** Once each year the employees may self select a combination of work clothing, including jeans and shirts from catalogs within the department to be ordered directly by the department, in lieu of a uniform. The total annual expenditure shall not exceed \$275 per employee. In addition, once per year the employee may order a new pair of steel-toed work shoes, and if necessary, prescription safety glasses, through the Security & Safety office, with the expectation that they are to be worn at all times while working.

**OUTERWEAR:** LDEO will provide an insulated coverall garment for each employee

for snow removal at least once per term of the agreement or more often at management's discretion. In addition, jackets may also be purchased at management's discretion.

**COMPUTER:** A computer, internet and printer will be installed in the break room.

**JOB DESCRIPTIONS:** In the event that job descriptions are revised LDEO will provide the Union with copies of such revisions.

**LOCKER/BREAK ROOM:** A properly maintained break room and locker room will be provided.

**OTHER:** Routine landscaping will be subcontracted.

## ARTICLE 7

### OVERTIME DISTRIBUTION

Management shall designate post and record all overtime noting whether voluntary, skills based, mandatory and/or refused. Voluntary overtime shall be offered initially by seniority and then according to the least number of overtime hours accrued including refusals.

## ARTICLE 8

### SENIORITY

The principle of seniority as affecting the employees covered by this Agreement is hereby recognized. Seniority shall be defined as length of continuous service as a permanent full time employee within the bargaining unit.

Seniority shall apply to vacation, shifts (including days off), layoffs, holiday work assignments except for emergencies and snow removal, and applicable training. Seniority shall be defined as length of continuous service as a permanent full time employee within the bargaining unit.



## ARTICLE 9

### BENEFITS

#### A. Medical Insurance

Employees will continue to be covered by the current UnitedHealthcare plans until December 31, 2016 with current contributions, if any.

Effective January 1, 2017, employees hired prior to 4/1/2013 may enroll in UnitedHealthcare Choice Plus 80 with no contribution or they may enroll in UnitedHealthcare Choice In-Network plan with contributions as outlined in the chart attached hereto as Exhibit "A."

Effective January 1, 2017, employees hired after 4/1/2013 may enroll in UnitedHealthcare Choice Plus 80 with no contribution or they may enroll in UnitedHealthcare Choice In-Network plan with contributions as outlined in the chart attached hereto as Exhibit "A."

**Employees will continue to be covered by the current Choice Plus 80 plan and Choice In-Network plan with contributions outlined in Exhibit "A" of the current agreement.**

University Contributions to the Healthcare Flexible Spending Account (FSA): as outlined in the 2009 Benefits in Brief for Non-Union Support Staff. It is understood that these contributions will remain in effect for as long as they are made for NUSS.

Per Exhibit A (TWU Employee Monthly Medical Contributions)

1. No additional plan design changes for term of the contract.
2. Introduce a \$1,000 annual credit to offset the tax burden of making after-tax contributions for same-sex domestic partner medical plan coverage. (Active employees only)
3. Medical Insurance Carriers:
  - (a) Active employee medical coverage: Columbia University has ability to change health plan carriers provided no diminishment of benefit.
  - (b) Retiree employee medical coverage: Columbia University has ability to change health plan carriers provided no diminishment of benefit.

Note: The University will implement any changes legally mandated by Health Care Legislation.

**If the University modifies its position on same sex domestic partners medical coverage, the \$1,000 annual subsidy for medical coverage of same sex domestic partners will be similarly modified in the contract.**

B. Tuition

1. Introduce a two (2) semester waiting period (administered as 7-months) for employee/spouse/same sex domestic partner.
2. Child must have matriculated into degree program by age 26. Years of military service will not be counted towards matriculation age.

**ARTICLE 10**

**DISCIPLINE AND DISCHARGE**

**Section 1.** No employee shall be discharged after four (4) months of continuous service, except for just and sufficient cause. Any employee who is discharged after four (4) months of continuous service, or aggrieved by disciplinary action taken by the Observatory shall have the right to have such action considered as a grievance and settled by the grievance procedure established under this agreement. If such discharge or disciplinary action is determined to be unjustified, the employee shall be entitled to reinstatement, and/or back pay if loss of pay resulted from said disciplinary action.

**Section 2.** No employee may be suspended or terminated at the first step except for drunkenness, theft, assault, drug abuse and serious misconduct.

**Section 3.** Verbal and written warnings contained in an employee's record will not be taken into consideration after one (1) year for all actions except in disciplinary cases, i.e., drunkenness, theft, assault, drug abuse and serious misconduct (for example sexual harassment, fraud, threatening behavior, tampering with time records). Copies of individual letters of warning will be provided to the Union at the time they are delivered to the employee.

**ARTICLE 11**

**GRIEVANCE PROCEDURE**

**Section 1.** In the event of any dispute arising with regard to the interpretation or application of any of the terms of this agreement, all such matters shall be adjusted in accordance with the following procedure:

Step 1. The employee feeling him/herself aggrieved shall discuss the grievance within five (5) days of the incident giving rise to the grievance with his/her

immediate supervisor either alone, or at the employee's option, accompanied by the Shop Steward or, in his/her absence, his/ her duly designated representative. Such immediate supervisor shall give his/her answer to said grievance within five (5) days. Failure on the part of the University to answer a grievance within the time limits provided for shall allow the Union, at its option, to proceed to the next step. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

Step 2. It shall be presumed by the University that the grievance has been disposed of to the satisfaction of the Union and the employee under Step 1 unless within five (5) days after the expiration of the five (5) day period referred to in Step 1 for the employee's immediate supervisor to give his/her answer, a statement of the existence of a grievance is presented in writing to the head of the department or his/her designated representative in which said employee works. The head of the department or his/her designated representative shall, set a date for a hearing to be held within five (5) days thereafter. The hearing may be attended by the said employee and two (2) or three (3) committee members of Local Union No. 241. At such hearing a written statement of the grievance and a summary of the basis for the action authorized by the immediate supervisor shall be drawn up. The Department head or his/her designated representative shall give his/her answer in writing to said grievance within five (5) days after the completion of the hearing. Failure on the part of the University to answer a grievance within the time limits provided for shall allow the Union, at its option, to proceed to the next step. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

Step 3. It shall be presumed by the University that the grievance has been disposed of to the satisfaction of the Union and the employee under Step 2 unless within five (5) days after receipt of the decision at Step 2, the written statement of the grievance is presented to the Vice President for Human Resources or his/her designated representative for consideration and discussion. The Vice President for Human Resources or his/her designated representative shall set a date for a hearing to be held within five (5) days thereafter. The hearing may be attended by the said employee, three committee members of Local Union No. 241 and, at the Union's option, a representative of Transport Workers Union of America. The Vice President for Human Resources or his/her designated representative shall give written answer to such grievance within five (5) days after completion of the hearing. Failure on the part of the University to answer a grievance within the time limits provided for shall allow the Union, at its option, to proceed to the next step. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

**Where possible, termination arbitration hearings shall be scheduled within sixty (60) calendar days of the appeal to arbitration.**

Step 4. It shall be presumed by the University that the grievance has been disposed of to the satisfaction of the Union and the employee under Step 3 unless within five (5) days after the receipt of the decision at Step 3, the Union serves

notice in writing to said Vice President for Human Resources or his/her designated representative that it elects to submit the grievance to arbitration. In such an event, within ten (10) days, the Union shall file for arbitration in writing to the Office of Employee and Labor Relations.

Failure on the part of the University to provide an answer at Step 3 shall allow the Union to proceed to arbitration by filing a written demand for arbitration with the Office of Employee and Labor Relations within ten (10) days following the date that the Step 3 response was due.

There shall be a standing panel of **seven (7)** arbitrators designated for the duration of the collective bargaining agreement to hear all cases arising under the agreement. The arbitrators are:

- i. Rosemary Townley**
- ii. Stuart Bauchner
- iii. Al Viani
- iv. Howard Edelman**
- v. Melissa Biren**
- vi. Roger Maher**
- vii. Bonnie Weinstock**

Cases will be heard in rotation order unless otherwise agreed by the parties. Vacancies on the panel shall be filled by joint designation of the parties. If the parties are unable to agree on a new arbitrator, they shall request a list of nine (9) names from the American Arbitration Association and shall alternately strike names from the list.

The decision of the arbitrator shall be final and binding upon the parties to the agreement. The arbitrator shall have authority to interpret and apply the provisions of this agreement as may be involved in said grievance but shall not have any power or authority to alter in any way any of the terms and provisions of this agreement.

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

American Arbitration Association rules or such other mutually agreeable method shall be utilized for all cases.

All time limits herein specified shall be exclusive of Saturdays, Sundays, and holidays

**Section 2.** The parties agree to implement the grievance form attached as Exhibit C.

## ARTICLE 12

### NO STRIKE--NO LOCKOUT

It is the intent of the parties that the grievance and arbitration procedures set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between them under this agreement and that, therefore, the University will neither cause nor permit a lockout or other anti-Union action, and that the Union will not engage in a strike, walk-out, slowdown or other curtailment of work during the life of this agreement.

## ARTICLE 13

### CONFORMITY TO LAW

**Section 1.** Should any part of this agreement be held to be illegal or in violation of any Federal, or State Statute by any court or authorized agency having jurisdiction thereof: The agreement shall be deemed to exclude such part; and the balance of said agreement shall continue to be valid as though the objectionable part has never been included; and the parties will forthwith enter into negotiations for the purpose of eliminating such part by substituting language therefore which does not violate said statute or decision.

**Section 2.** This agreement shall be superseded by any lawful regulation which is or may be imposed by any governmental authority having jurisdiction in the premises, to the extent that such regulation is in conflict with any of the terms or provisions of this agreement

## ARTICLE 14

### TERM OF AGREEMENT

**Section 1.** This agreement became effective **April 1, 2020** and remains in force until **March 31, 2022** and from year to year thereafter provided, however, that should either party desire to terminate this agreement or modify any portion of any of the terms hereof, at the end of such period, it shall notify the other party in writing of its desire not less than sixty (60) days prior to the end of such period.

**Section 2.** Negotiations upon such proposed changes or amendments of the terms of this agreement specified in such notice shall begin not later than fifty (50) days prior to the expiration date of such period, and shall continue until agreement is reached or until this agreement has been terminated on ten (10) days' notice, as hereinafter provided. During said negotiations, this agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date of such period, either party, on ten (10) days' notice to the other, may terminate this agreement. If negotiations result in changes in wages, such changes shall be retroactive to the

expiration date of the period with respect to which notice was given pursuant to the first section of this paragraph.

**Section 3.** This agreement shall be binding upon the successors and assigns to the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change or any kind in the legal status, ownership or management of either party hereto.

**Section 4.** This agreement embodies the full terms of the agreements between the University and the Union and may be changed during the term hereof only by mutual agreement in writing between the Union and the University.

**Section 5.** Modifications to the collective bargaining agreement between the University and Local 241 must be negotiated with, and signed by, the President of Local 241 or his/her designee, and the Vice President for Human Resources or his/her designee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representative thereunto duly authorized on this **31<sup>st</sup>** day of **March 2020**.

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

/s/ \_\_\_\_\_  
Daniel Driscoll  
Vice President and Chief Human  
Resources Officer

/s/ \_\_\_\_\_  
Brandi Bonaparte  
Labor Relations Manager

/s/ \_\_\_\_\_  
Virginia Maher  
Manager, LDEO-HR

TRANSPORT WORKERS  
UNION OF AMERICA,  
AFL-CIO LOCAL UNION  
NO. 241:

/s/ \_\_\_\_\_  
Alex Molina  
President

/s/ \_\_\_\_\_  
Curtis Tate  
International Representative

## EXHIBIT A

### TWU Employee Monthly Medical Contributions

<b>Effective 1/1/15</b>	<b><u>UHC POS 100 EE Contribution</u></b>	<b><u>UHC HMO EE Contribution</u></b>
<b>Current Employees Hired Prior to 4/1/13</b>		
Employee only	\$25.00	\$25.00
Employee + Spouse	\$52.00	\$52.50
Employee + Child(ren)	\$47.00	\$47.50
Family	\$75.00	\$75.00
<b>Effective 1/1/17</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired Prior to 4/1/2013</b>		
Employee only	\$0.00	\$0.00
Employee + Spouse	\$0.00	\$0.00
Employee + Child(ren)	\$0.00	\$0.00
Family	\$0.00	\$0.00
<b>Effective 1/1/18</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired Prior to 4/1/2013</b>		
Employee only	\$0.00	\$0.00
Employee + Spouse	\$0.00	\$0.00
Employee + Child(ren)	\$0.00	\$0.00
Family	\$0.00	\$0.00
<b>Effective 1/1/19</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired Prior to 4/1/2013</b>		
Employee only	\$0.00	\$20.00
Employee + Spouse	\$0.00	\$33.75
Employee + Child(ren)	\$0.00	\$31.25
Family	\$0.00	\$45.00
<b>Effective 1/1/20</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired Prior to 4/1/2013</b>		
Employee only	\$0.00	\$20.00
Employee + Spouse	\$0.00	\$33.75
Employee + Child(ren)	\$0.00	\$31.25
Family	\$0.00	\$45.00

## EXHIBIT A

### TWU Employee Monthly Medical Contributions

<b>Effective 1/1/15</b>	<b><u>UHC POS 100 EE Contribution</u></b>	<b><u>UHC HMO EE Contribution</u></b>
<b>Employees Hired After 4/1/2013</b>		
Employee only	N/A	\$30.25
Employee + Spouse	N/A	\$63.53
Employee + Child(ren)	N/A	\$57.48
Family	N/A	\$90.75
<b>Effective 1/1/17</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired After 4/1/2013</b>		
Employee only	\$0.00	\$40.00
Employee + Spouse	\$0.00	\$67.50
Employee + Child(ren)	\$0.00	\$62.50
Family	\$0.00	\$90.00
<b>Effective 1/1/18</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired After 4/1/2013</b>		
Employee only	\$0.00	\$40.00
Employee + Spouse	\$0.00	\$67.50
Employee + Child(ren)	\$0.00	\$62.50
Family	\$0.00	\$90.00
<b>Effective 1/1/19</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired After 4/1/2013</b>		
Employee only	\$0.00	\$40.00
Employee + Spouse	\$0.00	\$67.50
Employee + Child(ren)	\$0.00	\$62.50
Family	\$0.00	\$90.00
<b>Effective 1/1/20</b>	<b><u>UHC Choice Plus 80 EE Contribution</u></b>	<b><u>UHC Choice In-Network EE Contribution</u></b>
<b>Employees Hired After 4/1/2013</b>		
Employee Only	\$0.00	\$40.00
Employee + Spouse	\$0.00	\$67.50
Employee + Child(ren)	\$0.00	\$62.50
Family	\$0.00	\$90.00



**EXHIBIT B**

	<b>Effective 3/29/2021</b>				
	+	2.50%			
	<b><u>Hire Rate</u></b>	<b><u>1 Year Anniv</u></b>	<b><u>2 Year Anniv</u></b>	<b><u>3 Year Anniv</u></b>	<b><u>4 Year Anniv</u></b>
<b><i>Job Titles:</i></b>	<i>80.00%</i>	<i>80.00%</i>	<i>82.50%</i>	<i>85.00%</i>	<i>100.00%</i>
Mechanic Trainee	\$22.54	\$22.54	\$23.24	\$23.94	\$28.17
Assistant Mechanic	\$25.70	\$25.70	\$26.51	\$27.31	\$32.13
Mechanic	\$28.31	\$28.31	\$29.20	\$30.08	\$35.39
Specialty Mechanic	\$31.06	\$31.06	\$32.03	\$33.01	\$38.83

## EXHIBIT C

### GRIEVANCE FORM TRANSPORT WORKERS UNION OF AMERICA LOCAL 241 GRIEVANCE FORM

Grievant Name:	Date:
Job Title:	Work Location:
Summary of Grievance:	
Use additional paper if needed.	

Contract provision(s) violated:
Use additional paper if needed.
Remedy Sought:
Use additional paper if needed.

Member's Signature:	Date:
---------------------	-------

STEP 1	STEP 2	STEP 3
Steward: <small>(SQUAD LEADER)</small>	Steward: <small>(SQUAD LEADER)</small>	Steward:
Received By:	Received By:	Faxed on:
Date:	Date:	Date:
Time:	Time:	Time:
Action Taken:	Action Taken:	
Date:	Date:	

\*Attach all relevant documentation to this form when responding

INFORMATION REQUEST SECTION (FOR STEP 2 USE ONLY):	Provided	Confidential	Non-Relavant	None
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

One Copy Each to:  Management  Member  Union Office

## APPENDIX A

June 2, 2010

**1. BENEFITS: Maintain Benefits as outlined below (please note that information on Benefits is for illustration purposes only. Employees must consult the 2009 Benefits in Brief for non-union support staff (“NUSS”) or other sources as indicated for complete information. Those sources are the controlling documents with regard to the provision of these benefits).**

**Severance Pay: As outlined in Human Resources Policy Manual: Severance Allowance Schedule**

### *Non-Union Support Staff*

A Non-Union Support Staff employee with a regular full-time or part-time (20 - 35 hours worked per week) schedule will receive a severance allowance contingent upon signing a full release of all claims relative to the employee's employment against the University, as follows:

- Less than one year of service: The employee will receive two weeks of base pay.
- One or more years of service: The employee will receive one week of base pay for each completed year of continuous full-time or regular part-time (20 - 35 hours worked per week) service, up to a maximum of a total of 26 weeks.
- An employee will receive a severance allowance of no less than two weeks of base pay
- Severance shall be in the form of a lump sum payment, less applicable taxes.

**Holidays:** As outlined in Benefits in Brief for NUSS, pages 39-40  
**Vacation:** As outlined in Benefits in Brief for NUSS, pages 39-40

**Paid Time Off**

The University provides a vacation allowance for support staff as well as numerous holiday and personal days each year.

**Vacation Coverage**

Support Staff members are entitled to paid vacation and personal days each year. The number of vacation days you receive is based on your months/years of service. In addition, the University also observes certain national holidays. These tables summarize the vacation, personal days and holidays available to you each year (Note: During first year accrue two days a month for 10 months beginning with third month).

Months/Years of Service	Non-Union Support Staff
2 months	20 days
12 months	20 days
3 years	20 days
4 years	20 days
5 years	20 days
15 years	22 days
20+ years	25 days

**2010 Schedule of University Holidays and Personal Days (LDEO follows the Morningside Campus Holiday Schedule)**

University Holidays and Personal Days				
Holidays	Date	Morningside Campus		
New Year's Day	01/01/10	X		
Martin Luther King Jr. Birthday	01/18/10	X		
Lincoln Birthday	02/10/10			
President's Day	02/15/10			
Memorial Day	05/31/10	X		
Independence Day (Observed)	07/05/10	X		
Labor Day	09/06/10	X		
Columbus Day	10/11/10			

Election Day	11/02/10	X		
Veteran's Day	11/10/10			
Thanksgiving Day	11/25/10	X		
University Designated Holiday	11/26/10	X		
Christmas Day (Observed)	12/24/10	X		
University Designated Holiday	12/27/10	X		
University Designated Holiday	12/31/10	X		
<b>Total</b>		<b>11</b>		
<b>Personal Days</b>				
Number		<b>3</b>		

### Leaves of Absence

Category: TIME AWAY FROM WORK

Issued: January 1, 1993

Revised: April 1, 2008

Responsible Office: Employment and HR Client Services (212) 851-7008

The University has established leave of absence policies for its employees to use as needed and when appropriate. Some policies are paid and include full benefits, others are unpaid; however, employees may choose to continue their benefits by paying their premiums directly to the University. A summary of each type of leave is detailed below.

#### Medical Leave of Absence (Non-Union Support Staff)

The policy below describes paid medical leave for Non-Union Support Staff.

Regular Non-Union Support Staff hired prior to October 21, 1994

Regular Non-Union Support Staff hired on or after October 21, 1994

For complete information on the University attendance policy, please refer to the section called Time and Attendance on the HR Manager Toolkit website.

*Regular Non-Union Support Staff hired prior to October 21, 1994 will be paid sick leave in accordance with the following schedule:*

Length of Service (Non-Union Support Staff hired prior to October 21, 1994)	Number of Days Per Year
One day but less than 60 calendar days	None
60 calendar days but less than one full year	7
One year but less than three completed years	10
Three years but less than five completed years	15
Five years but less than ten completed years	20
Ten years but less than 15 completed years	25
Fifteen years or more	30

For related policy, please see Regular Non-Union Support Staff hired on or after October 21, 1994.

The above is modified as follows:

- Effective October 1, 2001, employees shall be entitled to accumulate up to 60 working days of paid medical leave during any one year, including the days earned or to be earned in the current sick leave year.
- Paid medical leave will be pro-rated for part-time Non-Union Support Staff by the number of days and hours they work per week.
- Should the anniversary date occur while an employee is on a medical leave of absence, the employee will not be eligible for new paid medical leave allotment until he or she returns to work.
- Accumulated paid medical leave is not paid upon termination.
- The employee must provide proof of illness or accident (a physician's note, New York State disability form DB-450) within one week of disability onset.
- The employee must be under a doctor's care consistent with the medical condition in order to be approved for a medical leave of absence.
- Additionally, if not already submitted, the employee must complete the New York State Disability Form DB-450 (for non-occupational illness) and if applicable the Department of Labor FMLA form (WH-380).
- For non-occupational illness consistent with New York State disability guidelines, the disability form must be completed within 30 days of claiming disability.
- The University, at any time during the leave of absence, may at its own expense require an examination by a University-designated physician, and may place salary on hold pending such evaluation.
- Employees taking leave for a serious health condition will be required to obtain medical clearance from their health care provider prior to returning to work. The University may require additional clearance by a University-designated physician.

- While on medical leave the employee is expected to remain at the primary residence; any plans to relocate or extended travel may result in ineligibility for a medical leave of absence.
- If an employee is on vacation, paid medical leave cannot be declared unless the employee provides proof that he or she has been hospitalized on other than an outpatient basis and with the approval of the University.

*Non-Union Support Staff employees hired on or after October 21, 1994, will be paid medical leave as follows:*

- After 30 days of employment, employees shall be entitled to paid medical leave earned at the rate of one day for each month of employment, retroactive to date of hire, up to a maximum of 12 days per year.
- After one or more years of employment, employees shall be entitled to a total of 12 additional days of paid medical leave as of the beginning of his or her second and each subsequent year of employment, provided that at no time will an employee be entitled to accumulate more than 60 working days of sick leave during any one year, including the days earned or to be earned in the current sick leave year.
- Paid medical leave will be pro-rated for regular part-time employees by the number of days and hours they work per week.
- Should the anniversary date occur while an employee is on a medical leave of absence, the employee will not be eligible for new paid medical leave allotment until he or she returns to work.
- Accumulated paid medical leave is not paid upon termination.
- The employee must be able to provide proof of illness or accident, (a physician's note, New York State disability form DB-450) within one week of disability onset.
- The employee must be under a doctor's care consistent with the medical condition in order to be approved for a medical leave of absence.
- Additionally, if not already submitted, the employee must complete the New York State Disability Form DB-450 (for non-occupational illness) and, if applicable, the Department of Labor PMLA form (WH-380)
- For non-occupational illnesses consistent with New York State disability guidelines, the disability form must be completed within 30 days of claiming disability.
- The University, at any time during the leave of absence, may at its own expense require an examination by a University-designated physician, and may place salary on hold pending such evaluation.
- Employees taking leave for a serious health condition will be required to obtain medical clearance from their health care provider prior to returning to work. The University may require additional clearance by a University-designated physician.
- While on medical leave the employee is expected to remain at the primary residence. Any plans to relocate or extended travel may result in ineligibility for a medical leave of absence.
- If an employee is on vacation, paid medical leave cannot be declared unless the employee provides proof that he or she has been hospitalized on other than an outpatient basis and with the approval of the University.

All Non-Union Support Staff members may use accrued paid medical leave for their own medical or dental appointments or for appointments for family members, as defined below:

- Employees must schedule the appointment with and communicate the time to their supervisor at least one week in advance (except in case of emergency treatment).
- Paid medical leave must be taken in one hour increments.
- The supervisor may require documentation of the appointment.
- Approval for use of paid medical 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).
- 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 paid medical leave for medical or dental appointments.
- All Non-Union Support Staff employees shall be entitled to use up to four days of paid medical leave each year for family illness (spouse, child or family member residing in the employee's household).



**Pension/Retirement:** As outlined in Benefits in Brief for 2009 NUSS, pages 31-36.

### **Retirement Plans**

Columbia University offers two retirement plans to help provide you with retirement income:

- the Columbia University Retirement Plan (the “Plan”) and
- the Voluntary Retirement Savings Plan (“VRSP”)

The University makes contributions to the Columbia University Retirement Plan (the “Plan”) for you as soon as you are eligible. You are responsible for choosing your investment funds from those offered under the Plan.

You contribute pre-tax money from your paycheck to the Voluntary Retirement Savings Plan (“VRSP”). You are responsible for choosing your investment funds from those offered under the Plan.

Each retirement plan is described in complete detail in a separate Summary Plan Description (SPD). We encourage you to read each SPD to learn how the retirement plans work; they are online at [www.hr.columbia.edu/benefits/spds](http://www.hr.columbia.edu/benefits/spds)

Please see the Columbia University Summary Plan Description (SPD) – Retirement Plan for Supporting Staff of Columbia University at [www.hr.columbia.edu](http://www.hr.columbia.edu) for detailed information.

### **Retiree Medical Coverage**

You are eligible for this coverage if you complete at least 10 years of continuous service with the University after age 45. (Retirement from Columbia University starts at age 55 or older.)

## **Bereavement Pay**

**Category:** TIME AWAY FROM WORK

**Issued:** January 1, 1993

**Last Reviewed:** November 25, 2008

**Responsible Office:** Employment & HR Client Services (212) 851-7008

Regular full-time and part-time employees are granted up to a maximum of three days paid leave in the event of a death in their immediate family (spouse, parent, grandparent, child, mother-in-law, father-in-law, brother, sister or member of the household of the employee).

## **Jury Duty**

**Category:** TIME AWAY FROM WORK

**Issued:** January 1, 1993

**Revised:** November 25, 2008

**Responsible Office:** Employment & HR Client Services (212) 851-7008

A regular full-time employee who is required to be absent for jury duty will receive regular pay for such absence provided that:

1. The employee's supervisor is shown the jury notice in advance of the jury service.
2. The employee obtains from the clerk of the court a certification of the time spent on jury duty and gives such certification to the supervisor.

If released from jury duty during the course of the day, the employee is expected to report to work.

If an employee receives salary from the University while on jury duty, any payment received by the employee for the jury duty must be immediately remitted to the University.

**Tuition:** On-line document. For more information about the benefit please see the following link.

<http://hr.columbia.edu/benefits/tuition/exemption-supstaff/elig/glance>

### **Tuition Exemption Benefits for Support Staff**

The Tuition Exemption Benefit Program pays tuition costs, depending on your eligibility, for undergraduate and graduate courses at Columbia University, Barnard College, and Teachers College.

Note that this is not a reimbursement or remission program; your tuition is simply exempted. However, you are responsible for course fees, textbooks and residence fees, where applicable.

Please read this policy carefully before you apply for the benefit. This material will help you be fully prepared.

Please note that this program does not cover courses taken outside Columbia University, Barnard or Teachers College.

### **Eligibility**

A person on the payroll as a member of the full-time or part-time support staff is eligible for the Tuition Exemption Benefit.

A support staff member's legal spouse, same-sex domestic partner, or children are eligible for any unused portion of the staff member's tuition benefit, for courses at Columbia only. The benefit for family members cannot be applied to Barnard or Teachers College courses.

### **The Benefit**

In general, the benefit for support staff applies during the academic year (September-May) to undergraduate and graduate classes at Columbia University, Barnard College and Teachers College.

Eligible spouses, same-sex domestic partners, and dependents may receive the unused portion of a support staff member's benefit.

Eligible family can only use the benefit for undergraduate and graduate classes at Columbia, not at Barnard or Teacher's College.

**Tax Disclaimer**

If the IRS challenges the University's interpretation of the Internal Revenue Code with regard to tuition benefits, you may be liable for income tax on the cash value of the benefits, plus any penalty and interest assessed. Please consult your tax advisor for specific IRS tax regulations.

For more information about the benefit please see the following link.

<http://hr.columbia.edu/benefits/tuition/exemption-supstaff/elig/glance>

**Flexible Spending Accounts:** As outlined in Benefits in Brief for 2009 NUSS, pages 21-24

**Flexible Spending Accounts (FSAs)**

Flexible Spending Accounts (FSAs) allow you to save money on a wide variety of healthcare and dependent day care expenses. To take advantage of Flexible Spending Accounts, you must re-enroll during Benefits Open Enrollment each year. If you do not re-enroll, you will not be able to participate.

If you work full-time or part-time for the University, you may participate in a Flexible Spending Account.

Columbia University offers two types of Flexible Spending Accounts (FSAs):

**Healthcare FSA** for eligible healthcare expenses such as medical and dental deductibles and copayments, vision or hearing services, and many over-the-counter healthcare products.

You can deposit between \$120 and \$5,000 in the Healthcare FSA.

**Dependent Care FSA** for eligible child or adult care expenses for your legal dependents, such as licensed day care centers and nursery schools, before-school or after-school programs and home attendants.

## APPENDIX B

### SICK LEAVE INCENTIVE PLAN:

An employee who has earned fifty (50) days in the bank at the beginning of their leave year and who used a limited number of days (combination of sick leave, workers' compensation, and disability) during the leave year will receive a lump sum payment equivalent to a fixed number of days regular pay at the end of the leave year (July 1) based upon the following formula:

<u>Total Time Lost</u>	<u>Lump Sum Payment</u>
3 days	5
2 days	6
1 days	6
0 days	7