

Memorandum of Agreement  
Between  
Teachers College, Columbia University  
and  
Technical, Office and Professional Union, Local 2110 UAW, AFL-CIO

May 6, 2015

This memorandum of agreement entered into this 6<sup>th</sup> day of May 2015 extends all of the terms and conditions of the Collective Bargaining Agreement between Teachers College and Local 2110 which expired on February 28, 2015 and was extended by the parties until May 8, 2015 with the following changes which will be incorporated into a successor Collective Bargaining Agreement.

1. TERM OF AGREEMENT: March 1, 2015 – February 28, 2018
  
2. WAGES:  
Increase to base wages 3% March 1, 2015, additional 3% effective March 1, 2016, and an additional 3% effective March 1, 2017.
  
3. PENSIONS:  
For any employee not a member of the bargaining unit at the time of ratification, reduce multiplier to 1.75.
  
4. RETIREE HEALTH:  
Employees retiring on or after March 1, 2015 at age 55 with 30 years of service, or age 62 with 20 years of service are eligible for \$2,500 reimbursement for medical premium expenses, per year. Once the retiree who retires on or after March 1, 2015 becomes eligible for Medicare at age 65, the reimbursement amount will be \$2,000. The total annual maximum reimbursement expense for Teachers College is \$40,000.
  
5. TUITION:  
Employees will be eligible for the tuition benefit after three months of unit employment.  
  
An employee who becomes eligible for the tuition exemption benefit within the first month of the semester may receive tuition exemption for TC courses based on this policy. Employees who become eligible after the first month of the semester will receive a prorated benefit for tuition exemption for TC courses based on the time elapsed between the semester start date and the date that the employee is eligible to begin the benefit.
  - Benefits eligibility is within first month of semester: 100% of benefit applied
  - Benefits eligibility is after first full month but less than two months from the date the semester began: 2/3 benefit applied
  - Benefits eligibility is after second full month but less than three (3) full months from the date the semester began: 1/3 benefit applied

The benefits proration schedule for courses offered on an alternative schedule will be based on the date of the class start date.

6. VACATION SCHEDULE:

The vacation schedule has been modified to September 1 to August 31. Vacation credits accrued between September 1 and August 31 of each year must be used by August 31 of the following year.

For the purposes of this transition, vacation time earned between July 1, 2013 and August 31, 2014 must be used by August 31, 2015.

7. GRIEVANCE PROCEDURE:

Grievances affecting employees from more than one department or denial of an upgrade shall commence at Step 3 of the grievance procedure.

8. ARBITRATION:

Assignment of arbitrators will be determined based on the date of the initial grievance filing and by alphabetical order, on a rotating basis.

9. AGENCY PERSONNEL:

See attached.

10. ACCRUALS DURING LEAVES OF ABSENCE:

See attached.

11. JOB CLASSIFICATION REVIEW:

See attached.

12. Health Benefits:

Teachers College will pay directly to the health insurance provider for the medical and dental insurance program. Effective July 1, 2015 the current premium will be reduced by at least 5% for the individual and family coverage. The rate of July 1, 2015 will remain in effect until December 31, 2016. Beginning in 2016 the parties will discuss the effect of the ACA regarding premium levels. Either side, after July 1, 2016, may request Martin F. Scheinman to assist them with a path to address any ACA issues.

13. A letter will be issued to employees upon retirement.

*Handwritten initials in blue ink, possibly "M" and "S".*

This Agreement is subject to ratification.

Reviewed and agreed to by:

02 mba

Dated May 6, 2015

Teachers College, Columbia University

UAW, Local 2110

02 mba

*Paul D. Ransy* *Randy Gerson, AUP HR*

*M. M.* *Maida Rosenstern*

*Marcia Y. Ruiz* *MARCIA Y. Ruiz*

*Christina* *Christina Taylor*

*Marilyn Audain* *Marilyn Audain*

*Vestina Stucky-Wilkin* *Vestina Stucky-Wilkin*

*Lisa Mohler* *Lisa Mohler*

*Sally Oros* *Sally Oros*

*Stacy* *Stacy Thomas*

~~*Isaac Freeman*~~ *Isaac Freeman*



### Agency Employees

1. When the College decides it needs to fill a vacancy in a bargaining unit position and to contract with a temporary staffing agency ("Temp Agency") for the services of an agency worker to perform the job duties of the unit position during the recruiting and hiring process, the College will: (a) immediately notify the Union of the date on which the agency worker commenced his or her assignment to temporarily fill the bargaining unit position ("agency worker Start Date"); and (b) by the end of the fifth business day after the agency worker Start Date, the College will post notice of the vacancy. The bargaining unit position vacancy will end on the date the College hires an employee to fill the bargaining unit position ("Vacancy").
2. The assignment of the agency worker, or more than one agency worker, to fill the same Vacancy may continue for no more than ninety (90) calendar days after the agency worker Start Date. The 90-day period shall not be extended, except with prior approval of the Union, which shall not be unreasonably denied. After the period described in this paragraph is exhausted, the College will no longer use an agency worker to fill the same Vacancy.
3. An agency worker is not an employee of the College, is not a member of the bargaining unit, is not subject to the union security clause, and has no rights under the parties' collective bargaining agreement.
4. Nothing in this agreement shall be interpreted to require the College to hire any employee (including but not limited to the agency worker) to fill the vacancy at the end of the period set forth in paragraph 2 or to otherwise limit the College's rights under the collective bargaining agreement. The College reserves the right to make all hiring and assignment decisions in accordance with the collective bargaining agreement.
5. In the event the College decides to hire the agency worker for the vacant bargaining unit position, the date of hire as an employee of the College will be, for all purposes, the date of hire by the College for the posted vacant position, without regard to the prior date of assignment by the Temp Agency. The employee will receive no retroactive rights or benefits, from the College or Union, as a result of being assigned by the Temp Agency to perform work at or for the College.

### Accruals During Leaves of Absence

1. Employees on a leave of absence who are utilizing paid vacation, sick leave or personal days shall accrue new vacation, sick and personal days in the same proportion as they are utilizing for paid leave: e.g., if an employee is charged a full day of sick leave for each paid day out, s/he will earn vacation, sick and personal days at 100% of the contractual accrual rate during that period, if an employee is charged one third of a sick day to cover a day's pay, said employee earns vacation, sick and personal days at one third of the contractual accrual rate. However, such employees, regardless of their accrual rate, shall be paid a full day's pay for each holiday that occurs during the leave without charge to their accruals.

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TO Union: 11/25 3/11/15

2. Employees on an unpaid leave of absence (utilizing no paid accruals) shall not accrue any vacation, sick leave or personal days and shall not be paid for holidays, except as described in paragraph 3 below.
3. Employees on a workers compensation leave shall continue to accrue *new* ← vacation time at their regular contractual rate in accordance with the following schedule:

Less than 1 year of service	None
1 year or more but less than 10 years	3 months
10 years or more but less than 20 years	4 months
20 or more years of service	5 months

If an employee is on leave related to different workers compensation-eligible injuries, the employee will be entitled to the same schedule of vacation accrual for each leave. If an employee is out for the same work-related illness or injury, the above schedule will begin again for each new leave, provided the employee has been back at work for at least as much time as they were out on the previous leave.

#### **Job Classification and/or Job Description Review**

1. Any employee seeking review of his or <sup>her</sup> job classification and/or job description shall request such review by submitting the completed Secretarial/Clerical Job Questionnaire form directly to Human Resources. Applicants shall not be required but may, if they wish, supply HR with ~~date~~ supporting documentation. All requests for upgrades will be stamped on the day received and a copy will be forwarded to Local 2110 UAW.
2. If Human Resources determines that it needs further documentation from the supervisor and/or Department Head, Human Resources will solicit such information. Copies of all such documents will be forwarded to the applicant and Local 2110 UAW.
3. Human Resources will also forward a copy of its decision on the upgrade to the applicant and to Local 2110.
4. Employees will not be considered for an upgrade until a fully completed Secretarial/Clerical Job Questionnaire form is submitted to Human Resources. Approved upgrades shall be retroactive to the date the employee submitted the Questionnaire to HR.
5. The College will notify all managers that upgrade requests must be submitted through Human Resources.
6. (NEW) The College anticipates implementing an automated process for collecting employee job questionnaire information. The College will notify the Union and all employees of the new system.

*Handwritten initials/signature*