

Columbia University

and

**Transport Workers Union of America,
A.F.L. – C.I.O.**

and its

Local Union 241

COLLECTIVE BARGAINING AGREEMENT

Material Handlers

August 23, 2024 – March 31, 2028

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ARTICLE 1 - RECOGNITION

A. The University recognizes the Union as the sole and exclusive collective bargaining representative of the Employees in the following bargaining units:

All full-time and regular part-time material handlers employed by the Employer located at its campus at 625 W. 130th Street, New York, New York.

B. All other employees, including office clerical employees, directors, guards, professional employees, temporary employees, and supervisors as defined in the Act are excluded from the unit.

C. A temporary employee is one who is hired for a period of up to four (4) months and who is so informed at the time of hire and who is hired for a special project or to replace an Employee on leave of absence or vacation or to fill a job vacancy in the bargaining unit. The said four (4) month period may be extended for the length of a leave of absence.

D. The word “Employee” as used hereafter in this Agreement is deemed to mean the employees in the bargaining unit covered by the Agreement, as defined in Section A of this Article.

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

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: Except as otherwise provided in an express provision in this Agreement, the University retains the exclusive right to direct, control, manage and schedule its operations, and to make all decisions affecting the University consistent with its educational and research mission (“Management Rights”).

Section 2: Management Rights include, but are not limited to, the right to:

- (a) Establish, plan, direct and control the University’s organizational structure, missions, programs, objectives, services, resources and priorities;
- (b) Establish and administer procedures, policies and rules to direct and control University operations, including the subcontracting of all or any portion of any operations;
- (c) Alter, extend or discontinue existing equipment, facilities, and location of operations;
- (d) Recruit, hire, appoint, assign, schedule, transfer, train, supervise, evaluate or promote employees;
- (e) Determine or modify the number, qualifications, scheduling, responsibilities and assignments of employees;

- (f) Establish, maintain, modify and enforce standards of performance, conduct, order and safety, and as well disciplinary policies that address violations of these standards, consistent with Article 7 [Discharge and Discipline];
- (g) Establish and require employees to observe University rules and regulations;
- (h) Assign work locations;
- (i) Schedule hours of work;

Section 3: The exercise or non-exercise of rights shall not constitute a waiver of any such rights by the University.

ARTICLE 3 - UNION SECURITY

Section 1: All employees, who on the date of the signing of this agreement are members of the union in good standing, shall, during the term of this agreement, so maintain such membership as a condition of employment.

Section 2: All present employees shall apply for and become members of the Union no later than the thirtieth (30th) day after the signing of this agreement and shall maintain such membership as a condition of employment. All persons who become employees hereafter shall apply for membership in the Union no later than the thirtieth (30th) day after the day upon which they become employees and shall maintain such membership as a condition of employment.

Upon employment, the employee shall be informed by the University of the existence of Local 241 and shall have access to the current collective bargaining agreement.

Section 3: Upon receipt of signed authorizations from the employees in the bargaining unit, which comply with the requirements of the National Labor Relations Act, the University, for each employee who is a member of the Union, shall deduct from the first pay of each month otherwise payable to such employee the Union dues for the preceding month or any initiation fee, all as hereinafter provided, and shall promptly remit the aggregate of such dues and initiation fees to the President and Treasurer of Local Union No. 241 in the form of a check payable to their joint order.

Section 4: The monthly dues and the initiation fee for employees, who shall have become members of the Union during the preceding month, to be deducted as aforesaid shall be determined by the Union at its national convention and notice of such dues shall be provided to the University by the Secretary or Treasurer of Local 241. No monthly dues shall be deducted from the pay of any member of the Union in the same month in which an initiation fee is so deducted from his/her pay.

Section 5: On or before the last day of each month, the President or Treasurer of Local Union No. 241 shall furnish the University with a list showing the name and address of any employee who shall have become a member in good standing in the Union and of any employee who shall have ceased to be such a member since the last previous list so

furnished to the University. Any such list, including the names of employees who have become such members, shall be accompanied by cards executed by such new members authorizing the University to make the deduction provided for in this Article.

ARTICLE 4 - RELEASE TIME

The following sets forth the policy concerning release time and payment to Union Officials, Shop Stewards and members for time spent away from work:

Section 1: Time Off With Pay

- (a) Union Shop Stewards shall be released for a maximum of two (2) hours off with pay, each month, to attend union meetings. The unused time shall not accrue from month to month.
- (b) Stewards shall be paid for time away from work to represent grievants from their department in Steps 1, 2 and 3 of the Grievance Procedure.
- (c) Union members shall be paid for time spent in meetings requested by the University.

Section 2: Time Off Without Pay

- (a) Time spent in the transaction of business which is unrelated to the functioning of the University such as time spent at the Union's International or Local offices.
- (b) Time spent in arbitration hearings, unless subpoenaed as a witness by the University.
- (c) Time spent in contract negotiations.

In all the above instances in Sections 1 and 2, if the Employee, Shop Steward or Union Official requires time off (with or without pay), he/she must give his/her supervisor at least 24 hours' notice of such meetings. Approval for granting time off regardless of whether such time off is to be with or without pay, shall be determined by management based on the operating needs of the Department.

In instances of time off without pay which needs immediate attention, the Union Shop Steward or Union Official, in his/her official capacity, must first obtain their supervisor's permission to leave, and then will punch out.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

Section 1: Each of the parties acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Union, its officers and representatives at all levels, and all Employees, are bound to observe the provisions of this Agreement. The University, and its representatives at all levels, are bound to observe the provisions of this Agreement.

Section 2: During the life of this Agreement, the Union will not cause, or cause the Employees represented by it to cause, nor will any such Employee take part in any strike, slowdown, work stoppage, or any other concerted interference with the University's work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity and no Employee shall participate in any such activity.

Section 3: The University agrees there shall be no lockout of any kind during the life of this Agreement.

Section 4: Any Employee or Employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the University's work in violation of this Agreement, will be subject to disciplinary action up to and including discharge.

ARTICLE 6 - NON-DISCRIMINATION

Section 1: **Preamble.** Columbia University is committed to providing a learning, living, and working environment free from unlawful discrimination and harassment and to fostering a nurturing and vibrant community founded upon the fundamental dignity and worth of all of its members.

Section 2: **Prohibition of Discrimination and Harassment.** In accordance with applicable laws, it is the policy of the University not to tolerate unlawful discrimination or harassment in any form and to provide those who feel that they are victims of discrimination with mechanisms for seeking redress.

Section 3: **Prohibited Conduct.** Columbia University's Employee Policy and Procedures on Discrimination, Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking, which defines prohibited conduct, can be found on the University's Equal Opportunity Affirmative Action office website page.

Section 4: **Complaints.** Complaints alleging conduct that violates the University's Equal Opportunity and Affirmative Action policy and/or this Article will be processed through the University's EOAA procedures.

ARTICLE 7 - DISCHARGE AND DISCIPLINE

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

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. The following procedures should not be construed, in any way, to limit informal discussions between any Employee and representatives of the University which may be utilized, as in the past, for the purpose of resolving disagreements.
- B. Unless otherwise specified in this Agreement, a grievance is a dispute between a bargaining unit Employee and the University, or the Union and the University, over the application or interpretation of the provisions of this Agreement or an alleged violation of it.

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

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

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

Step 2. The Union must present the grievance in writing with the provisions alleged to be violated to the Department Head within five (5) working days after the conclusion of Step 1 or within twenty (20) working days after the occurrence of the alleged violation, misinterpretation or misapplication, whichever is later.

The grievance will be discussed at a conference between the Union, the aggrieved Employee and the Department Head or his/her designated representative. It will be held within five (5) working days after the grievance was submitted and the Department Head or his/her representative will respond in writing to the Union within five (5) working days of the conference with a copy to the Employee. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

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

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

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

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

The members of the panel will be:

Marlene Gold
Rosemary Townley

F. Failure on the part of the University to answer a grievance within the time limits provided for in any step shall allow the Union to proceed to the next step. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. The time limits specified in this Article may be extended only by written agreement between the University and the Union.

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

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

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

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

ARTICLE 9 - WORK WEEK AND OVERTIME

1. The regular work week for all full-time employees shall consist of forty (40) hours per week, divided into five (5) working days of nine (9) consecutive working hours per day, except for an unpaid break for mealtime, not to exceed one (1) hour.

2. Employees will be provided with at least two (2) weeks of notice of any schedule change. If such notice is not provided, the employee shall receive time and one-half for the first eight (8) hours on the new shift.

3. Employees shall be paid one and one half (1 1/2) times their regular pay for authorized time worked in excess of forty (40) hours per work week.

4. Only vacation days, holidays, and personal days shall be considered time worked for determining eligibility for overtime pay. No other absences shall be considered as time worked in determining eligibility for overtime.

5. There shall be no pyramiding of overtime.

ARTICLE 10 - WAGES AND RATES

1. General Wage Increase:

(a) Effective July 1, 2024, Employees on the payroll of the University on such date and in a position covered by this Agreement shall receive a wage increase of three percent (3.0%).

(b) Effective June 30, 2025, Employees on the payroll of the University on such date and in a position covered by this Agreement shall receive a wage increase of three percent (3.0%).

(c) Effective June 29, 2026, Employees on the payroll of the University on such date and in a position covered by this Agreement shall receive a wage increase of three percent (3.0%).

(d) Effective June 28, 2027, Employees on the payroll of the University on such date and in a position covered by this Agreement shall receive a wage increase of three percent (3.0%).

2. Hourly Rates:

(a) The hourly hire-in rates are as follows:

Employees hired after July 1, 2024				
	Effective July 1, 2024	Effective June 30, 2025	Effective June 29, 2026	Effective June 28, 2027
	3.00%	3.00%	3.00%	3.00%
Material Handler	\$28.10	\$28.94	\$29.81	\$30.70

ARTICLE 11 - PROBATIONARY EMPLOYEES

Newly hired Employees shall be considered probationary for a period of six (6) months from the date of employment, excluding time lost for sickness and other leaves of absence.

During the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The University will copy the Union on the release letter.

ARTICLE 12 - SENIORITY

Section 1: University seniority shall be computed on the basis of the latest date of appointment with the University. Departmental seniority shall be computed on the latest date of appointment to the job classification within the department. Classification seniority shall be defined as that period of time during which an employee is continuously employed within a particular job title.

Section 2: (a) In the event of layoffs, employees with the least departmental seniority shall be laid off first. The University agrees to give the employee to be laid off a minimum of three (3) weeks' notice of a layoff, or pay in lieu thereof.

(b) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off.

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

Section 3: All seniority shall cease upon: (1) justifiable discharge; (2) voluntary quitting; (3) laid-off for a period of twelve (12) consecutive months; (4) a sick leave for

illness or injury exceeding twelve (12) months; and (5) failing to respond within three days exclusive of Sundays and holidays to an offer of work sent by registered mail.

ARTICLE 13 - LEAVES OF ABSENCE

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

(1) Bereavement Leave - An employee shall be paid at his/her regular rate of pay for up to three (3) working days of absence in the event of death of their spouse, same sex domestic partner, parent, grandparent, child, mother-in-law, father-in-law, brother, sister or close family member or spouse equivalent living in the household of the employee. Employees may use up to five (5) days of accrued vacation or personal time if necessary for travel to the funeral of a covered family member outside of the New York City metropolitan area. Departmental approval for use of such vacation or personal leave will not be unreasonably denied.

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

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

C. Military Leave - Leaves of absence without pay for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

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

E. When an employee returns to work following an authorized leave of absence, they shall be reinstated to their former classification with seniority for purposes of layoff.

ARTICLE 14 - SICK LEAVE

Employees shall be entitled to paid sick days as follows:

1. Newly hired Employees shall be entitled to paid sick leave earned at the rate of one (1) day for each completed month of employment, up to a maximum of twelve (12) days per year.

2. After one (1) or year of employment, Employees with the University shall be entitled to a total of twelve (12) additional days of sick leave each July 1st, provided that at no time will an Employee be entitled to accumulate more than sixty (60) working days of sick leave during any one year, including the days earned or to be earned in the current sick leave year.
3. If an Employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the Employer at the time of the resignation, layoff, or dismissal.
4. An Employee who is absent from work must notify his/her supervisor at least one (1) hour prior to the start of their shift to be eligible for paid benefits. The University may require proof of illness hereunder after an absence of three days or where a pattern of abuse may appear to exist.
5. Employee's absence from work on the scheduled day immediately preceding and/or immediately following a vacation period or holiday shall not receive sick pay for that day unless a proper doctor's note is submitted to substantiate that illness.
6. Eligible employees who are injured or ill are entitled to sick leave pay only when necessarily confined to their homes or to a hospital.
7. An Employee shall be entitled to use up to fifty-six (56) hours of his/her sick leave each year for family illness (parent, domestic partner, spouse, child, sibling, spouse's or domestic partner's child or parent, grandparent, grandchild or family member residing in the Employee's household); closure of an Employee's place of business by order of a public official due to a public health emergency or such Employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or any other applicable reason set forth in the NYC Earned Safe and Sick Time Act.
8. The University shall comply with the NYC Earned Safe and Sick Time Act.
9. A leave of absence for illness or injury shall not exceed twelve (12) months.

ARTICLE 15 - HOLIDAYS

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

LEGAL HOLIDAYS

New Year's Day
Dr. Martin Luther King, Jr.'s

UNIVERSITY HOLIDAYS

Day after Thanksgiving Day
Two (2) days selected by the University

Birthday¹ during the Christmas/New Year Season
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Election Day
 Thanksgiving Day
 Christmas Day

In addition to the above holidays, there shall be three (3) personal holidays. A personal holiday cannot be taken until after the completion of the probationary period.

In the event that an employee is required to work on any of the above holidays specified as "legal holidays or University holidays", they shall be paid a rate of time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday in addition to the day's pay (at regular straight time rate of pay) for the holiday.

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

ARTICLE 16 - VACATIONS

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

Less than one year	1 day for each two (2) months of service beginning with the third month to a maximum of 5 working days
After one year	10 working days
After three years	15 working days
After four years	20 working days
After fifteen years	25 working days

2. Vacations should be scheduled throughout the calendar year according to seniority and consistent with the operational needs of the department.

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

3. Vacations cannot be extended or cancelled during a scheduled vacation period without written consent from the Employer.
4. The vacation year is July 1st through June 30th. Up to ten (10) days of unused vacation earned during a vacation year may be carried over for use in the succeeding vacation year only. Carried over vacation days must be used by the end of the following vacation year from which they accrued.
5. The following limitations shall apply to vacations:
 - (a) Vacation time shall not accrue during an unpaid leave of absence.
 - (b) After the commencement of a vacation, no part thereof shall be changed to sick leave.

ARTICLE 17 - GROUP INSURANCE BENEFITS

Effective January 1, 2025:

1. Employees will be covered by University group insurance plans, as indicated below, provided that such coverage is contingent upon compliance with all existing requirements and conditions including, but not limited to, those which apply to Employee eligibility and contributions. The University shall give written notice of, but shall not be required to bargain with respect to changes in said plans required by law or changes that do not reduce benefits and are applicable to all University Employees covered by the plans.
2. The University has the ability to change insurance carriers as long as there is no significant diminishment of benefits.
3. Medical plan eligibility for newly hired Employees will be the first day of the month following completion of the two (2) month waiting period.
4. Dental Plan - the University will provide EmblemHealth Preferred Dental Benefits Plan A, at its own expense, to all Employees and their covered dependents.

5. All Employees may enroll in UnitedHealthcare Choice In-Network or they may enroll in United Healthcare Choice Plus 80 with contributions as outlined in the chart.

Effective 1/1/25	<u>UHC Choice In-Network EE Contribution</u>	<u>UHC Choice Plus 80 EE Contribution</u>
New and Incumbent Employees		
Employee only	\$55.00	\$30.00
Employee + Spouse	\$82.50	\$35.00
Employee + Child(ren)	\$77.50	\$32.00
Family	\$105.00	\$65.00
Effective 1/1/26	<u>UHC Choice In-Network EE Contribution</u>	<u>UHC Choice Plus 80 EE Contribution</u>
Employee only	\$65.00	\$40.00
Employee + Spouse	\$92.50	\$45.00
Employee + Child(ren)	\$87.50	\$42.00
Family	\$115.00	\$75.00
Effective 1/1/27	<u>UHC Choice In-Network EE Contribution</u>	<u>UHC Choice Plus 80 EE Contribution</u>
Employee only	\$75.00	\$50.00
Employee + Spouse	\$102.50	\$55.00
Employee + Child(ren)	\$97.50	\$52.00
Family	\$125.00	\$85.00
Effective 1/1/28	<u>UHC Choice In-Network EE Contribution</u>	<u>UHC Choice Plus 80 EE Contribution</u>
Employee only	\$85.00	\$60.00
Employee + Spouse	\$112.50	\$65.00
Employee + Child(ren)	\$107.50	\$62.00
Family	\$135.00	\$95.00

- (a) **WAIVER:** An Employee who waives health benefit coverage will not be entitled to retiree medical coverage.
- (b) **VISION PLAN:** All Employees who participate in the UnitedHealthcare Choice In-Network or the UnitedHealthcare Choice Plus 80 Plan shall be covered by the Basic Vision Plan.

Benefits will be as follows:

Vision Benefits	UHC Plans
Benefits Apply Both In-Network and Out-of-Network	
Routine Eye Exams	Adults: One exam every 12 months with a \$10 copay Children: One exam every 12 months with a \$10 copay

Lenses	Adults: Every 24 months, \$20 allowance for single lenses, \$30 for bifocal, \$40 for trifocal and \$75 for lenticular
	Children: Lenses covered in full every 12 months (more frequently if medically necessary)
Frames	Adults: \$30 allowance every 24 months
	Children: Up to \$100 covered in full every 12 months (more frequently if medically necessary). Cost above \$100 covered at 60%.
Contact Lenses	Adults: \$75 allowance every 24 months
	Children: Single purchase of pair of contact lenses or 1 box of contact lenses per eye covered at 100%

Child is defined as a member less than age 19.

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

6. Life Insurance:

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

B. The Employee shall have the option to purchase an additional optional life insurance policy for themselves up to a maximum of five times (5x) their base salary, up to a maximum of \$1,000,000, including your Basic Term Life Insurance coverage amount, at a rate established by the Insurance carrier and subject to underwriting restrictions imposed by the Insurance carrier.

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

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

ARTICLE 18 - RETIREMENT PLAN

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

RETIREE MEDICAL INSURANCE COVERAGE ELIGIBILITY:

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

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

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

An employee who waives active health care benefits coverage while an active employee, will not be entitled to retiree medical coverage. If you decline retiree medical upon retirement you will not have another opportunity to enroll in the plan.

Employees may arrange for retirement counseling through Vanguard and/or TIAA upon an individual employee's request.

RETIREMENT PLAN:

EFFECTIVE 7/1/2007

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

SAMPLE OF EMPLOYEE WORKING 6 YEARS AT UNIVERSITY

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

6 years graded vesting

Without impact of Salary increase and investment return

Year*	0	1	2	3	4	5	6
Salary	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Contributions%	2.00%	2.00%	2.00%	2.00%	2.00%	5.00%	5.00%
Bonus Cont %	0.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%
Contribution \$	800	800	800	800	800	8,000	2,000
Contribution Total	800	1,600	2,400	3,200	4,000	12,000	14,000
Vesting for Employees hired after 7/1/2024							
	0%	0%	20%	40%	60%	80%	100%
Value for Employees hired after 7/1/2024							
	0	0	480	1,280	2,400	9,600	14,000

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

ARTICLE 19 - TUITION EXEMPTION

Section 1. The University shall provide tuition exemption after a two-semester waiting period (administered as 7 months) for employees as indicated in a & b below.

(a) 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 of two (2) courses)

(b) Part -Time Employees (working 25 hrs. per week)

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

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

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

Section 2. The spouse and children of any full-time employee shall be entitled to utilize any unused portion of credit to which the employee is entitled under Section 1 of this Article except that there shall be no accrual of any unused portion or credit.

Section 3. The spouse and children of an employee shall be entitled to apply the employee's unused portion of credit to any course, graduate or undergraduate, subject to the following:

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

(b) Employee's spouse shall not be eligible to apply the employee's unused portion of credit until after a two-semester waiting period (administered as 7 months).

(c) Employee's children shall not be eligible to apply the employee's unused portion of credit until the employee has seniority for a minimum of four (4) years at the University.

(d) Employee's children must be enrolled as candidates for a Bachelor, Professional or higher degree. In cases where the child is registered as a degree candidate outside the University system but is able to obtain admission as a non-matriculated special student at Columbia, tuition exemption will be granted.

Section 4. Children must have matriculated into a degree program by age 26 to be eligible for the unused portion of the employee's benefit. Years of military service will not be counted toward matriculation age.

ARTICLE 20 - CHILD CARE

1. Eligible full-time Employees can elect to receive up to a \$5,000 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. Employees who receive the \$5,000 contribution may have the option to contribute additional funds from their pre-tax payroll to the Dependent Care FSA, subject to IRS regulations and the maximum allowable limit set by the IRS. Any additional contributions made by Employees will be subject to IRS regulations and may be treated as taxable income if they exceed the allowable limit.

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 21 - SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 22 - LABOR - MANAGEMENT COMMITTEE

A joint Labor-Management Committee shall be formed to discuss the administration of this Agreement and other related matters. This Committee shall not discuss active grievances. Meetings will be held on a quarterly basis at mutually agreed upon times. By mutual agreement, the parties can schedule an additional meeting or cancel a meeting. Agendas will be provided prior to the meeting.

ARTICLE 23 - HEALTH AND SAFETY

Section 1: The University, the Union and employees covered by the collective bargaining agreement are committed to maintaining a safe and healthy work environment.

Section 2: In order to maintain a safe and healthy work environment, the University and its employees will comply with all applicable local, state and federal laws pertaining to health and safety, including Occupational Safety and Health Act ("OSHA") regulations and the University's health and safety policies, procedures and training requirements.

Section 3: First aid kits will be accessible in appropriate work locations.

Section 4: Employees will be provided with the appropriate personal protective equipment (PPE) as determined by the University.

ARTICLE 24 - PERSONNEL FILES

Once per year, an Employee may schedule an appointment to review and obtain a copy of nonconfidential material contained in their personal file.

ARTICLE 25 - SEVERANCE PAY

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

ARTICLE 26 - UNIFORMS

1. Uniforms, including appropriate warm weather attire, shall be furnished by the University to all employees who are required to wear uniforms. The University will replace any work clothes destroyed, mutilated or damaged beyond repair because of conditions arising out of and in the course of employment in the service of the University, including normal wear and tear. The University will provide uniform cleaning services on a regular basis. All damaged or worn uniforms and/or equipment must be returned to the University at the time when replacements are issued.
2. New employees shall be fitted for uniforms within the first thirty (30) days of employment.
3. Employees are required to wear safety shoes or other authorized footwear as part of their work uniform. The University will provide an annual shoe allowance of \$130.00.

ARTICLE 27 - RESIGNATION

1. An Employee who resigns shall give the University two (2) weeks of advance written notice.
2. An Employee who gives notice of resignation as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time and personal days accrued on the effective date of the resignation or termination. If notice

is not given as provided above, an Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

ARTICLE 28 - EFFECTIVE DATES AND DURATION

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing following ratification and ending March 31, 2028.

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

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed in their names and on their behalf by their respective representative thereunto duly authorized on this 19th day of August 2024.

Agreed to:

THE TRUSTEES OF
COLUMBIA UNIVERSITY

LOCAL 241,
TRANSPORT WORKERS UNION OF
AMERICA

/s/ Idina Gorman _____

/s/ Alex Molina _____

Date: 8/19/2024

Date: 8/19/2024

SIDE LETTER

COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

LABOR RELATIONS

August 19, 2024

Alex Molina, President
TWU, Local 241
c/o Columbia University
Box 23 - Central Mail Department
116th Street and Broadway
New York, NY 10027

Re: Lump Sum Payment

Dear Mr. Molina:

Within thirty (30) days of January 1, 2025, each full-time employee on payroll as of the September 1, 2024, shall receive a one (1) time lump sum payment of \$1,250.

Sincerely,

/s/

Idina Gorman
Executive Director of Labor and Employee Relations
Columbia University

Agreed and accepted:

/s/

Alex Molina

Cc: Dan Driscoll, Annette Lopes