

Columbia University

*and*

International Union, U.A.W./A.F.L.–C.I.O.

Local 2110

Technical, Office & Professional Workers



2012 – 2015

COLLECTIVE  
BARGAINING  
AGREEMENT


ADMINISTRATIVE AND  
OFFICE CLERICAL

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

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

**AND**

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

**FEBRUARY 1, 2012 THRU JANUARY 31, 2015**

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

WITNESSETH:

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

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

ARTICLE 1  
RECOGNITION

- A. The University recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 2-RC-19005.
- B. Confidential Employees, Columbia University student Employees (including Teachers College and Barnard College) and temporary Employees are excluded from the unit.
- C. A temporary Employee is one who is hired for a period of up to four (4) months and who is so informed at the time of hire and who is hired for a special project or to replace an Employee on leave of absence or vacation or to fill a job vacancy in the bargaining unit while an active search is being made for a regular replacement. The said four (4) month period may be extended for the length of a leave of absence. If a temporary full-time Employee is selected to fill a vacancy within the bargaining unit, or if the temporary position becomes a permanent position, the Employee will be included in the bargaining unit. In such cases, the immediate previous period of temporary employment shall be credited toward benefits under this Agreement; it being understood, however, that such period shall not result in any retroactive coverage or in any retroactive contributions to any benefit plan. SEE Appendix D.
- D. Effective March 1, 1995, the University agrees to notify the Union of temporary employees who have been on the payroll of the University for sixty (60) days. The notice shall include name, date of hire, replacing who or for what purpose and department.

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

- E. (1) The parties agree to establish a joint labor/ management committee consisting of three representatives from each side. A neutral member will be added to serve as facilitator of committee meetings. The University will bear the facilitator's fees and expenses. The facilitator for the term of this agreement will be Jay Nadelbach.

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

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

- c. Any newly-created officer position below grade 13.

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

- a. The University agrees to cooperate fully with the Union in providing relevant information in order to meaningfully review the positions. Such information will be provided in a timely fashion.
- b. Disputes which cannot be resolved by the joint labor/management committee shall be arbitrated by the Facilitator. Like cases and/or cases from the same department, school or division may be consolidated by mutual agreement.

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

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

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

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

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

All Employees who become employed by the University and covered by this Agreement on or after July 1, 1985, and who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning not later than thirty-one (31) days after commencement of their employment, or after the ratification of this Agreement, whichever is later, a service charge as a contribution toward the cost of administration of this Agreement and the representation of such Employees. The amount of such service charges shall be equivalent to the amounts uniformly required to be paid as dues and initiation fee by those Employees who choose to become members of the Union.

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

An Employee who has failed to maintain membership or to tender service charges as required by this Article shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

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

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

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



termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5** **GRIEVANCE AND ARBITRATION**

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

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

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

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