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AGREEMENT
-between-
TEACHERS COLLEGE
and
Technical Office
and
Professional Union

March 1, 2007- February 29, 2012

2110 UAW

AGREEMENT

between

TEACHERS COLLEGE

and

**Technical, Office and Professional
Union,
Local 2110 UAW, AFL-CIO**

MARCH 1, 2007–FEBRUARY 29, 2012

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EXHIBIT A

Dear Co-Worker:

Welcome to Teachers College.

The position that you occupy is one covered by the collective bargaining agreement between the College and Local 2110, UAW, a technical, office and professional union. Under the terms of this agreement, you are required to pay union dues (1.5% of salary to a maximum of \$20.77 biweekly, or 1.15% of gross salary, whichever is greater) after thirty days of employment. The College deducts these dues from your bi-weekly paycheck upon receipt from the union of a written authorization from you.

For a copy of the authorization form and information about the contract, you may contact Isaac Freeman, Unit Chair, ext. 3700, or you may contact Local 2110 headquarters directly at 113 University Place, 5th Floor, New York, NY 10003, (212) 387-0220.

Sincerely,

cc: Isaac Freeman, Unit Chair
Jennifer Myers, Local 2110

AGREEMENT made as of the 1st day of March, 2007 by and between TEACHERS COLLEGE (hereinafter "the College") and Local 2110, United Autoworkers, AFL-CIO (hereinafter "Local 2110").

WITNESSETH:

WHEREAS, Local 2110 has been certified by the National Labor Relations Board as the exclusive bargaining agent for certain employees of the College, as hereinafter defined, and

WHEREAS, as a result of such certification, the College recognizes Local 2110 as the exclusive collective bargaining representative for such employees, and

WHEREAS, the parties are mutually concerned about maintaining suitable wages, hours and other terms and conditions of employment which are consistent with the College's obligation to provide uninterrupted service, and

WHEREAS, in furtherance of these concerns, the parties have bargained collectively and have agreed to set forth their agreement in writing,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**ARTICLE I
RECOGNITION**

1. The College recognizes Local 2110 as the exclusive bargaining agent for, and this Agreement shall apply to, all on campus full-time and part-time (as hereinafter defined) secretarial and clerical employees including clerks, account clerks, secretaries, receptionist-typists, clerk-typists, assistant supervisors in the Word Processing Center, correspondence clerks, postal clerks, library assistants, personnel assistants, duplicating equipment operators, electronic data processing machine operators, bookkeeping machine operators, bookkeeping machine operator supervisors, key-punch operators, key-punch operator supervisors, audiovisual technicians, student financial aid counselors, cashiers, and telephone operators (hereinafter referred to as "employee or employees") excluding part-timers who work less than twenty hours except as hereinafter provided, maintenance employees, professional employees, temporary employees as defined herein, guards, watchmen, confidential employees, supervisors as defined in the National Labor Relations Act and all other employees.
2. At the time a new employee who is subject to this Agreement is hired by the College, the College shall deliver to each new employee a written notice in the form annexed hereto as Exhibit A.
3. A part-time employee is one who is regularly scheduled to work twenty hours or more per week or who works an average of twenty hours a week or more and who is not a student at Teachers College, Barnard College or Columbia University. For purposes of this Agreement such part-time employee who is in the bargaining unit and who subsequently elects to take courses as provided in this Agreement shall remain a member of the bargaining unit.

4. A temporary employee is one who is hired for a period of up to four (4) months and is so informed at the time of hire, and who is hired for special project or to replace an employee on leave or vacation. The said four (4) month period may be extended up to an additional two (2) months or for the length of maternity leave of the employee being replaced, with the consent of Local 2110, which shall not be unreasonably withheld; however, such employee shall become a member of Local 2110 after the expiration of the initial four (4) month period. The College shall notify Local 2110 within sixty (60) days if a temporary employee is filling a bargaining unit position including name of employee, department, projected dates of employment, salary of employee and reason for temporary employment.

If a temporary full-time employee is selected to fill a vacancy within the bargaining unit, or if the temporary position becomes a permanent position, the employee will be included in the bargaining unit. In such cases, the previous period of temporary employment shall be credited towards employee benefits under this Agreement. Upon the expiration of the temporary position, the employee who held the position will be given preference in consideration for any vacancies which then exist and for which the employee is qualified, and provided that nothing in this clause shall violate Article V dealing with job vacancies and promotions.

5. Any full-time employee who is a member of Local 2110 and whose work schedule or number of hours worked is subsequently changed shall remain a member of Local 2110.

ARTICLE II UNION SECURITY

1. As a condition of continued employment, any employee in a bargaining unit job classification covered by this Agreement as defined in Article I who was hired after March 1, 1973 shall become and remain a member of Local 2110 in good standing on the thirty-first day of employment or on the thirty-first day following the date of execution of this Agreement, whichever is later.
2. As a condition of continued employment, any employee on the active payroll as of March 1, 1973, and who is a member of Local 2110 shall remain a member of Local 2110 in good standing.
3. As a condition of continued employment and on the thirty-first day of employment or on the thirty-first day following the date of the execution of this Agreement, whichever is later, any employee on the active payroll as of March 1, 1973 who was not a member of Local 2110 shall either join Local 2110 and remain a member of Local 2110 in good standing or shall be required to pay to Local 2110 agency fees in amounts equal to Local 2110 dues required to be paid by members of Local 2110 at the same times that dues are paid by Local 2110 members.
4. As a condition of continued employment and effective the thirty-first day following the execution of this Agreement, any employee on the active payroll as of March 1, 1973, who was not a member of Local 2110 shall either join Local 2110 and remain a member in good standing of Local 2110 or shall be required to pay to Local 2110 agency fees equal to Local 2110 dues required to be paid by members of Local 2110 at the same times that dues are paid by Local 2110 members.

5. All employees referred to in Section 3 and Section 4 of this Article who elected not to join Local 2110 shall not be required to pay any fee to Local 2110 which is based on, or is equivalent to, the initiation fee required to be paid by Local 2110 members.
6. For the purpose of this Article, membership in Local 2110 in good standing shall mean that an employee has tendered to Local 2110 the initiation fee and membership dues required as condition of membership in Local 2110.
7. Subject to the provisions of Article XIII of this Agreement, any employee who fails to maintain his or her membership in Local 2110 or who fails to pay the required agency fees shall be discharged by the College twenty calendar days following receipt by the College of a written demand from Local 2110 requesting his or her discharge, unless the employee tenders the delinquent amounts to Local 2110 during the twenty-day period.

ARTICLE III CHECK-OFF

1. Subject to the provisions of Article II upon written notice from Local 2110, the College will deduct all Local 2110 membership dues as provided for in the authorization form set forth below, upon condition that at the time of such notice, Local 2110 shall furnish the College with a written authorization executed by the employee in the following form:

"I hereby authorize and direct my Employer to deduct from my wages and to pay over to Local 2110 on notice from Local 2110 such amounts including initiation fees and assessments (if any owed by me) as my membership dues in

said Local 2110 as may be established by Local 2110 and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and Local 2110, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner."

2. Any employee who does not sign a written authorization for deductions must adhere to the same payment procedures by making payments directly to Local 2110.
3. Monthly the College agrees to furnish a list of newly hired employees, their addresses, social security numbers (if available), classifications, pay grades, dates of hire, salaries, TC box numbers and offices in which employed; the names of terminated employees and dates of termination; bargaining unit positions that have been eliminated; names of employees who began leaves of absence during the month and the date such leaves began and ended; the names and dates of return of employees returning from leave; and any changes in such information (for example, change in classification, transfers, new addresses, rates of pay, etc.) which the Human Resources Office has been informed of.

ARTICLE IV
VISITATION, LOCAL 2110 ACTIVITY, BULLETIN
BOARDS, MEMBERSHIP MEETINGS, OFFICE
SPACE

1. Visitation. A representative of Local 2110 shall have reasonable access to the appropriate College departments and offices for the purpose of conferring with the delegates of Local 2110 and/or employees covered by this Agreement, and for the purpose of administering this Agreement. Where Local 2110 representative finds it necessary to enter upon the College's premises for this purpose, the representative shall advise the Human Resources Director or his/her designee, as the College shall state. Such visits shall not interfere with the operation of that department or office.
2. Local 2110 Activity. No employees shall engage in any Local 2110 activity including the distribution of literature which would interfere with the performance of work.
3. Local 2110 shall appoint a reasonable number shop stewards to carry out the provisions of this Agreement. The names of the shop stewards shall be given to the Director of Human Resources, who will inform the heads of the departments or divisions where the shop stewards are employed.
4. With sufficient prior notice, two hours paid time off shall be granted four times per year by the College for four stewards and two Local 2110 officers to attend Union meetings in a manner consistent with the adequate functioning of the College.
5. Steward Training Fund. The College will provide a fund of \$7,500 to be used for steward training during the course of the contract term.

6. Stewards and grievants shall give one day's advance notice to their supervisor for attendance at scheduled grievance meetings. Stewards and grievants shall be given paid time off to handle active grievances.
7. Bulletin Boards. The College shall provide space for five (5) bulletin boards in reasonably accessible places for Local 2110 notices. No notices which are derogatory to the College shall be posted. The five locations are:
 - a) first floor of Zankel Hall, outside of Human Resources Office
 - b) ground floor of Zankel Hall, behind Post Office
 - c) exit of the cafeteria, Grace Dodge
 - d) first floor of Thorndike Hall
 - e) Horace Mann first floor
8. Membership Meetings
 - a) The College agrees to provide space on campus for meetings with bargaining unit employees. This space will be provided during lunch time or after 5:00 p.m. Such lunch-time meetings should not interfere with the operation of a department or office.
 - b) One hour of work time between 4-5 p.m. (or some other mutually agreeable time) shall be granted four times per year for Local 2110 membership meetings. Such meetings shall be scheduled at a time that does not unreasonably interfere with the operation of the College.

9. Office Space

Local 2110 shall be provided with the use of 31 C & D Zankel Hall for office space and Executive Board meetings including local phone usage (excluding long distance use).

ARTICLE V SENIORITY

1. Definitions

- a) Bargaining unit seniority shall be defined as the length of time an employee has been continuously employed in bargaining unit job classification covered by this Agreement as defined in Article I.
- b) Classification seniority shall be defined as the length of time an employee worked continuously in a specific job classification within the division or department.

2. Accrual

- a) An employee's seniority shall commence after completion of the employee's probationary period and shall be retroactive to the date of last hire.
- b) Bargaining unit seniority and classification seniority shall be maintained (i) during a continuous authorized leave of absence of up to six months (or longer as provided in Article XXI) or for the period of maternity leave provided that the employee returns to work immediately following the expiration of the leave of absence and (ii) during a period of

continuous lay-off not to exceed the lesser of 12 months or length of an employee's continuous employment to be determined from the date of last hire. Benefits shall not accrue during any leave of absence.

- c) An employee who is absent from work because of an authorized leave of absence, shall upon his/her return to work be entitled to occupy the same job which he/she occupied immediately, prior to the absence, provided the said employee returns to work within four months. Article XXI, paragraph 6, shall apply herein.
- d) Upon returning from an authorized leave of absence, the returning employee shall be returned to his/her former job at the same rate of pay plus an increase that he/she would have received under this Agreement, as provided in 2(c) above. If the former job is not available, the returning employee shall be placed in an equivalent job at the same rate of pay he/she received for performing the former job, plus any increases that he/she would have received under this Agreement, if any equivalent job is available. In the event that the returning employee's former job is not available and no equivalent job is available, then the returning employee shall be offered another job which he/she has the ability to perform at the same rate of pay he/she received for performing the former job plus any increase which he/she would have received under this Agreement. The employee returning from a leave of absence shall give the College at least one (1) week's notice.

3. Loss of Seniority

An employee's seniority shall be lost when an employee (i) terminates voluntarily; (ii) is discharged for cause; (iii) willfully exceeds an official leave of absence; (iv) is laid off for a period of twelve consecutive months or a period exceeding the length of an employee's continuous service, whichever is less.

4. Application

- b) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to the terms of this Agreement, as in the scheduling of vacations.
- c) Classification seniority shall apply in matters relating to layoffs except where the efficiency and ability of the employees involved are materially unequal, within the division or department.

5. Lay-Offs

- a) Subject to the provisions of paragraph 4(b) of this Article, employees who have completed their probationary periods of employment shall be laid off on the basis of their classification seniority.
- b) In the event that an employee is laid off or is scheduled to be laid off and there exists a vacant position in any department which the employee has the efficiency and ability to perform, then the employee shall be offered the vacant job. In the event that two or more employees are scheduled to be laid off and a vacant position exists or vacant positions exist which the employees have the efficiency and

ability to perform, bargaining unit seniority shall prevail in offering employees the vacant position or vacant positions except where the efficiency and ability of the employees involved are materially unequal. The employee shall receive the same rate of pay if the vacant job is in the same pay grade. If the vacant job is in a lower pay grade, then the employee shall receive the highest rate of pay then received by any employee in the lower pay grade or the employee's current rate of pay, whichever is less.

- c) The College will notify the employee of a layoff when the College becomes aware of such layoff, but in no event less than 2 weeks' notice. If the employee does not work during any part of this period, he/she shall not be paid for the time not worked.
- d) If the employee has at least two (2) years of bargaining unit seniority at the time of the lay-off and no suitable job vacancy exists he/she may elect to displace any of the three (3) least senior employees with less than three (3) years' employment in another job classification in the bargaining unit whose job he/she has the ability to perform. In the event that there are no suitable positions available amongst the three (3) least senior employees with less than three (3) years of employment, then the employee to be laid off may elect to displace any of the three (3) least senior employees with less than five (5) years of employment in another job classification in the bargaining unit whose job he/she has the ability to perform.

In no case may a laid-off employee elect to displace another employee with greater seniority than the laid-off employee.

If a job filled in accordance with the above is in a lower pay grade, then the employee shall receive the highest rate of pay then received by any employee in the lower pay grade or the employee's current rate of pay, whichever is less.

- e) For the purpose of lay-off, any employee who is paid from funds derived from a specially financed project or projects and who is informed at the time that he/she is hired or transferred that his/her employment is for a specially financed project or projects and subject to this provision, shall have classification seniority within the specially financed project or projects to which he/she is assigned. Any such employee shall be considered to have bargaining unit seniority for purposes of transfer to a vacant position outside the specially financed project or projects subject to the provisions of paragraph 4(b) of this Article.
- f) Should layoffs within the unit occur and should no positions within the unit be available, the College will provide resume preparation and referral assistance to laid off employees in finding employment outside the unit.
- g) Laid-off employees shall be entitled to take CIS computer workshops at no charge up to four months following the effective date of the layoff.

6. Recall

- a) Any employee who is laid off may request the Director of Human Resources to inform him/her of all job vacancies that occur within one year of his/her

lay-off. If such vacancy occurs, the Director of Human Resources will inform the laid off employee by Certified letter to his/her last known address. The laid-off employee shall respond within five (5) working days of the date of receipt of the Director of Human Resources' letter, if he/she desires to accept the vacancy offered, and shall return to work within a reasonable time thereafter.

- b) Should a laid-off employee be offered recall to the same job from which he/she was laid off and declines such recall he/she shall lose all rights to recall.
- c) A laid-off employee who declines three job offers other than as provided above forfeits his/her recall rights.
- d) If the letter is returned by the Post Office as undeliverable his/her name shall be removed from the recall list.
- e) Recall rights shall be based on classification seniority.

7. Promotions and lateral transfers

- a) Promoted employees shall be given a trial period in the job to which they are promoted ("the promoted category") which is equal to the probationary period of employment for the promoted category. Immediately upon assuming the new job duties, the employee promoted to a higher grade shall receive an increase in his/her annual base rate of pay by an amount of five percent (5%) or the rate specified for the wage step to which an employee is promoted, whichever is greater, as of the date of the promotion. If the promoted employee is unable to perform the

duties required to be performed in the promoted category to the satisfaction of the employer, the employee shall be returned to his/her former job. If the former job is unavailable, the employee shall be returned to a job which is equivalent to his/her former job, at the rate of pay for the former job plus any increase which he/she would have received in the former job pursuant to this Agreement. The employee shall retain full seniority in that former or equivalent job category. In the event that the former job is not available and no equivalent job is available, then the employee shall be offered a position, which he/she has the ability to perform, at the same rate of pay received in the job category from which the employee was promoted plus any increase which he/she would have received in the former job pursuant to this Agreement.

b) When it is desired to fill any vacancy occurring in a classification within the scope of the bargaining unit, the following procedure will be observed, taking into account an employee's efficiency and ability, and except where these qualifications are materially unequal, preference will be given to the employee who has been in the employ of the College the longest.

i) All job vacancies shall be posted by the College for five (5) regular scheduled work days on the Human Resources Office bulletin board. Such notice shall contain a job description, the requirements for the job, the classification, pay grade, and the salary range. Copies of all job postings shall be given to Local 2110 and the Unit Chair (by hand) at the same time that they are posted.

ii) All interested employees shall apply in writing to the Director of Human Resources within the above-described five (5) day period. All employees who have so applied shall be considered for the position.

iii) If the College determines that no employee who has applied is qualified for the position, then the College shall fill the vacancy as it may determine.

iv) The employee, if any, awarded the job vacancy shall be placed in the new position within a reasonable period from the time notification is received by the employee that the employee has been awarded the position.

v) The above provisions shall be subject to the grievance and arbitration provisions of this Agreement.

c) Upon satisfactory completion of 6 months of continuous service on appointment, a member may apply for lateral move to a vacant position.

8. An employee who terminates voluntarily after five (5) years of continuous employment may return within one (1) year with no loss in seniority, provided there is a job vacancy for which the person is qualified. Seniority credit shall not be given for time not employed.

9. A voluntary transfer downward will result in a \$5.00 per pay grade reduction, with a maximum reduction of \$10.00 per week.

**ARTICLE VI
PROBATIONARY PERIOD**

1. Newly hired employees shall be considered probationary employees for a period of ninety (90) days from the date they commence employment.
2. At any time prior to the end of any employee's probationary period of employment, the College may discharge the probationary employee with or without cause and without recourse by Local 2110 or the employee.

**ARTICLE VII
MANAGEMENT RIGHTS**

1. To the extent not inconsistent with this Agreement, the College retains the exclusive right to hire, direct, and schedule the working force; to plan, direct, and control operations; to discontinue, reorganize, or combine any department or operation, with any consequent reduction or other changes in the working force; to hire and lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities, regardless of whether the new or improved methods or facilities cause a reduction in the working force, and, in all respects, to carry out the ordinary and customary functions of management. All of these rights shall be exercised in a reasonable manner.
2. Local 2110, on behalf of the employees, agrees to cooperate with the College to obtain and maintain full efficiency and maximum services and the College agrees to receive and consider constructive suggestions submitted by Local 2110 in connection with attaining these objectives.

**ARTICLE VIII
RESPONSIBILITIES OF THE PARTIES**

1. Each of the parties hereto acknowledges the rights and responsibilities of the other party and hereby agrees to discharge its responsibilities under this Agreement.
2. Local 2110, its officers and representatives at all levels, and all employees, are bound to observe the provisions of this Agreement.
3. Teachers College, and its representatives at all levels, are bound to observe the provisions of this Agreement.
4. During the life of this Agreement, Local 2110 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 interferences with the College's work. No officer or representative of Local 2110 shall authorize, instigate, aid, or condone, any such activity and no employee shall participate in any such activity.
5. Should any employee or employees take part in any strike or other activities contrary to the terms of this provision, Teachers College shall immediately notify Local 2110, and Local 2110 through its representatives shall take steps, as described below, to have the employee or employees concerned immediately returned to work in the case of a strike or to cease any other activity prohibited by this Section.
 - a) Publicly disavow such action by the employees.
 - b) Advise Teachers College in writing that such action by employees has not been called or sanctioned by Local 2110.

- c) Notify employees of its disapproval of such action and instruct such employees to cease such action and to return to work immediately.
 - d) Post notices at Local 2110 bulletin boards advising that it disapproves such action and instructing employees to return to work immediately.
6. Teachers College agrees there shall be no lockout of any kind whatsoever during the life of this Agreement.
7. Any violation of this Section shall be subject to the grievance and arbitration procedures established and described in this Agreement.
8. Any employee or employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the College's work in violation of this Agreement, will be subject to disciplinary action, at the discretion of Teachers College, up to and including discharge. Such disciplinary action shall be subject to the grievance procedure.

ARTICLE IX JURY DUTY

Any employee who is called for and serves on jury duty shall receive his/her regular pay. No deduction shall be made from an employee's sick leave, personal leave, or annual leave as a result of any absence resulting from jury duty. Immediately following receipt of a subpoena or other notice to report for jury service, each employee will immediately notify the Director of Human Resources that a subpoena or notice has been received. The College may request that the employee be excused from jury duty or that his/her jury duty be postponed if, in its discretion,

management believes that the business of the College will be substantially interrupted by the employee's absence. An employee shall not interfere with the presentation of any request for exemption from or postponement of jury duty, and whenever practicable, will cooperate with management in connection with obtaining such exemption or postponement. Any employee who serves jury duty more than once in any two-year period shall be entitled to receive his/her regular pay, as defined above, during the period of jury service connected with the first jury duty only. After two (2) weeks, the employee will receive his/her regular salary less the amount paid for jury duty.

ARTICLE X NON-DISCRIMINATION

Neither the College nor Local 2110 shall discriminate against or in favor of any employee because of race, color, sex, creed, national origin, political belief, marital status, sexual preference, gender identity and expression, age, handicap, or union activities.

**ARTICLE XI
WAGE RATES**

1. Increase Rates Vary Each Year

March 1, 2007 Increase rate at 3.5%

GRADE	Minimum	5+ seniority	10+ seniority	15+ seniority	20+ seniority
4	\$31,580	\$32,764	\$33,993	\$35,266	\$36,590
5	\$32,647	\$33,872	\$35,142	\$36,459	\$37,828
6	\$33,718	\$34,980	\$36,290	\$37,653	\$39,065
7	\$34,783	\$36,086	\$37,442	\$38,847	\$40,302
8	\$35,929	\$37,277	\$38,672	\$40,121	\$41,628
9	\$37,074	\$38,465	\$39,904	\$41,400	\$42,951
10	\$38,217	\$39,650	\$41,135	\$42,680	\$44,280

March 1, 2008 Increase rate at 3.5%

GRADE	Minimum	5+ seniority	10+ seniority	15+ seniority	20+ seniority
4	\$32,685	\$33,911	\$35,182	\$36,500	\$37,871
5	\$33,790	\$35,058	\$36,372	\$37,735	\$39,152
6	\$34,898	\$36,204	\$37,560	\$38,971	\$40,432
7	\$36,001	\$37,349	\$38,753	\$40,206	\$41,712
8	\$37,187	\$38,581	\$40,025	\$41,525	\$43,085
9	\$38,371	\$39,811	\$41,301	\$42,849	\$44,455
10	\$39,555	\$41,038	\$42,575	\$44,174	\$45,830

March 1, 2009

Increase rate at 3.25%

GRADE	Minimum	5+ seniority	10+ seniority	15+ seniority	20+ seniority
4	\$33,747	\$35,013	\$36,326	\$37,686	\$39,102
5	\$34,888	\$36,197	\$37,554	\$38,961	\$40,425
6	\$36,033	\$37,381	\$38,781	\$40,238	\$41,746
7	\$37,171	\$38,563	\$40,012	\$41,531	\$43,068
8	\$38,395	\$39,835	\$41,326	\$42,875	\$44,485
9	\$39,618	\$41,105	\$42,643	\$44,242	\$45,900
10	\$40,841	\$42,371	\$43,958	\$45,610	\$47,320

March 1, 2010

Increase rate at 3.5%

GRADE	Minimum	5+ seniority	10+ seniority	15+ seniority	20+ seniority
4	\$34,929	\$36,238	\$37,597	\$39,005	\$40,470
5	\$36,109	\$37,464	\$38,869	\$40,325	\$41,840
6	\$37,294	\$38,689	\$40,138	\$41,646	\$43,207
7	\$38,472	\$39,913	\$41,413	\$42,966	\$44,575
8	\$39,739	\$41,229	\$42,772	\$44,375	\$46,042
9	\$41,005	\$42,544	\$44,136	\$45,790	\$47,506
10	\$42,270	\$43,854	\$45,497	\$47,206	\$48,976

March 1, 2011

Increase rate at 3%

GRADE	Minimum	5+ seniority	10+ seniority	15+ seniority	20+ seniority
4	\$35,977	\$37,325	\$38,725	\$40,175	\$41,685
5	\$37,192	\$38,588	\$40,035	\$41,535	\$43,095
6	\$38,413	\$39,850	\$41,343	\$42,895	\$44,504
7	\$39,626	\$41,110	\$42,655	\$44,255	\$45,913
8	\$40,931	\$42,466	\$44,056	\$45,706	\$47,423
9	\$42,235	\$43,820	\$45,460	\$47,164	\$48,931
10	\$43,538	\$45,170	\$46,862	\$48,622	\$50,445

A. Salaries and minimums will be increased in each year of the agreement, as proposed.

March 1, 2007:	3.50%
March 1, 2008:	3.50%
March 1, 2009:	3.25%
March 1, 2010:	3.50%
March 1, 2011:	3.00%

B. Prior to the application of the 3.5 percent increase effective March 1, 2007, the amount of \$200 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed five years of service (but less than ten years) as employees with Teachers College on or before March 1, 2007.

Prior to the application of the 3.5 percent increase effective March 1, 2007, the amount of \$300 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed ten years of service (but less than twenty years) as employees with Teachers College on or before March 1, 2007.

Prior to the application of the 3.5 percent increase effective March 1, 2007, the amount of \$400 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed twenty years of service (but less than thirty years) as employees with Teachers College on or before March 1, 2007.

Prior to the application of the 3.5 percent increase effective March 1, 2007, the amount of \$500 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed thirty years of service as employees with Teachers College on or before March 1, 2007.

C. Prior to the application of the 3.5 percent increase effective March 1, 2008, the amount of \$200 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed five years of service (but less than ten years) as employees with Teachers College on or before March 1, 2008.

Prior to the application of the 3.5 percent increase effective March 1, 2008, the amount of \$300 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed ten years of service (but less than twenty years) as employees with Teachers College on or before March 1, 2008.

Prior to the application of the 3.5 percent increase effective March 1, 2008, the amount of \$400 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed twenty years of service (but less than thirty years) as employees with Teachers College on or before March 1, 2008.

Prior to the application of the 3.5 percent increase effective March 1, 2008, the amount of \$500 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed thirty years of service as employees with Teachers College on or before March 1, 2008.

D. Prior to the application of the 3.25 percent increase effective March 1, 2009, the amount of \$200 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed five years of service (but less than ten years) as employees with Teachers College on or before March 1, 2009.

Prior to the application of the 3.25 percent increase effective March 1, 2009, the amount of \$300 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed ten years of service (but less than twenty years) as employees with Teachers College on or before March 1, 2009.

Prior to the application of the 3.25 percent increase effective March 1, 2009, the amount of \$400 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed twenty years of service (but less than thirty years) as employees with Teachers College on or before March 1, 2009.

Prior to the application of the 3.25 percent increase effective March 1, 2009, the amount of \$500 shall be added, on a one-time basis, to the base rate of pay of all bargaining unit employees who have completed thirty years of service as employees with Teachers College on or before March 1, 2009.

E. Effective 3/1/1995, Grade 10 is added as a new classification whose duties include the distribution and follow up of work and necessary training of other members of the work team.

2. Any employee who works temporarily in a higher paid classification shall after working five continuous days, in such higher classification be paid the difference between the employee's then current classification base rate and the higher classification base rate during the time he/she works in such higher classification, but in no event less than five (\$5.00) dollars per week.
3. The College will not require any bargaining unit employee to fill the position of a supervisor due to a supervisor's temporary absence.

ARTICLE XII OVERTIME

1. Each employee shall receive compensatory time off at the rate of time and one half for all time actually worked after thirty-five and through the fortieth working hours per week. For all time worked in excess of forty hours per week each employee shall be paid at the rate of time and one half. When compensatory time is desired and so indicated on the time sheet, the employee has two subsequent pay periods for scheduling and use of the compensatory time. At the end of the second pay period any hours not used are paid.
2. For purposes of computing overtime pay, the following absences for which compensation is paid shall be deemed time worked: Jury Duty, Sick Leave, Holidays and Vacation Time, and Compensatory Time Off.
3. Overtime shall not be pyramided and in no event shall overtime be performed unless approved by the employee's authorized supervisor.
4. Overtime requirements shall be clearly stated in advance and adhered to except in emergencies.
5. Holiday work, see holidays.

ARTICLE XIII GRIEVANCES AND ARBITRATION PROCEDURES

1. The parties recognize that it is in their mutual interest to resolve immediately, amicably, at the lowest level, and with the least involvement of supervisory authority, all grievances and other disputes which may arise between them. The following provisions shall be liberally interpreted

so as to achieve this end and should not be construed, in any way, to limit informal discussions between any employee and representatives of the College which may be utilized, as in the past, for the purpose of resolving disagreements before they achieve the status of formal grievances.

2. a) If any dispute arises concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement, the parties shall attempt to settle and adjust the dispute in accordance with the following procedures:

STEP 1. The grievance shall be presented orally or in writing by an authorized Local 2110 representative to the grievant's immediate supervisor within a reasonable time. The grievant may be present at such time. The grievant's supervisor shall respond to the grievance orally or in writing within ten (10) working days from the day of its original presentation (response must be written if the grievance is in writing). If the grievance is not satisfactorily settled or withdrawn at Step 1, it shall immediately be subject to the provisions of Step 2.

STEP 2. Within ten (10) working days the grievance shall be presented either orally or in writing by Local 2110's Shop Steward or one of the authorized Local 2110 representatives to the Head of the Department in which the grievance arose. The Department Head shall respond either orally or in writing within ten (10) days (response must be written if the grievance is in writing). If the grievance is not satisfactorily settled or withdrawn at Step 2, it shall immediately be subject to the provisions of Step 3.

STEP 3. Within ten (10) working days from receipt of the response required by Step 2, the grievance shall be presented in writing by Local 2110's Shop Steward, or one of the authorized Local 2110 representatives to the Director of Human Resources

or to his or her designee who shall respond in writing within ten (10) working days from the date of receipt of the grievance.

STEP 4. If the grievance has not been satisfactorily settled or withdrawn as a result of Steps 1, 2, and 3, within fifteen (15) working days after receipt of the answer required by Step 3, unless the parties otherwise agree, either party may submit all or part of such grievance to arbitration before the American Arbitration Association. Failure to file for arbitration within fifteen (15) days shall not preclude either party from a late filing. The arbitrator shall have the full authority to issue an award in a written opinion and make such other ruling as the arbitrator, in his or her sole discretion, shall determine. The arbitrator shall have no power to add to, subtract from, modify, alter or amend in any way any of the terms of this Agreement. It is the intent of the parties that all unresolved disputes between them, concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement may be submitted to arbitration, but that only the parties shall have the authority to compel arbitration of any unresolved grievance. The expense of arbitration shall be borne equally by the College and Local 2110. The award of the arbitrator shall be final, conclusive and binding on the College, Local 2110 and the employees.

- b) In case of disputes concerning the imposition of a penalty involving the discharge or suspension of an employee, the grievance procedure shall commence at Step 3.
3. a) Any grievance made on behalf of the College shall be initiated by the delivery of a written statement of the grievance to the Unit Chair of Local 2110 at TC and Local 2110 headquarters or the Unit Chair's authorized designee, and Local 2110 shall respond in writing thereto within ten (10) working days.

b) If the grievance is not satisfactorily settled or withdrawn, the College may have the matter arbitrated in accordance with provisions of this Article.

4. The time limits set forth in this Article may be extended by written agreement of the parties. All time limits specified in this Article shall be deemed to exclude Saturdays, Sundays and legal holidays.
5. A grievance in which the College's representative designated in Steps 1 and 2 lacks authority to settle may be presented initially in Step 3 by Local 2110. The College's representative shall inform the authorized Local 2110 representative in the event that the College representative lacks authority to settle the grievance.

ARTICLE XIV HOLIDAYS

1. Every employee, regardless of the department in which he/she is employed, shall receive each year the following paid holidays:

New Year's Day

Martin Luther King, Jr. National Holiday

The Friday of the Academic Spring Vacation

Memorial Day

July 4th

Labor Day

Thanksgiving Holidays (Thursday and Friday)

Christmas Day and

Three (3) designated holidays during the winter break

Two (2) Personal Holidays (one after completion of three (3) months of employment and the second granted after six (6) months of employment).

2. Any of the holidays falling on a Saturday shall be celebrated on the preceding Friday. Any holidays falling on a Sunday shall be celebrated on the succeeding Monday. Any holiday falling during an employee's vacation period shall not be counted as a day of vacation. Any employee required to work on any holiday as defined above shall receive the regular holiday pay and, in addition, shall be compensated at the rate of one and one half times the employee's regular rate of pay for all hours actually worked. Notwithstanding the foregoing, the above holidays will be observed in accordance with stated federal policies as they may from time to time apply to each holiday, but in no event shall this provision be deemed to increase the number of holidays received by an employee during the duration of this Agreement.

3. The enunciated Election Day holiday shall be eliminated and another holiday shall be designated by the College and granted to each bargaining unit employee during winter break, for a total of three (3) designated winter break holidays in addition to the Christmas Day and New Year's Day holidays. It is further agreed that an employee shall be required to schedule and use up to three (3) vacation days, as necessary, should the College recognize as a vacation period the normal business days

between Christmas Day and New Year's Day, or the ensuing business days between New Year's Day and the next Saturday. In the event that an employee is required to work on days designated as "vacation days" during the aforementioned holiday period, the employee will be compensated at time and a half for each hour worked and will be able to use his/her vacation day(s) at another time. In the event that the College does not recognize said period as a vacation, then he/she will not be required to schedule and use vacation days at that time. The College further agrees to advance vacation time to any newly hired employee with insufficient vacation accrual to cover the days of closure for the aforementioned holiday vacation period. Employees who wish to be off on Election Day may schedule and use an accrued personal (floating) holiday or an accrued vacation day in accordance with the provisions of the Collective Bargaining Agreement.

4. **HOLIDAY WORK**

If holiday work becomes available, the incumbent in the position will be offered the opportunity to work before hiring outside the bargaining unit.

5. **PERSONAL HOLIDAYS**

a) Must be used between July 1 and June 30 of the current plan year or they will be forfeited.

b) Minimum notice for Personal Days shall be the previous day.

**ARTICLE XV
BEREAVEMENT LEAVE**

1. In the event of death in the immediate family of an employee (parent, grandparent, grandchild, brother,

sister, spouse, same sex domestic partner, child, mother-in-law or father-in-law), the employee shall be granted leave with pay up to five (5) working days.

2. Leave with pay up to one (1) working day, in the event of death, for a son-in-law, daughter-in-law, brother-in-law and sister-in-law.

**ARTICLE XVI
SICK LEAVE**

1. a) Sick leave credit accrues biweekly on a pro-rata basis as follows:

10 days per year during the 1st year pro-rated,

10 days per year during the 2nd year,

12 days per year during the 3rd year,

13 days per year during the 4th and 5th years,

14 days per year during the 6th and 7th years,

15 days per year after the 8th year.

b) After one year of employment sick leave may be advanced to an employee.

c) If an employee resigns, is dismissed or laid off and has exceeded allowable sick leave, the excess pay may be deducted from any monies due at the time of lay-off, etc.

2. No allowance for sick leave is granted for service during an employee's probationary period. When the service extends beyond the probationary period, retroactive credit is granted.
3. Sick leave not used may be accumulated for up to a maximum of 80 working days.
4. Sick leave may be used for absence due to actual illness of the employee and scheduled doctor's appointments with prior (at least 24 hour) notice. A reasonable amount of sick leave may be used when the employee's presence is required at home because of the serious illness of a family member requiring his or her care. An employee on maternity leave shall be allowed, at her discretion, to use sick leave (in conjunction with disability benefits).

Notification of absence due to illness should be made on each scheduled work day as early as possible to the employee's immediate supervisor, unless the employee is able to ascertain that the illness will exceed one day at the time he/she communicates with the College and so notifies his/her supervisor. Employees may be asked to submit a medical certificate or other similar evidence to substantiate the illness after three or more consecutive days of absence or if an employee has a pattern of absences. In addition, the College reserves its rights to have an employee who is actually working and who appears to be ill to be examined by a Physician of its own choosing, who may send the employee home.

5. At retirement, as defined in the non-academic employee pension plan, the College shall pay to the retiring employee an amount equal to one-half of the retiring employee's unused sick leave up to a maximum of forty (40) days, at the rate of pay in effect at that time.

ARTICLE XVII VACATION

1. Vacation credit shall begin to accrue after an employee completes his/her probationary period, at which time the employee shall receive vacation credit at the appropriate rate computed from the day of initial employment.
2. Vacation credit shall accrue biweekly on a pro-rata basis as follows:
 - 15 days per year during the 1st year.
 - 20 days per year during the 2nd through 4th years.
 - 23 days per year during the 5th through the 10th years.
 - 28 days per year during and after the 11th year.

Changes in accrual rates of vacation credit shall be effective at the beginning of the pay period in which the employee's anniversary date of employment occurs. Vacation credits accrued between July 1st and June 30th of each year must be used by June 30th of the following year.

3. Any employee who has completed 20 years of employment with the College shall be entitled to a bonus of one month's vacation (defined as 23 working days) which shall be taken only once. In addition, any employee who has completed 25 years of employment with the College shall be entitled to an additional bonus of one month's vacation (defined as 23 working days) which shall be taken only once.

Employees will have the option of cashing out all or part of their bonus vacation month(s) provided they exercise their buyout

election within two (2) years of the date on which they become eligible for the bonus.

4. a) Vacations shall be scheduled according to bargaining unit seniority but in a manner consistent with the adequate functioning of the College operations.
- b) Vacations, once scheduled and approved, may not be changed except by mutual agreement. Requests for annual vacation shall be in writing and approved in writing.
- c) Vacation scheduling requests shall not be unreasonably denied.
- d) Employees shall give at least one day's advance notice for three days or less of vacation.

ARTICLE XVIII WORK WEEK

1. Except as noted below, the regular work week for each full-time employee shall consist of seven (7) working hours per day for five (5) consecutive days. The work week begins on Monday and ends on Sunday.

In addition, each full-time employee shall be entitled to a meal break not to exceed one (1) hour for which the employee shall not be paid.

2. Each employee shall be entitled to take one 15-minute rest period during the first half of each employee's regular working day. In addition, each full-time employee shall be entitled to take one 15-minute rest period during the second half of each full-time employee's working day. On short

working days on Friday during the summers, the employee shall be entitled to only one 15-minute rest period.

3. Section 2 of this Article is subject to the understanding that in emergency situations it shall not be mandatory for each employee to be given the provided rest periods.
4. All meal breaks and rest periods shall be assigned by the College so that they do not unreasonably interfere with the operation of the College.
5. On pay day, employees shall be entitled to an additional 15 minutes for the meal-time break in order to cash or deposit pay checks.
6. All rules and regulations relating to unauthorized absences, signing in or out and/or lateness shall be uniformly applied to all employees in bargaining unit job classifications covered by this Agreement as defined in Article I.

ARTICLE XIX TUITION

1. EMPLOYEE TUITION POLICY

- a) Employees hired before September 1, 1980, will retain same number of credits as currently provided.
- b) Effective September 1, 1980, a full-time employee who is admitted to study at Teachers College or Columbia University in a degree-granting program shall be eligible to receive a tuition exemption allowance. Such allowance shall provide a total of 15 credits per year at Teachers College or 12 credits per year at Columbia from September 1 through August

31, subject to the understanding that the employee may not enroll for more than 6 credits during each of the Autumn and Spring semesters and no more than 3 credits in either of the summer terms. However, point flexibility will apply, providing it does not interfere with the efficient operation of the department and is approved by the applicable department head.

- (i) Any full-time employees hired on or after April 28, 2004 shall become eligible for the tuition exemption only after the expiration of 6 months from their date of hire. For all such employees, the allowance shall provide a total of 12 credits per year at Teachers College or 9 credits per year at Columbia for September 1 through August 31, subject to the understanding that the employee may not enroll for more than 6 credits during each of the Autumn and Spring semesters and no more than 3 credits in either of the summer terms.
- c) Tuition exemption allowance is granted only during the semester of employment and may neither be deferred nor made retroactive.
- d) If the student is continuously employed for less than a full term, the tuition exemption allowance will be pro-rated.
- e) All except fee-based courses and restricted courses listed in the Registrar's Office are open under tuition exemption.
- f) All part-time employees who are admitted to study in a degree granting program shall be eligible to receive 3 points of tuition exemption during each of the fall and spring terms at Teachers College, of which 2

points of tuition exemption during each of the fall and spring terms may be taken at Columbia.

2. SPOUSES AND DEPENDENT CHILDREN TUITION POLICY

- a) The unused portion of the employee's tuition exemption allowance during any term may be transferred to the spouse of any employee having five (5) or more years of full-time service, for use at Teachers College only under the same terms which apply to the employee in Section 1 above.
- b) A full-time employee who was hired prior to March 1, 1980 and who has completed five (5) or more years of full-time service with Teachers College immediately preceding the filing of the application for the scholarship is eligible to receive from the College a tuition scholarship for each dependent child formally admitted to a degree program in an accredited institution of higher education on the following basis:
 - i) The cost of the tuition for the academic year or 35% of the basic tuition fee at Columbia College for that academic year, whichever is less, subject to the understanding that the tuition scholarship is available to full-time and part-time students for a maximum of 120 credits, or the number of credits required by the institution to complete the four year degree. The credits are cumulative throughout one's college career including transfers from one institution to another.
 - ii) If the student is attending a college on a part-time basis other than Teachers College or Columbia

University the total amount of the tuition scholarship awarded may not exceed the total dollar amount for which the student would be eligible on a full-time basis over a 4-year period.

- c) A full-time employee who was hired on or after March 1, 1980 and who has completed five (5) or more years of full-time service with Teachers College immediately preceding the filing of the application is eligible to receive from the College a partial tuition scholarship for each dependent child formally admitted to an undergraduate degree program at Columbia or at any other non-Columbia accredited institution.
- i) The amount of the scholarship at Columbia or at any non-Columbia accredited institution will be the cost of tuition for the academic year or 35% of the basic tuition fee at Columbia College for the academic year, whichever is less, subject to the understanding that the tuition scholarship is available to full-time and part-time students for a maximum of 120 credits, or the number of credits required by the institution to complete the four year degree. The credits are cumulative throughout one's college career including transfers from one institution to another.
- ii) If the student is attending college on a part-time basis the total amount of the tuition scholarship awarded may not exceed the total dollar amount for which the student would be eligible on a full-time basis over a 4-year period.
- d) A full-time employee who was hired on or after March 1, 1980 and who has completed five (5) or

more years of full-time service with Teachers College immediately preceding the filing of the application for the grant is eligible to receive from the College full tuition exemption for a dependent child enrolled in a graduate degree program at Teachers College.

- e) All except restricted courses at Teachers College and at Columbia University are available under this program.
- f) The phrase "Dependent Child" includes a natural child, a legally adopted child and a dependent step-child who lives in the same household as the eligible employee and who may be taken as a dependent of the eligible employee pursuant to the provisions of the U.S. Internal Revenue Code.

3. TUITION REIMBURSEMENT FOR DEPENDENT CHILDREN OF RETIREES

- a) Tuition reimbursement, as set forth in Article 19, Sections 2(b) through 2(f), is available for the dependent children of employees who retire on or after March 1, 2001 with 30 or more years of service with Teachers College.
- b) The dependent children eligible for this benefit are those "as of record" at the time of the employee's retirement.

ARTICLE XX PENSION

The College agrees that its pension plan for non-academic employees shall be maintained as the terms of the plan existed on March 1, 1980, and as amended on July 1, 2006, on the understanding that any increased level of benefits applied to employees not covered by this Agreement resulting from future amendment to such pension plan shall also apply to the employees covered by this Agreement. The College will furnish Local 2110 a copy of any proposed amendment to the pension plan which has been submitted to the IRS for approval.

Upon vesting (completion of five years of service) an annual statement will be issued to each employee.

ARTICLE XXI LEAVE OF ABSENCE

Employees shall be eligible for an unpaid leave of absence after nine (9) months of continuous service in accordance with the following:

1. Child Care Leave—All employees are eligible for child care leave. The date of the commencement of the leave shall be mutually agreed upon by the employee and supervisor. Child care leave will be granted for a period not to exceed six (6) months.
2. Military Leave—Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with the applicable law.
3. Union Business—A leave of absence for a period not exceeding a total of five (5) days per year shall be granted to

employees in order to attend union conferences or conventions, provided such leaves will not interfere with the operation of the College.

4. Union Staff—A leave of absence, for a period of up to six (6) months shall be granted to take a position on Local 2110 Staff. Only one employee may be on this leave at any time.
5. Other Leaves—Leaves of absence, without pay, for other reasons will not be unreasonably denied by the College. FMLA leave spousal benefits are extended to the same sex domestic partners as well.
6. The College shall not unreasonably deny a request for extension of any of the leaves provided above.
7. 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.

ARTICLE XXII SEVERANCE PAY

1. Employees with one (1) or more years of bargaining unit seniority who are laid off shall receive severance pay at the rate of one week's pay for each year of bargaining unit seniority, pro-rated, up to a maximum of fifteen (15) weeks' pay, at his or her regular pay in effect at the time of the lay-off. This provision does not apply to a quit or discharge or to a lay-off of less than five (5) weeks.
2. When an employee has been compensated for severance pay under this article for any period of service, that period of service shall not be taken into account for the purpose of calculating severance in the event the employee is recalled and subsequently laid off.

**ARTICLE XXII
PART-TIME EMPLOYEES**

1. Part-time employees shall receive wages and wage increases provided for in this Agreement on a pro-rata basis and, as in the past, shall be entitled to membership in the College's non-academic pension plan. In addition, part-time employees shall receive the following benefits on a pro-rata basis: vacation, sick leave, holidays, tuition exemption (See Article XIX) and Health Plan coverage as contained herein.
2. Except in emergencies, any work connected with a job performed by a full-time or a part-time employee as defined herein as of March 1, 1973, or thereafter shall be performed by an employee within the bargaining unit only, on the understanding that this provision in no other way is intended to reduce or otherwise affect the College's rights as defined in Article VII of this Agreement.

**ARTICLE XXIV
HEALTH PLAN**

1. The College agrees to pay directly to GHI premiums for a medical insurance program, the "GHI Local 2110 Plan." Premium payments will be at 90% of the established rates; the final 10% will be paid only if the group experience requires it.
2. GHI will perform all administrative services. Both the Union and the College reserve the right to investigate and question claims and individual covered services.
3. GHI will maintain separate records on the claims experience of the Teachers College employees and will provide to the

College copies of those records monthly. Information on the Local 2110 group as a whole will be supplied annually.

4. GHI will provide a direct service line to employees to use to obtain information about their coverage and for claims processing.
5. GHI will provide to the College a designated contact person to respond to the College's inquiries.
6. If necessary, up to two hours paid time off per week shall be granted to an employee designated by Local 2110 to act as a Health Plan liaison for employees.
7. Upon mutual agreement of the Union and the College, the College will be allowed to withdraw from the GHI-Local 2110 Plan with thirty (30) days written notice to GHI.
8. The College agrees to extend group health insurance benefits (medical and dental) under the "GHI Local 2110 Plan" to the same sex domestic partners of covered bargaining unit employees. The covered bargaining unit employee who desires coverage for his/her same sex domestic partner must complete the Teachers College affidavit of same-sex domestic partnership and comply with the College's established certification process in order to verify cohabitation and financial interdependence. Benefit eligibility for same sex domestic partners shall not extend to the vision care or tuition remission programs provided by the College under other provisions of the Collective Bargaining Agreement.
9. As of October 1, 1998, the College agrees to provide vision care coverage under its existing policy of insurance for all eligible bargaining unit employees on an individual basis. Employees may elect and purchase family coverage by

paying the established premium contribution beyond the cost for individual coverage.

Effective March 1, 2004, the College agrees to pay up to \$75 per year per employee for out-of-pocket vision costs not covered by the College-provided vision care plan(s). Appropriate documentation of unreimbursed costs will be required. If the \$75 per employee amount is not used, it may not carry over into any subsequent year.

10. For the life of the Collective Bargaining Agreement between the College and Local 2110, the College agrees to reimburse annually actual premium expenses incurred by an eligible bargaining unit retiree, subject to a per retiree limit of \$1,000 for any eligible employee who retired between March 1, 1998 and February 28, 2001 and a per retiree limit of \$1,500 for any eligible retiree who retires after March 1, 2001, up to a total annual maximum reimbursement of \$40,000 for all eligible retirees in any one year. Said benefit shall be payable to any employee retiring on or after March 1, 1998, who has attained age 65 and has worked for the College for at least 15 prior years, or who has attained age 55 and has worked for the College at least 30 prior years. In addition, this benefit shall be payable to any employee retiring on or after March 1, 2001, who has attained age 62 and has worked for the College at least 20 prior years. Said benefit shall be payable only to those retirees who have retired, who have actual annual premium expenses for the purchase of individual health insurance and who are not eligible to participate (as either a covered employee or dependent) under any other group health insurance plan, except Medicare. In the event that a retiree is covered by any other group health insurance plan (as either a covered employee or dependent) at the time of initial retirement or thereafter, but subsequently loses that coverage during the life of the Collective Bargaining Agreement, said retiree

shall be eligible for benefits under this provision after the loss of group health insurance coverage provided that the retiree met all other eligibility criteria at the time of retirement from the College. The College agrees to carry over any unused reimbursement amounts from one contract year to the next contract year, if it is necessary to pay for reimbursed premiums.

11. The College agrees that it will implement, effective January 1, 2003, an enhanced PPO dental plan, to replace the existing dental plan.

ARTICLE XXV LIFE INSURANCE

Effective March 1, 2007 the Life Insurance benefit amount is \$15,000.

ARTICLE XXVI DISCHARGE OR DISCIPLINE

1. The College shall have the right to discharge or discipline any employee for just cause.
2. The College will notify Local 2110, Box 20, and Local 2110, 113 University Place, 5th Floor, New York, NY 10003, in writing of any discharge within twenty-four (24) hours from the time of discharge. If Local 2110 desires to contest the discharge, it shall give written notice thereof to the College within five (5) working days, but no later than ten (10) working days from the date or receipt of notice of discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, commencing, however, at Step 3 of the grievance machinery.

3. Discipline will take the form of verbal or written warnings, copies of written warnings to be provided to Box 20 and the Local 2110 headquarters at 113 University Place, 5th Floor, New York, NY 10003.
4. A written warning from which no other discipline derived within the subsequent two (2) year period following the date on which the warning was issued to an employee shall not be considered as part of the employee's personnel record for the purposes of this Article or Article XXXIV.

**ARTICLE XXVII
JOB DESCRIPTIONS AND PAY GRADES**

1. Any employee who believes that his/her job description does not accurately describe his/her present duties may request the Director of Human Resources in writing on the appropriate form to determine whether or not he/she is misclassified. The request shall be forwarded by Local 2110 to the Director of Human Resources and Department Head. Within thirty (30) days of submitting this request, the Director of Human Resources will inform the employee of the Director's decision. In the event of a disagreement with the Director of Human Resources' decision Local 2110 may submit the matter to arbitration as provided in this Agreement.
2. If the final decision results in reclassification to a higher pay grade, whether it is made by the Director of Human Resources or by an arbitrator, the employee shall receive an increase in his/her annual base rate of pay by an amount of five percent (5%) or the rate specified for the wage step to which an employee is promoted, whichever is greater, as of the date of the promotion.

**ARTICLE XXVIII
SAVING CLAUSE**

If for any reason any provision of this Agreement is determined or declared to be illegal, void, or otherwise unenforceable, it is agreed that this determination or declaration shall in no way affect the remainder of the Agreement.

**ARTICLE XXIX
FLEXIBLE HOURS**

Flexible hours shall be arranged for any employee who has need, provided the operation of the department continues to function properly. Reasons for such flexibility may be but are not limited to school needs for children, medical needs, or daytime classes which are not available outside regular working hours. Once established, a request for a change in hours may not be submitted more than once a year, except for variations in courses and other extenuating circumstances. The employee must make up time taken off.

During the summer term flexible hours for attendance at courses shall be limited to attendance at courses that are not given during the fall or spring terms, except that employees shall be permitted to attend courses held at or after 4:00 PM.

Requests for flexible hours shall not be unreasonably denied.

**ARTICLE XXX
PERSONAL WORK**

No employee shall be required to do personal work for his/her supervisor or for any other employee. Some examples of this are serving coffee, running personal errands, and babysitting.

**ARTICLE XXXI
RESIGNATION**

An employee who resigns shall give the College two (2) weeks' advance notice.

An employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was possible for the employee to have given such notice.

**ARTICLE XXXII
PERFORMANCE EVALUATION**

Any performance evaluation of an employee by the College will be shown to the employee and initialed by the employee. The initialing by the employee means that he/she has read the evaluation and does not mean acceptance.

**ARTICLE XXXIII
FRIDAY CLOSING**

1. Consistent with the adequate functioning of the College's operations and subject to the provisions of Article VII full-time employees in bargaining unit job classifications covered by this Agreement as defined in Article I will be

permitted to leave work at 3:00 p.m. on Fridays from June 1st through Labor Day and on the Friday immediately before Memorial Day.

2. Should any full-time employee be required to work past 3:00 p.m. during the above period he/she shall be paid for time worked between 3:00 p.m. and 5:00 p.m. at the rate of straight time in addition to the employee's regular rate of pay for the hours worked.

**ARTICLE XXXIV
PERSONNEL FILES**

1. Any employee who has cause to believe that his/her personnel file contains any material that is derogatory in nature or that is inaccurate or misleading may request the Director of Human Resources or the Employment Manager to search his/her file and reveal to the employee the said material.
2. Employees shall have the right to grieve as provided in Article XIII herein for the removal of such material from the personnel file.
3. Employees shall upon request have access to all files relating to them that are kept in any department. Copies of all employee personnel documents kept by departments shall be forwarded to the Human Resources Office.
4. Reference letters in connection with employee's hiring shall not be subject to the above.

**ARTICLE XXXV
LUNCH AND DINNER MONEY**

Any employee working on a Saturday, Sunday or holiday, which is not a regularly scheduled work-day, shall receive \$5.00 as lunch money.

Any employee required to work after 7:00 p.m. or more than two (2) hours past regularly scheduled quitting time, which is not the employee's regularly scheduled work-time and one which is being paid in accordance with the overtime provisions herein, shall receive \$10.00 dinner money. At times when meals are provided to the college employees working after 7:00 p.m., employees will be given the option of choosing the meal provided by the college or the meal voucher, but will not be provided with both the meal and the meal voucher. The above employee, working beyond 9:15 p.m. shall also be entitled to taxi fare in amount not to exceed \$15.00.

**ARTICLE XXXVI
SUCCESSORS AND ASSIGNEES**

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

**ARTICLE XXXVII
SEXUAL HARASSMENT**

Teachers College is committed to the principle that no employee shall be subject to sexual harassment, which includes unwanted verbal or physical sexual attention. In the case of such harassment, an employee may pursue the grievance procedure. Grievances under this Article will be processed expeditiously.

**ARTICLE XXXVIII
HEALTH AND SAFETY CLAUSE**

1. It is the College's responsibility to institute and maintain all necessary precautions to guarantee every employee a safe, healthful, and sanitary work place, including the conducting of fire drills in accordance with the local fire code. Local 2110 and the College agree to the formation of a Health and Safety Committee with equal employee and management representation.
2. The College will make every reasonable attempt to maintain and provide systems, machinery and equipment that will provide a safe and healthful working environment. The College is committed to maintaining reasonable temperatures.
3. Individual specific complaints with regard to temperature will be referred to the maintenance department for resolution. The College Health and Safety Officer may be called upon to assist in this resolution. In an effort to expedite this process, a new heating, air conditioning, plumbing and electrical work order system will be introduced. Copies of work orders will be sent to the College Health and Safety Officer.
4. The College also agrees to the formation of a temperature committee, which is a standing subcommittee of the College's Health and Safety Committee, with equal Local 2110 and management representation. The mandate of this committee will be to assist in the resolution of medium and long-range temperature problems. This may take the form of recommendations to the Vice President of Finance and Administration who will facilitate the resolution of these problems.

**ARTICLE XXXIX
NEW TECHNOLOGY**

1. The College shall notify Local 2110 when the college becomes aware that the introduction of new office equipment will substantially change an employee's job or result in the elimination of a job. The College will endeavor to provide training for such affected employees so they may learn to use the new equipment.
 - a) Special courses shall be set up by the Computer Center as the need arises, and participation in such courses shall be offered to Local 2110 members.
 - b) Appropriate grading of skills shall be decided by the College after consultation with Local 2110 and appropriate wage increases shall be given.
2. Employees working continuously on VDTs shall have a break of ten minutes to do non-VDT work during each hour of VDT work.
3. Employees shall be entitled to take CIS computer workshops which are related to work done at the College, at no charge providing they do not interfere with the operations of the department. The College shall not unreasonably deny granting time off to employees for this purpose.

The College will endeavor to purchase equipment and furniture with appropriate ergonomic design for use by VDT operators, including proper lighting where possible.

4. The College shall institute adequate training for employees for any hardware and software system it uses. Such training for employees shall be conducted on work time. The Work

Concerns Committee shall meet and consult regarding the nature, scope and schedule of such training.

**ARTICLE XXXX
CREDIT UNION AND UAW/V-Cap**

1. A payroll savings plan shall be instituted with the Local 2110 65 Family Federal Credit Union.
2. A check-off shall be instituted with the Local 2110 UAW/V-Cap.

**ARTICLE XXXXI
FLEXIBLE SPENDING ACCOUNT**

Effective January 1, 1990, the College shall offer participation in the flexible spending account (for out-of-pocket expenses that an employee pays for medical bills, pharmacy bills or child care bills).

**ARTICLE XXXXII
LABOR/ MANAGEMENT
COMMITTEE FOR WORK CONCERNS**

This joint committee will comprise three (3) secretarial/clerical members for Local 2110, one (1) officer of Local 2110 and one (1) each from a College academic and an administrative department; and three (3) representatives from the College's professional staff, the Director of Human Resources and one (1) each from an academic and an administrative department. The committee will meet at least once per quarter. It will work toward the resolution of issues of concern to both parties.

**ARTICLE XXXXIII
ATTIRE**

Consistent with the mission of the College, employees will wear appropriate attire at their workplace.

**ARTICLE XXXXIV
CHILD CARE SUBSIDY**

The College agrees to make \$41,000 for year 2007, \$42,000 for year 2008, \$43,000 for year 2009, \$44,000 for year 2010, \$45,000 for year 2011 available to be distributed as a child care subsidy to eligible employees with dependent children who are twelve years of age and under, in accordance with the following rules:

1. ELIGIBILITY

- a) The definition of a "dependent child" is as follows: a "dependent child" includes a natural child or a legally adopted child, or a dependent child who lives in the same household as the eligible employee and who may be taken as a dependent of the eligible employee pursuant to the provisions of the U.S. Internal Revenue Code. In order to verify dependency status, the College will request, as part of the application process, that employees provide documentary proof for each child for whom an employee seeks a subsidy payment. The proof required by the College may include, but not be limited to, a copy of the employee's tax return for the prior year evidencing that the child was claimed by the employee as a dependent, a certified or original birth certificate, adoption order or other legal documentation evidencing dependency status. An affidavit from the

employee shall be insufficient to establish dependency status. An employee who is a parent of a natural child or legally adopted child shall not be required to prove that the child was claimed as a dependent for tax purposes, provided that employee can demonstrate parental status through a certified or original birth certificate or original adoption order.

- b) In addition, in order to be eligible for a child care payment in a given year pursuant to this Article:
 - i) an employee must have been employed by the College by March 1 preceding the application deadline (see Section 3(a), below) and must be employed at the College as of the date of disbursement pursuant to this Article (i.e., on or about December 15); and,
 - ii) if an employee is seeking a child care payment for a newborn child or newly adopted child, the child must have been born or adopted, whichever is applicable, by the application deadline (see Section 3(a), below); and
 - iii) a child for whom a payment is sought must not have reached the age of 13 by the application deadline.

2. PAYMENT AMOUNTS

- a) Employees shall receive no more than \$1,500 per eligible child each year, up to a maximum of \$3,000 per family per year. Except as is provided in Section 2(b), below, as long as a child and/or employee is eligible pursuant to Section 1, the employee shall

receive a full payment for that child, irrespective of when the child became eligible. For example, if a child of an employee is born on October 14 (the day prior to the application deadline), the employee shall receive a full payment for that child for the relevant year.

- b) In the event that the number of eligible employees and/or children renders the total amount allocated per year (or a greater amount, if applicable, pursuant to Paragraph 2(c)) insufficient to permit the payments contemplated in Section 2(a), the College shall proportionally reduce the amount of the subsidy awarded to each employee by an appropriate percentage to ensure that the overall payment to employees does not exceed the applicable cap.
- c) In the event that the number of eligible employees and/or children is such that the total amount allocated per year is not exhausted, the College shall proportionally increase the amount of the subsidy awarded to each eligible employee by an appropriate percentage, provided however that no family shall be entitled to receive more than \$5,000 per year. In the event that any excess amounts remain following any necessary proportional increase, no more than \$5,000 of that excess amount shall roll over to the following contract year. In no contract year shall the amount available as a child care subsidy exceed \$45,000.

3. PROCEDURE

- a) A completed application for a subsidy payment, which must include the provision of any required documentation (see Section 1(a), above), must be received by the College's Office of Human Resources

no later than October 15. Applications received by the College's Office of Human Resources after October 15 will not be considered.

- b) The application form will be prepared by the College and shall be provided to the Union and to all employees via the College's internal mail on or about August 15. Additional copies of the application form also will be available to employees in the College's Office of Human Resources and on line.
- c) At a minimum, in addition to the documentation required in accordance with Section 1(a), above, the application form will require employees to provide the following information: name, social security number, College box number, College telephone extension, College department, hire date, home address, home phone number, the names, ages and a statement of the relationship of any child for whom a payment is sought to the employee. The employee also will be required to sign a verification that the child or children for whom compensation is sought are in fact dependents of the employee.
- d) The College will review the applications and make eligibility determinations. Payments shall be made by the College to eligible employees on or about December 15.
- e) On the date the payments are distributed to eligible employees, the College shall provide the union with a written report which states the names of employees who received a child care payment, the amount of the payment for each employee and the total amount distributed to employees.

- f) The provisions of this Article shall apply effective March 1, 2004 and specifically shall not apply to any subsidy payments for 2003.

**ARTICLE XXXXV
EMPLOYEE ASSISTANCE PROGRAM**

The College agrees to extend participation to all covered bargaining unit employees, and their eligible family members and same sex domestic partners, in its Employee Assistance Program.

**ARTICLE XXXXVI
TRANSIT CHECK PROGRAM**

The College agrees to implement a Transit Check program for which employees under this Agreement shall be eligible no later than March 1, 2002.

**ARTICLE XXXXVII
STAFF DEVELOPMENT**

Effective March 1, 2008, the College shall make available for each employee who has completed his or her probationary period \$315 per contract year to be used to enable the employee to attend continuing education offerings at Teachers College, Columbia University, NYU, CUNY or other New York City area organizations which will enhance the professional development of the staff member as it relates to his or her job at the College and/or to enhance the employee's opportunity for promotion to another College position. The referenced amount is available only for non-credit, registration fees and shall not carry over from one year to the next. Employee requests for funding pursuant to this Article are to be submitted to the employee's supervisor who will review the request for relevance to the essential responsibilities of the

employee's job and to ensure that the scheduling of the course will not interfere with the efficient operation of the department. Approved requests will be forwarded to the College's Employment Manager with appropriate documentation regarding the relevant continuing education offering within a reasonable period before the course. Payment for the course shall follow the same guidelines established for the professional staff.

**ARTICLE XXXXVIII
THE ENTIRE AGREEMENT**

The parties agree and intend that this written Agreement sets forth all the wages, rates of pay, hours of work and other working conditions of employment of the covered employees, that the provisions of this Agreement are to govern during the effective term hereof as provided in Article XXXXIX and that obligations not expressly provided for in this Agreement need not be assumed by either party and no other terms or conditions shall be added to or subtracted from this Agreement during its terms, except by written instrument signed by both parties hereto.

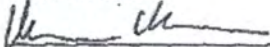
ARTICLE XXXIX
TERM OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing on March 1, 2007 through and including February 29, 2012.

The College and Local 2110 agree to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60) day immediately preceding the termination of this Agreement.

WHEREFORE, the parties have hereunto set their hands and seals the day and year first written above.

for Local 2110 UAW



Robert M. Christman

William J. King

Isaac Freeman

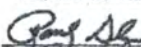
Marilyn Christman

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for Teachers College



Randy Glazer

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[Signature]

TEACHERS COLLEGE
COLUMBIA UNIVERSITY

OFFICE OF HUMAN RESOURCES

Maida Rosenstein
President
Local 2110, UAW – AFL-CIO, Technical, Office & Professional
Union
113 University Place, 5th Floor
New York, NY 10003

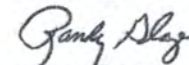
March 7, 2007

RE: Grievance Handling and Contract Training

Dear Ms. Rosenstein:

This is to memorialize the understanding between Local 2110 UAW and Teachers College that during the term of the contract, consistent with operational needs, a total of ten members of Local 2110 will be released for one day with pay for grievance handling and contract training.

Sincerely,



Randy Glazer
Director of Human Resources

TEACHERS COLLEGE
COLUMBIA UNIVERSITY

OFFICE OF HUMAN RESOURCES

Maida Rosenstein
President
Local 2110, UAW – AFL-CIO, Technical, Office & Professional
Union
113 University Place, 5th Floor
New York, NY 10003

March 7, 2007

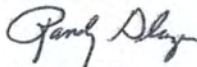
RE: Monthly Grievance Meeting

Dear Ms. Rosenstein:

This is to memorialize the understanding between Local 2110 UAW and Teachers College that a pilot monthly grievance meeting will be established, which is in addition to the contractual grievance procedure. This will be a six month pilot program that can be extended for six month periods, upon the agreement of the parties.

1. Monthly grievance meeting with Director of Human Resources, up to three college employees representing the Union exclusive of representatives of Local 2110 to discuss status, schedule, attendance and merit regarding current grievances, to resolve and to conduct Step 3, where appropriate.
2. The parties may agree to request facilitation and assistance by the Federal Mediation and Conciliation Service.
3. At the first meeting, the parties will seek to resolve outstanding grievances.

Sincerely,



Randy Glazer
Director of Human Resources

TEACHERS COLLEGE
COLUMBIA UNIVERSITY

OFFICE OF HUMAN RESOURCES

Maida Rosenstein
President
Local 2110, UAW – AFL-CIO, Technical, Office & Professional
Union
113 University Place, 5th Floor
New York, NY 10003

March 7, 2007

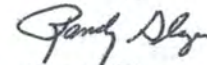
Dear Ms. Rosenstein:

RE: Labor/Management Committee for Work Concerns

Dear Ms. Rosenstein:

This is to memorialize the understanding between Local 2110 UAW and Teachers College that at the first session, the Labor/Management Committee will discuss ways to increase opportunities to promote to a grade 10. The results of these discussions will not be subject to the grievance and arbitration procedure however, the failure to hold a meeting to discuss grade 10 promotional opportunities will be subject to the grievance and arbitration procedure.

Sincerely,



Randy Glazer
Director of Human Resources

TEACHERS COLLEGE
COLUMBIA UNIVERSITY

OFFICE OF HUMAN RESOURCES

Maida Rosenstein, President
Local 2110, UAW – AFL-CIO, Technical, Office & Professional Union
113 University Place, 5th Floor
New York, NY 10003

March 7, 2007

Dear Ms. Rosenstein:

Re: Retiree Medical Premium Expenses

This is to memorialize the understanding between Local 2110 UAW and Teachers College that the College agrees to reimburse annually actual premium expenses incurred by an eligible bargaining unit retiree, subject to a per retiree limit of \$1,750 for any eligible retiree who retires after March 1, 2007. In accordance with Article XXIV the total annual maximum reimbursement amount for all eligible retirees in any one year is \$40,000.

As it has been discussed, the carry over amount from one contract year to another over the course of the current collective bargaining agreement will be done as per the example below:

2008 Total annual maximum reimbursement amount:

\$40,000

Paid: \$10,000

Balance left and carried over: \$30,000

2009 Total annual maximum reimbursement amount:

\$40,000 + \$30,000 = \$70,000

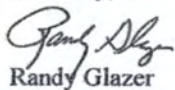
Paid: \$30,000

Balance left and carried over: \$10,000

2010 Total annual maximum reimbursement amount

\$40,000 + \$10,000 = \$50,000

Sincerely,



Randy Glazer

Director of Human Resources

BOX 149, 525 WEST 120TH STREET, NEW YORK, NY 10027-6696 • (212) 678-3175 • FAX (212) 678-3178

TEACHERS COLLEGE
COLUMBIA UNIVERSITY

OFFICE OF HUMAN RESOURCES

Maida Rosenstein
President
Local 2110, UAW – AFL-CIO, Technical, Office & Professional
Union
113 University Place, 5th Floor
New York, NY 10003

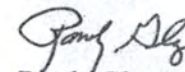
March 7, 2007

RE: Union Office

Dear Ms. Rosenstein:

This is to memorialize the understanding between Local 2110 UAW and Teachers College that within 90 days of ratification, the College with paint and test for asbestos and air quality of the space. If the test results are below acceptable levels, the College will provide the Union with equivalent space.

Sincerely,



Randy Glazer

Director of Human Resources

BOX 149, 525 WEST 120TH STREET, NEW YORK, NY 10027-6696 • (212) 678-3175 • FAX (212) 678-3178