

THIS AGREEMENT is made as of the 13th day of October, 2016, with wages to be effective November 1, 2015, by and between TEACHERS COLLEGE ("College") and Highway Local Motor Freight Drivers, Dockmen & Helpers Local Union No. 707, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Union").

WITNESSETH:

WHEREAS, the Union has been recognized by the College as the exclusive bargaining agent for certain Facilities and Residence Hall Employees of the College, as defined in Article 1 of this Agreement, and

WHEREAS, the College and the Union have met and bargained collectively about wages, hours, and other terms and conditions of employment,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the College and the Union agree, as follows.

ARTICLE 1:

Recognition

Pursuant to the certification of representative in Case No. 2-RC-18318 issued by the National Labor Relations Board, the College recognizes the Union as the sole and exclusive bargaining agent of all full-time and regular part-time employees employed in the College's Department of Facilities (formerly known as the Department Building & Grounds) as designated in the Certification of Representative. This also includes Shipping and Receiving. As used in this Agreement, the words "employee" or "employees" means a person or persons represented by the Union for purposes of collective bargaining under this Article.

ARTICLE 2:

Union Security

A. Union Shop

1. Condition of Employment: It shall be a condition of employment that all employees of the College covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain

members in good standing, and those who are not members of the Union on the effective date of this Agreement shall become and remain members in good standing in the Union no later than the 30th day following the effective date of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall become and remain members in good standing with the Union no later than the 30th day following the effective date of this Agreement. For the purpose of this Article an Employee shall be considered a member in good standing if he/she tenders the uniformly required periodic dues and or initiation fees related to representation costs.

2. Failure to Become a Member: In the event the Employee fails to tender the uniformly required periodic dues and or initiation fees related to representation costs, the Union shall send written notice to the Employee, with a copy to the College, advising the Employee that he/she no longer is a member of the Union in good standing, and warning the Employee that unless the uniformly required periodic dues and or initiation fees related to representation costs are paid within seventy-two (72) hours the College shall be requested to discharge him/her. If the Employee, after such notification from the Union, does not correct his/her default within seventy-two (72) hours, the Union may send written notice to the College, with a copy to the Employee, demanding the Employee's discharge and the College shall immediately discharge the said Employee. A discharge made pursuant to this Agreement shall not be subject to the grievance and arbitration provisions of this Agreement. The Union agrees to indemnify and hold harmless the College against any damage or expense incurred by reason of a discharge affected at the request of the Union.
3. Compliance with the Law: In the event of any change in the law during the term of this Agreement, affecting the provisions of this Article 2, then the Union may elect to reopen the subject matter of this Article upon giving the College ten (10) days written notice for the purpose of bargaining to the extent that any portion of this Article is affected by any such change.
4. If any provision of this Article is invalid under the law of the State of New York, such provision shall be modified to comply with the requirements of state law

or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

B. Hiring Additional Employees

The College shall notify the Union when new employees are to be hired. The Union shall have the right to send applicants for the job or jobs and the College agrees to interview such applicants and give the same interview considerations to applicants sent by the Union as is given to applicants from other sources. This provision shall not be deemed to require the College to hire applicants referred to the College by the Union or to preclude the College from hiring employees from other sources. The College reserves the right to finally pass on the qualifications and experience of all applicants for employment.

C. New Employees

The College shall immediately notify the Shop Steward, or, if there is no Shop Steward, the Union, of the employment of any person who under this Agreement is required to be a member of the Union. Upon notice from the Union that any employee who, thirty (30) days from the date of first employment, as applicable, has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining Union membership, the College agrees to terminate such employee after receipt of ten (10) days' written notice, excluding Saturdays, Sundays and Holidays, from a properly authorized official of the Union, certifying that membership has been and is continuing to be offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues and initiation fee payments uniformly required as a condition of acquiring and maintaining Union membership.

D. D.R.I.V.E. Authorization and Deduction

The College agrees to deduct from the paycheck of all employees covered by this Agreement, who submit signed authorization cards to the College complying with all applicable laws, voluntary contributions to D.R.I.V.E.

D.R.I.V.E. shall notify the College of the amounts designated by each contributing employee that is to be deducted from his/her paycheck on a weekly basis and for all

weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

The International Brotherhood of Teamsters shall reimburse the College annually for the College's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The College shall transmit to National D.R.I.V.E. headquarters, at the below address, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck:

National D.R.I.V.E.

P.O. Box 758637

Baltimore, MD 21275

The Union agrees that it will indemnify and hold harmless the College and its Successors, Assigns, Directors, Officers, Employees and Agents from and against any and all damages, liabilities, obligations, cost, expenses, claims, or damages, either known or unknown relating to or arising out of this program.

ARTICLE 3:

Check-off

- A. Upon receipt and pursuant to an appropriate written authorization from an employee, the College shall deduct (commencing not earlier than the first pay period following the completion of the employee's thirtieth (30th) day of employment) each month from such employee's wages and remit to the Union the regular monthly Union dues and initiation fee as fixed by the Union.
- B. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
- C. The College shall be relieved from making the "check-off" deductions pursuant to this Article upon an employee's (1) termination of employment, (2) transfer to a job other than one covered by Article 1 of this Agreement (RECOGNITION), (3) layoff from work, (4) an authorized leave of absence, or (5) revocation of the

check-off authorization in accordance with its terms or with applicable law. Notwithstanding items (1), (2), (3), and (4) of this paragraph, upon the return of an employee to work from any of the foregoing enumerated absences, the College will immediately resume the obligation of making said deductions.

- D. The College shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
- E. The College shall remit to the Union all deductions for Union dues and initiation fees made from the wages of employees pursuant to this Article by the end of the month in which such deductions are made.
- F. It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the College harmless from any claims, actions or proceedings by any employee arising from deductions made by the College hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4:

Management Rights

Except as otherwise provided in 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 lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether the new and 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 subject to the understanding that the College will consult with the Union before exercising any right under this Article and subject to the further understanding that any such right shall be exercised in a reasonable manner.

ARTICLE 5:

Union Rights

- A. In accordance with existing procedures, the Union shall have the right to hold membership meetings in the buildings of the college, and the Union and/or its committees shall have the right to meet in buildings of the College for the purpose of conducting official business at other reasonable times, subject to the understanding that no such use shall interfere with the adequate functioning of the college's operations.
- B. The College agrees that it will provide maternity leave benefits on a non-discriminatory basis as required by law.
- C. The Union shall have the right to use two (2) bulletin boards for the publication of appropriate official notices. These bulletin boards shall be placed conspicuously, in places readily accessible to employees in the course of their employment, and in places agreed to between the College and the Union. Notices posted on these bulletin boards must be approved and initialed by the Union Shop Steward or his or her authorized designee in advance of posting.
- D. Protection of Rights:

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action by the College or by the Union in the event an employee refuses or decides to enter upon any property involved in a primary labor dispute, or goes through or refuses to go through or work behind any primary picket line, including primary picket lines at the College's places of business, it being the parties' intent that the decision to enter or not to enter any such property will be each individual employee's own decision as a matter for his or her personal conscience.

ARTICLE 6:

No Discrimination

- A. Neither the College nor the Union shall violate any law prohibiting discrimination against any employee on account of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, physical handicap or union membership.
- B. The College agrees that it will provide maternity leave benefits on a non-discriminatory basis as required by law.

- C. Relatives and/or cohabitants may not be employed within the same work area or department and no employee shall work under the supervision of a member of *his* or her immediate family whether through a direct organizational relationship or an indirect relationship, such as that between a person holding an academic appointment and a staff member. This can include ongoing project management teams. For purposes of this policy, immediate family is defined as parent, spouse, domestic partner, children, uncle, aunt, niece, nephew, brother, sister, or in-law. If two employees marry or establish a domestic partnership, both may retain their positions, provided: they do not work in the same department and/or one is not under the direct or indirect supervision of the other.
- D. The implementation of Article 6 (C) will not result in the loss of employment or rights and privileges provided under the Agreement to employees hired prior to September 1, 2004. However, employees hired prior to September 1, 2004, will not influence personnel, financial or other operational decisions which could affect a family member who is also an employee.

ARTICLE 7:

Workweek

- A. Except as provided below, the regular workweek for each regular full-time employee shall consist of eight (8) working hours per day for any five (5) consecutive days.
- B. Each employee shall be entitled to take one paid 15 minute rest period during the first half of his or her working day and one paid 15 minute rest period during the second half of his or her working day, subject to the understanding that on the short working Fridays during the summer months, any employee who is released from work early shall be entitled to take only one paid 15 minute rest period.
- C. 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.
- D. All rules and regulations relating to unauthorized absences, signing in or out and/or lateness shall be uniformly applied to all employees.
- E. Overtime Work and Pay
 - 1. An employee shall be paid at the rate of one and one-half times his or her

regular hourly rate for all hours worked in excess of (1) eight (8) hours daily or (2) forty (40) hours weekly except that for the purposes of calculating 40 hours of work under (2) hereof, no employee shall receive credit for time worked for any absence due to illness or vacations of three days or more.

2.

- a. Overtime work properly assigned to an employee, must be worked by the employee.
- b. At the option of the College, any employee who performs four or more hours of unscheduled overtime work (e.g., either overtime work for which the employee did not volunteer in advance of the day on which it is worked, or overtime work which the employee is not scheduled to perform pursuant to the regular rotation plan in effect at the time it is originally assigned to another employee) shall either be paid a meal allowance in the sum of \$10.00, less required withholdings, or shall be furnished with a meal.

F. Friday Closings

Consistent with the adequate functioning of the College's operations, each employee who works a regular 40 hour workweek shall be entitled to two (2) hours time off with pay on each Friday on which the employee actually works (e.g., excluding holidays, vacation days, sick leave days, personal leave days, etc.) during the period beginning the Friday before Memorial Day, through Labor Day, except during registration. Consistent with the reasonable scheduling requirements of the College, if it is necessary for an employee otherwise eligible to receive the benefit of this provision to work, any such employee shall be entitled to receive an equivalent amount of time off at another mutually convenient time.

G. Rotation of Overtime

1. Except in emergency situations and except as provided in Article 30 (TEMPORARY REPLACEMENTS), overtime work shall be distributed on a rotation basis to employees available to do the work and who have the ability and fitness to work the overtime, in accordance with seniority within each job classification. Management has the sole discretion to define when the work will be performed. If it is determined by mutual agreement of the parties, or by

arbitration pursuant to this Agreement, that an employee was improperly excluded from overtime work assignment based upon seniority, the sole remedy shall be to schedule the employee for said overtime work on the next occasion that overtime is required to be worked. Any employee who is incorrectly assigned such work out of sequence shall have his or her next overtime assignment deferred until such time as his or her assignment is consistent with his or her entitlements under the terms of this Article.

2. Overtime work related to emergency situations, weekends and holidays, and special events and projects, shall be distributed on a rotation basis, in accordance with seniority within each job classification, provided candidates are able and fit to perform the work involved. Management will post the current overtime rotation list on a weekly basis.
- H. When the College closes during a regular work day, due to an official College closing, and the staff is sent home early, any employee who is required to finish his or her work day, will be paid one and one half (1 1/2) times his or her hourly rate for the balance of the day.

ARTICLE 8:

Probationary Period

- A. Any new hire shall be considered a probationary employee for the period of seventy-five (75) working days from the date of employment, however this period of time can be shortened by mutual agreement between the Union and the College.
- B. At any time prior to the end of an employee's probationary period, the College may discharge the probationary employee with or without cause and without recourse by the Union or the employee, provided, that the College may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After the probationary period, the employee shall be placed on the regular seniority list, as applicable.
- C. This article pertains to individuals hired to fill vacant positions, including individuals engaged from staffing agencies to fill a position opened due to a vacancy.

ARTICLE 9:

Seniority

A. Definitions and Applications

1. Bargaining unit seniority shall be defined as the length of time an employee has been continuously employed in any position in the bargaining unit as defined in Article 1 (RECOGNITION) of this Agreement. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of employment is a factor pursuant to the terms of this Agreement.
2. Classification seniority shall be defined as the length of time an employee has been continuously employed in a bargaining unit job classification covered by this Agreement.
3. Seniority Rank and Posting: Within 30 days after signing of this Agreement, the College shall post in a conspicuous place a list of employees arranged according to their seniority. Claims for corrections to such lists must be made to the College within ten (10) days after posting, and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be subject to the Grievance Procedure as established by this Agreement.
4. Seniority shall prevail in that the employees shall have preference to choose their shifts, by seniority, when offered, provided the employee has the ability and fitness to perform the work of that job classification. When a position shift and/or route become available due to natural attrition (i.e, retirement, voluntary, or non-voluntary termination) a current employee with seniority and ability and fitness may apply for that posted job vacancy. In no circumstances or exceptions will this clause be valid other than as outlined above.

B. Commencement and Accrual

1. An employee's seniority shall commence the day after the employee completes his or her probationary period and shall be retroactive to the date of initial employment.
2. Except as otherwise provided in Section B.3. of this Article, seniority shall accrue on and after the day it commences.
3. Seniority shall be maintained but shall not accrue during a period of continuous

layoff not to exceed twenty-four (24) months.

C. Loss

An employee shall lose his or her seniority when the employee (1) terminates his or her employment voluntarily; (2) is discharged for just and sufficient cause; (3) willfully exceeds an authorized leave of absence; or (4) is laid off for a period in excess of twenty four (24) months.

ARTICLE 10:

Promotions, Layoff and Recall

A. Promotion

1. In the event a vacancy occurs in a job classification which pays more than an employee's present job classification, when the employee has the ability and fitness to perform the work of that job classification and applies for the promotion in response to a notice posted by the College, he or she shall be promoted to that job classification so long as the employee's bargaining unit seniority is greater than any other employee similarly situated, unless the ability and fitness of the employees involved to perform the job are materially unequal or unless the situation is covered by 10(A)(1)(a) of this Agreement.
 - a. Employees within a particular shop will be given priority for promotional opportunities over employees from outside of the shop. In the event that an employee applies for a vacancy within the employee's shop which pays more than the employee's present position, when the employee has the ability and fitness to perform the work of the vacant position and applies for the promotion in response to a notice posted by the College, the employee shall be promoted to the vacant position so long as the employee's bargaining unit seniority is greater than that any other applicant for the vacant position from within the shop, unless the ability and fitness of the employees involved to perform the job are materially unequal.
2. Promoted employees shall be given a trial period in the job to which they are promoted ("the promoted classification") which is equal to the probationary period of employment for the promoted classification. Immediately upon

assuming the new job duties, the employee will receive the rate of pay for the classification to which he or she is promoted. If the promoted employee is unable to perform the duties required to be performed in the promoted classification to the satisfaction of the College, the employee shall be returned to his or her former job, if available, or, if the former job is unavailable, to a job which is equivalent to his or her former job, at the rate of pay for the former job plus any increases which he or she would have received in the former job pursuant to this Agreement. The employee shall retain full seniority in that former or equivalent job classification. 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 or she has the ability to perform at the same rate of pay received in the job classification from which the employee was promoted plus any increases which he or she would have received in the former job pursuant to this Agreement. An employee who responds to a posting for a different job classification which is lateral to the employee's current job classification (i.e., does not pay more than the employee's present job classification), who is awarded the position, also is subject to the trial period referenced in this paragraph.

B. Layoff

1. In the event of a layoff, employees shall be laid off on the basis of classification seniority with employees with less classification seniority being laid off first. Any employee laid off in any job classification may exercise his or her bargaining group seniority to bump an employee with the least bargaining unit seniority working in a job classification which pays an hourly rate which is the same or less than the laid off employee's job classification, or to a position similar to the job he or she held, and which the laid off employee is qualified to perform. Notwithstanding anything to the contrary, in the future, if the College should lay off any housekeeper, such housekeeper receiving notice of lay off, may exercise his or her bargaining unit seniority to bump the least senior employee within the next highest paid hourly classification under the terms and conditions stated above. Otherwise, bumping shall be lateral or downward. The College shall give written notice of layoff on Friday of any workweek and an

employee who is laid off must exercise his or her right (in writing) to bump by 5:00p.m. of the following Wednesday.

2. The College agrees to give any employee who is to be laid off two weeks' notice. If the employee is required by the College to work but does not work during any part of this period, he or she shall not be paid for the time not worked. The College may pay the affected employee in lieu of the two week notice.
3. Prior to exercising its right to lay off any employee or employees, the College agrees that it will consult with the Union about such action.
4. Severance Pay: In the event of a layoff of five weeks or more of any employee who has completed one or more years of service, the College agrees to give any such laid off employee severance pay at the rate of one week's pay for each year of service, prorated, subject to the understanding that once an employee has been compensated under this provision for any period of service, that period of service shall not be taken into account for the purposes of calculating severance in the event that the employee is subsequently recalled to work and then laid off. This provision does not apply to any employee who quits or who is discharged for cause, or to any layoff of less than five (5) weeks.

C. Recall

Any employee who is laid off shall be informed by the Human Resources office when a permanent vacancy occurs in his or her former job classification ("permanent vacancy") within twenty four (24) months from the day of his or her layoff. When such a permanent vacancy occurs, the Human Resources office will inform the laid off employee about the permanent vacancy by certified letter mailed to his or her last known address. If the laid off employee agrees to return to work and fills the permanent vacancy within fifteen (15) working days of the date of the letter from the Human Resources office, he or she shall be reinstated in his or her former job classification. If the letter is returned by the Post Office as undeliverable or if a laid off employee declines the job offer or does not respond within fifteen (15) working days of the date of the letter from the Human Resources office, his or her name shall be removed from the recall list, subject to the understanding that if a laid off employee refuses to perform services in a temporary vacancy (e.g., performing temporary work in order to fill in for employees on vacation or on a leave of

absence), the laid off employee's rights under this paragraph shall not be affected unless such employee accepts employment in a temporary vacancy but fails without good cause to report to work as scheduled, in which case the employee's name shall be stricken from the recall list. Recall rights shall be based on classification seniority.

ARTICLE 11:

Discipline

- A.
1. No employee who has completed his or her probationary period shall be discharged, suspended or otherwise disciplined except for just and sufficient cause. No disciplinary notice (including a warning letter) shall be valid unless it is in writing, states the specific grounds and circumstances on which it is based and has been delivered to the affected employee in the presence of either his/her Shop Steward or Union Representative, within forty five (45) days, from the date the Department Manager, or Human Resources knew or reasonably should have become aware of the circumstances upon which it is based, and the involvement of the employee at issue. The forty-five (45) days can be extended by mutual agreement between the College and the Union. Such agreement will not be unreasonably withheld.
 2. In situations where the circumstances upon which discipline might be imposed are being investigated by the College's harassment panel or the police department, and the outcome of that investigation could have a bearing on the imposition of discipline, the forty-five (45) day period referenced in Paragraph A (1) of this Article shall not apply. Upon receipt of the investigation results, the College shall have ten (10) days to impose disciplinary action, or request an extension from the Union, as defined herein.
- B. The failure of an employee or the Union to grieve or protest a written warning notice to which no other discipline is attached shall in no manner be prejudicial to the employee in a future grievance or arbitration hearing involving the written warning notice.

ARTICLE 12:

Wages

- A. Effective November 1, 2015, 2.5% increase to employee base salaries, 2.5% to wage schedule in the CBA for all positions (2016,2017, 2018, and 2019 wage schedule will replace current wage schedule in the contract).
- B. Effective November 1, 2016, 2.5% increase to employee base salaries, 2.5% increase to wage schedule in the CBA for all positions.
- C. Effective November 1, 2017, 2.5% increase to employee base salaries, 2.5% increase to 2016 wage schedule for all positions.
- D. November 1, 2018, 2.25% increase to employee base salaries 2.25% increase to 2017 wage schedule for all positions.
- E. New Hires:
 - 1. Wages: The minimum wage rates required to be paid to New Hires hired on or after the date of ratification are, as follows:
 - At Hire:** 80% of the full regular employee wage rate for those regular employees in the same job classification as the new hire who have been on the College payroll continuously since November 30, 2015.
 - After 12 Months:** 85% of the full regular employee wage rate for those regular employees in the same job classification as the new hire who have been on the College payroll continuously since November 30, 2015.
 - After 24 Months:** 90% of the full regular employee wage rate for those regular employees in the same job classification as the new hire who have been on the College payroll continuously since November 30, 2015.
 - After 36 Months:** 95% of the full regular employee wage rate for those regular employees in the same job classification as the new hire who have been on the College payroll continuously since November 30, 2015.
 - After 48 Months:** 100% of the full regular employee wage rate for those regular employees in the same job classification as the new hire who have been on the College payroll continuously since November 30, 2015.

Nothing in Section F of this Article shall result in an employee being paid at a lower rate than he or she was receiving as of the date the Agreement was executed

F. Night-Shift Differential:

Each night-shift employee (an employee who works more than 50% of his or her regularly scheduled shift after 4:00 p.m.) shall receive in addition to his or her regular wage rate, a wage differential of twenty-five cents per hour (\$0.25).

G. "Call-In" Pay

Whenever an employee is called in by the College, during any of his or her regular time off to do emergency work or to perform other work which has not been prearranged voluntarily between the College and the employee, he or she shall receive a minimum payment for this work equal to the amount of his or her wages for eight (8) hours at straight time, unless the employee reports to the College during the two hour period immediately prior to the start of his or her normal work shift in which case the employee shall receive a minimum payment for this work equal to four (4) hours at straight time.

H. Compensation for Work in a Higher Job Classification

Any employee who works in a job classification which pays more than his or her job classification for more than two (2) hours in any one day shall be paid at the hourly wage rate of that higher classification for time actually worked in that higher classification, subject to the understanding that employees will receive additional compensation for work performed in a higher paying job classification only when (1) work of this kind is approved in advance by the appropriate Director, or the Director's designee, and (2) the employee performing the work accepts the job assignment.

ARTICLE 13:

Welfare

- A. The College agrees to continue to be bound by and remain a party to the Declaration of Trust governing the Road Carriers Local 707 Welfare Trust Fund ("Welfare Fund") and agrees to make monthly contributions required to be made under this Agreement to such Welfare Fund no later than the 15th of the month succeeding the month for which the amount of the contribution is made (covering the payroll periods which ended during the preceding month).
- B. The College agrees to contribute monthly, during the term of this Agreement, to the Welfare Fund, as per the conditions in paragraph B herein, the following monthly rates:
1. Effective September 1, 2017 rates may be increased up to 8%.

2. Effective September 1, 2018 rates may be increased up to 8.
3. Effective September 1, 2019 rates may be increased up to 8%.
4. Contributions are due on the first day of each month where an Employee works one (1) hour, and will be considered delinquent on the 15th day of the following month. Such payment shall not be in lieu of any other payments required to be made by the **Employer**, such as **New York disability payments, New York Unemployment Insurance, Social Security, Workers' Compensation**, etc.
5. There shall be a one (1) month lag in eligibility for coverage. A member becomes eligible on the first day of the second month after the Employer is contractually required to make a contribution (*i.e. First hour, January 2nd – First eligible, March 1st.*)
6. Employee eligibility for benefits will be determined by the Fund's monthly eligibility method, which currently requires a one (1) month lag between payment of premium and eligibility for coverage, the employee will be eligible for medical benefits on the **first day of the second (2nd) month** after completing his/her probationary period.

Under the Fund's current rules, the Employer shall make a monthly contribution on behalf of an employee in order for the employee to be eligible for benefit coverage during the subsequent month. (*i.e. First hour, January 2nd – First eligible, March 1st.*)
7. The aforesaid contributions shall be used by the Trustees for the purposes and uses set forth in the Declaration of Trust governing said Trust Fund.
8. Disputes under this Provision shall be subject to the grievance procedure.
9. The College will not require contributions by the Bargaining Unit to supplement the above Contribution Rates, for the term of the Agreement.

- C. Change the participation tiers on the welfare benefits from the current 2-tier setup to a 4-tier set up (single, employee + spouse, employee + child, family).

Single	Mem/Spouse	Mem/Children	Family
776.61	1494.01	1460.35	1986.24

- D. Employees joining the bargaining unit who are not members of the bargaining unit at the time of ratification will be eligible for the Teamsters Local 707 C Plan benefits. These employees will not be eligible for any other health plan offered through collective bargaining agreement or by the College. The month rate table effective at the time of ratification is:

Single	Mem/Spouse	Mem/Spouse	Family
716.55	1362.85	1331.94	1770.30

- E. The Welfare Fund shall be held and administered under the terms and provisions of the Declaration of Trust governing the Welfare Fund, which provides, among other things, for equal representation on the Board of Trustees of the Welfare Fund by the Union and the contributing employers to the Welfare Fund.
- F. It is agreed that the Welfare Fund will provide disability benefits for the employees covered by this Agreement in accordance with the requirements of the New York State Disability Benefits Law. In view of the assumption of this obligation by the Welfare Fund, the College agrees not to make any deductions from employees' wages on account of disability benefits. The Union will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and to the College.
- G. An independent audit of the Welfare Fund shall be made annually or more often by a certified public accountant and a copy of the statement of the results thereof shall be furnished to the College by the Union.
- H. Retiree Medical Insurance Reimbursement: The College will make an annual Retiree Medical Insurance Reimbursement to each early retiree until the early retiree reaches age 65 when the early retiree retired on or after December 10, 2001 (a) at age 55 with 30 years of service ; or (b) at age 62 with 20 years of service; or (c) after electing to retire as authorized by ARTICLE 14 (PENSION), paragraph E. for up to a maximum of \$3,000 per year for payments made to a private insurance company to purchase health insurance for the early retiree and, when applicable, for his or her spouse of record at time of retirement when such spouse also is covered by the same purchased health insurance, less a deductible of \$50 per month and, when such spouse is also covered by the same

purchased health insurance, less an additional deductible of \$50 per month for such spouse. Subject to the same deductibles and conditions, when any early retiree reaches age 65 or when any employee retires at age 65 or later with at least 15 years of continuous service at the time of retirement, the amount of the maximum Retiree Medical Insurance Reimbursement shall be \$1,500.

- I. Transit Check: Employees are included in the Transit Check program the same extent as any other College employee.

ARTICLE 14:

Pension

- A. Any change or changes in the College's Pension Plan covering the employees, except those changes increasing pension benefits or changes mandated by ERISA, must be agreed to by the Union.
- B. Any employee hired on or after ratification date and who retires shall receive a pension benefit as provided in the College's Pension Plan which is calculated by using a multiplier of 1.60%.
- C. The College agrees that at reasonable times it will consult with any employee to explain the terms of the College's Pension Plan covering the employees.
- D. The College agrees that the employees shall be eligible to participate in the TIAA/CREF Supplemental Retirement Annuity Program to the same extent as all other persons at the College.

ARTICLE 15:

Holidays

A. Commencing in the year 2002, the following paid holidays shall be celebrated each year:

New Year's Day

Martin Luther King Day

The Friday of the Academic Spring Vacation

Memorial Day

July Fourth Labor

Day

Thanksgiving Holidays (Thursday and Friday)

Three holidays designated by the College during the Christmas recess

Christmas Day

Personal Holidays: Any employee hired on or before August 31, 2001, two personal holidays; any employee hired on or after September 1, 2001, one personal holiday after successful completion of probation.

B. Any holiday falling on a Saturday shall be celebrated on the preceding Friday. Any holiday falling on a Sunday shall be celebrated on the succeeding Monday. Notwithstanding the foregoing, holidays shall be observed in accordance with the College's calendar as it may from time to time apply to each holiday but in no event shall this provision be deemed to increase or decrease the number of holidays each year.

C. Any holiday celebrated during an employee's vacation period shall not be counted as a day of vacation. The employee, at his or her option, may extend his or her vacation by the number of holidays celebrated during the vacation period.

D. Any employee assigned to work requiring continuous daily coverage throughout the year (e.g., boiler room attendants and watchmen) shall be required to work on a holiday that is celebrated in whole or in part during his or her regularly scheduled shift. The employee shall receive one and one-half times his or her regular hourly wage for those hours worked on the holiday in addition to his or her holiday pay unless the College and an employee agree that the employee shall be paid at the rate of time and one half for any such holiday work and, in addition, shall receive one hour of compensatory time off for each hour worked on the holiday. When a Holiday is celebrated by the College on a day which is an employee's regularly scheduled day off, the College shall allow the employee to celebrate the Holiday by taking another paid day off at a

time which is mutually agreeable to the employee and the College.

E. An employee, other than an employee referred to in paragraph D. of this Article, whose regularly scheduled shift lapses 12 midnight shall celebrate a holiday by not working the shift beginning on the holiday ("Holiday Shift"). He or she shall receive one and one-half times his or her hourly wage for those hours worked on the Holiday Shift in addition to his or her holiday pay unless the College and an employee agree that the employee shall be paid at the rate of time and one half for any such Holiday Shift work and, in addition, shall receive compensatory time off for the Holiday Shift work which he or she performed.

F.

1. A request to celebrate a personal holiday must be submitted to an employee's immediate supervisor at least seventy – two (72) hours prior to the start of the shift with respect to which the personal holiday is sought. Any timely request under this provision which is not denied by the College within forty – eight (48) hours from receipt, shall be deemed approved. A request shall not be unreasonably denied.
2. Approval of a request to take a personal holiday which has been approved or deemed approved as defined above cannot thereafter be revoked except in unusual or unforeseen circumstances. An employee required to work a shift with respect for which a personal holiday has been approved or deemed approved as defined above shall be paid one and one half times his or her regular daily rate for performing the work and shall be given a compensatory day off.
3. Personal holidays are not cumulative and must be taken during the vacation plan year: i.e., between July 1 and June 30 ("Vacation Plan Year") in which they are earned. In the event that an employee fails to take any personal holiday on or before May 1 of such particular Vacation Plan Year, then the College shall assign the day or the days on which those personal holidays shall be taken by any such employee in a manner consistent with the operating needs of the College, but no later than June 30 of the particular Vacation Plan Year.

ARTICLE 16:

Vacation

A. Vacation credit shall begin to accrue after an employee completes his or her probationary period at which time the employee shall receive vacation credit computed from the day of initial employment.

B.

1. Vacation credit shall accrue to any employee hired before March 2, 1995, upon completion of the probationary period quarterly, on a pro rata basis, as follows:

Years of Employment	Vacation Days
1 and 2	10
3 – 6	15
7 - 10	22
11 – 24	25
25 years or more	1 additional day for each year of service up to a maximum of 5 additional days

Upon completion of 24 years of service, each such employee shall receive four (4) additional weeks of vacation, once only.

2. Vacation credit shall accrue to any employee hired on or after March 2, 1995 through and including August 31, 2001, upon completion of the probationary period, quarterly, on a pro rata basis, as follows:

Years of Employment	Vacation Days
1 and 2	10
3-6	15
7-10	22
11 or more	25

Upon completion of 24 years of service, each such employee shall receive four (4) additional weeks of vacation, once only.

3. Any employee hired on or after September 1, 2001, shall accrue vacation credit upon satisfactory completion of probation, quarterly, on a pro rata basis, as follows:

Years of Employment	Vacation Days
0 -2 Years	10 Days
3-6 Years	15 Days
7 Years or More	20 days

- C. 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.

- D. Vacations of fifteen (15) days or less shall be scheduled on consecutive work days unless otherwise requested by the employee. If an employee is entitled to more than fifteen (15) days of vacation, the number of vacation days in excess of fifteen (15) may be scheduled by the College in a separate block. The College shall not unreasonably deny the scheduling of vacations in excess of fifteen (15) days.
- E. Winter Break (during December and the following January): The College has the right to require any employee to take up to three days of vacation during each Winter Break. Each year, the College shall make the individual designations in accordance with its operating needs. Each employee on the payroll at the time of ratification of this Agreement shall declare in writing by no later than December 1 of each year whether the vacation days designated by the College in his or her case are not to be charged to paid vacation but as unpaid days off. If the employee does not make a timely election to have the Winter Break vacation days treated as unpaid days off, then the designated vacation days in his or her case shall be charged as paid vacation days. Days designated by the College as vacation days during a Winter Break may not be charged to Sick Leave under any circumstance.
- F. Any employee may request that the College pay to him or her wages in lieu of taking a third, a fourth or, when applicable, a fifth week of earned vacation which may be granted by the College in its sole and exclusive discretion.
- G. Vacation earned on and before June 30 of each Vacation Plan Year must be taken during the following Vacation Plan Year beginning on July 1.
- H. An employee shall be given his or her vacation pay prior to beginning his or her vacation so long as the employee notifies his or her immediate supervisor at least two (2) weeks prior to the date on which his or her vacation begins and so long as the vacation is in a duration of at least one week (5 work days). Advance vacation pay shall consist of an amount equal to the number of days of vacation to be taken multiplied by the number of hours in the employee's regular work day (i.e., 8 hours) multiplied by the employee's regular hourly rate in effect at the time the vacation is taken, less required withholdings.
- I. Vacations shall be requested and scheduled in a manner which is reasonably consistent with the operating needs of the College. Vacations properly requested, must be approved or denied within (72) hours, or it will be deemed approved.
- J. Hours counted toward the vacation entitlement schedule shall include all hours worked including paid vacation time, paid personal days, paid holidays, paid jury leave days, paid bereavement days and any days lost to workers compensation according to the following

schedule:

<u>Years of Service</u>	<u>Length of WC Leave Time During Which Vacation Time May Be Accrued</u>
Less than one	none
1 or greater but less than 10	3 months
10 or greater but less than 20	4 months
20 or greater	5 months

ARTICLE 17:

Sick Leave

- A. Sick leave credit shall begin to accrue after an employee completes his or her probationary period at which time the employee shall receive sick leave credit computed from the day of initial employment.
- B. Sick leave credit shall accrue to employees hired through and including August 31, 2001, quarterly, on a pro rata basis, as follows:
 1. Any employee hired before March 2, 1995, twelve days per year during the first year of employment; any employee hired on or after March 2, 1995 through and including August 31, 2001, ten days per year during the first year of employment.
 2. Twelve days per year during the second and third years.
 3. Thirteen days per year during the fourth and fifth years.
 4. Fourteen days per year during the sixth and seventh years.
 5. Fifteen days per year during and after the eighth year
- C. Sick leave credit shall accrue to employees hired on or after September 1, 2001, quarterly, on a pro rata basis, at the rate of ten days per year.
- D.
 1. Unused sick leave may be accumulated up to a maximum of fifty (50) working days except that any employee who has thirty years of employment or more can begin to accumulate up to a maximum of seventy-five working days.
 2. Any employee who has accumulated the maximum of 50 or 75 days of sick leave, as may be applicable, is entitled thereafter to accrue additional sick leave ("Excess Sick Leave"), subject to the understanding, however, that to the extent the Excess Sick Leave is not used during the Sick Leave Year in which it is accrued, it shall

not be accumulated or otherwise counted for any other purpose.

- E. After the first five days of an illness covered by New York State Disability Law, each employee who has accrued and unused sick leave who has six or more years of continuous service shall receive a disability supplement for up to twenty-five weeks for any extended illness covered by New York State's Disability Law ("Covered Disability") by charging the employees accrued and unused sick leave in an amount equal to the difference between the employee's gross pay and seventy-five percent of that amount ("Supplement"), subject to the understanding that any such employee who either has no accrued and unused sick leave during the period of Covered Disability or who exhausts his or her accrued and unused sick leave during the period of Covered Disability shall be eligible to receive the Supplement during the period of Covered Disability in the same way as if he or she had accrued and unused sick leave.
- F. At retirement, an employee shall receive payment at his or her then current wage rate for all unused accumulated sick leave up to a maximum of fifty (50) days.
- G. Sick leave may be used only for absences due to actual illness of the employee. Notification of absence due to illness shall be made by telephoning the Voice Mail Box which will be established for Facilities employees and leaving a message relating to the absence on each scheduled workday that the employee will be absent from work. Employees must call the Voice Mail Box and leave a message not later than two (2) hours before the beginning of the Employee's shift. The College may require any employee to substantiate the event of illness after three (3) or more consecutive days of absence or on the first regular workday before or on the first regular workday after a holiday or if an employee has a pattern of absences. The College may also require a medical certificate or other similar evidence to substantiate that the employee is physically fit to resume work. The College also may require substantiation of any event of illness which occurs on the first regular workday before or after an employee's scheduled vacation. In addition, the College reserves its right to have an employee who is actually working and who appears to be ill to be examined by a physician of its own choosing, without cost to the employee, and this physician may send the employee home.
- H. It is understood that employees will use sick leave for legitimate illness, however this does not supercede the provisions of Article 17 (G).

ARTICLE 18:

Bereavement

In the event of a death in the immediate family of an employee (parent, grandparent, brother, sister,

spouse, child, mother-in-law, or father-in-law), the employee shall be granted leave with pay for up to five (5) working days. A bereavement leave must be taken in consecutive days and within 30 days from the date of the decedent's death.

ARTICLE 19:

Jury Duty

Any employee who is called for and serves on jury duty shall receive regular pay. No deduction shall be made from an employee's sick leave or vacation 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 notify the appropriate supervisor and the Department 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 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 not required by applicable law, rule, regulation, or court order who serves on jury duty more than once in any two year period shall be entitled to receive regular pay, as defined above, during the period of jury service connected with the first jury duty only.

ARTICLE 20:

Tuition

A. Tuition Policy

1. A full time employee hired before September 1, 2004 who is admitted to study at the College or enrolled in a degree-granting program at Columbia University shall be eligible to receive a tuition exemption allowance. Such allowance shall provide a total of 15 credits per year at the College or 12 credits per year at Columbia University 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 employee's Department and is approved by the applicable Department Head.
2. A full-time employee hired on or after September 1, 2004 shall become eligible for the tuition exemption allowance only after the expiration of 6 months from their date

of hire. For all such employees, the allowance shall provide up to 12 credits per year (year is defined as September 1 through August 31) at Teachers College or 9 credits per year at Columbia for employees enrolled in a degree program, 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 employee's Department and is approved by the applicable Department Head.

- a. Tuition exemption allowance is granted only during the semester of employment and may neither be deferred nor made retroactive.
 - b. If the student is continuously employed for less than a full term, the tuition exemption allowance will be prorated.
 - c. All except fee- based courses and restricted courses listed in the Office of the Registrar are open under tuition exemption.
3. Procedures for registration under this tuition exemption policy are available in the Human Resources Office.

B. Spouses and Dependent Children Tuition Policy

1. 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 consecutive years of full time service, for use at the College only under the same terms which apply to the employee in Section A.
2. A full -time employee who was hired prior to January 18, 1979 and who has completed five (5) or more consecutive years of full time service with the 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:
 - a. Full tuition scholarship for each dependent child admitted to undergraduate and graduate degree programs at one of the schools of Columbia University.
 - b. Full tuition exemption allowance for a dependent child admitted to a degree program at the College.
 - c. Tuition scholarship for each dependent child admitted to an undergraduate degree program at an accredited non Columbia institution equal to the cost of the tuition for each academic year or 35% of the basic tuition fee at Columbia

College for that academic year, whichever is less, subject to the understanding that if the student is attending a school on a part time basis other than the 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.

3. A full-time employee who was hired on or after January 18, 1979 and who has completed five (5) or more consecutive years of full time service with the College immediately preceding the filing of the application for the grant 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.
 - a. The amount of the scholarship at Columbia or at any non-Columbia accredited institution will be 35% of the tuition fees at Columbia College, calculated yearly.
 - b. If the student is attending school 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.
4. A full-time employee who was hired on or after January 18, 1979 and who has completed five (5) or more consecutive years of full time service with the 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 the College.
5. All except restricted courses at the College and at Columbia University are available under this program.
6. The phrase "Dependent Child" includes a natural child, a legally adopted child and a dependent stepchild 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.
7. Procedures for Dependent Children
 - a. Applications for a tuition scholarship at Columbia are available in the Department of Human Resources and must be signed by the Director of Human Resources.
 - b. Applications for a tuition scholarship for a dependent child attending a non-Columbia institution are available in the Office of Human Resources or the Controller's Office. The application should be completed and returned to the

Controller's Office together with the bill for tuition.

ARTICLE 21:

Worker's Compensation Claims

- A. In accordance with applicable law, the College agrees to provide Workers' Compensation protection and agrees to cooperate toward the prompt settlement of employee on the job injury claims.
- B. An employee who is injured on the job and is sent home, to a hospital or who is otherwise required to obtain medical attention, shall receive pay at the employee's regular hourly rate of pay for the balance of the employee's regular work shift on the day of the injury. An employee who has returned to work after sustaining a compensable workers' compensation injury but who is required by a workers' compensation doctor to receive additional medical treatment during the employee's regularly scheduled working hours shall not have his or her unused sick leave or, in a case where an employee has no unused sick leave, his or her unused vacation, charged so long as (1) the employee made a reasonable effort to schedule the doctor's visit at a time other than during the employee's regularly scheduled work hours, and the employee furnishes the College with a note from the doctor which sets forth (a) the date of the visit and (b) the nature of the workers' compensation injury for which treatment was sought or (2) the visit to the doctor was required by the College.
- C. When an employee is injured on the job, the College agrees to provide transportation to any such employee from the job to a local medical facility and then transportation to return to work or to the employee's home, as reasonably required.
- D. For an employee who has service of two years or less with the College, the College will advance up to one week of full wages in connection with an injury covered by Workers' Compensation. In the case of employees who have more than two years of service up to and including 10 years of service, the College will advance up to two weeks of full wages in connection with such an injury. For employees who have more than 10 years of service up to and including 20 years of service, the College will advance up to three weeks of full wages in connection with such an injury. For employees who have more than 20 years of service, the College will advance up to four weeks of full wages in connection with an injury. As to the period for which the employee receives any salary advance, as applicable, he or she will not receive Workers' Compensation payments for such period. However, if the compensable injury continues beyond the time during

which the employee is entitled to payments under this paragraph, then the employee will receive appropriate Workers' Compensation payments from the College's Workers' Compensation Insurance Carrier.

ARTICLE 22:

Uniforms

- A. Uniforms and other required work clothes shall be furnished to employees by the College and shall be cleaned solely at the College's expense. The College shall have the option to use an outside valet service for these purposes, subject to the understanding that each employee may elect to clean his or her uniforms at no cost to the College. Uniforms and other required work clothes shall be cleaned only when necessary. It is understood that all employees are required to be in appropriate uniforms at all times, when supplied.
- B. The College will furnish each Custodian with a new light weight jacket.

1. The College will furnish each employee with the following:

Seven shirts----- (to be furnished new when necessary)

Seven pants ----- (to be furnished new when necessary)

Three short-sleeve shirts ---- (to be furnished annually).

The College and the Union agree to meet to discuss the material to be used in the short-sleeve shirts. For 2013 and thereafter, Golf Shirts will be 100% cotton.

2. The College agrees to replace the foregoing as is reasonably necessary and agrees to consult with individual employees at a reasonable time about alternatives available to the employee when he or she is selecting uniform pieces or replacement uniform pieces (e.g., long sleeve or short sleeve shirts, or a combination thereof; in the case of female Custodians, pants or dresses or a combination thereof, etc.). In addition, the College recognizes that painters may require additional uniform pieces because of the nature of their work and agrees to furnish them to those employees as reasonably required.
3. Sixty (60) days after the execution of this Agreement and thereafter annually, the College shall disburse to each employee the gross sum of \$90 to be used by the employee to purchase a pair of safety shoes in the style deemed in advance to be appropriate by the College. If there is any disagreement about the appropriateness of the safety shoes selected by an employee, then the College and the President of the Union or the President's designee shall consult about the matter.

- C. Each six months of a contract year, the shop steward will furnish the Director of Facilities with a list of the needs of members of the bargaining unit to replace uniform pieces.
- D. Other College Property: All other College property (i.e., property other than an employee's uniforms), must remain on College premises at all times except when removal therefrom is authorized in advance by the appropriate supervisor.

ARTICLE 23:

Leaves of Absence without Compensation

- A. For good cause shown, a leave of absence without compensation ("unpaid leave") may be granted to an employee for up to a maximum period of three months, subject to the understandings that unless, in its sole and absolute discretion, the College otherwise approves (1) no more than one employee in a job classification may be away from work on an unpaid leave at any one time, (2) no more than a total of two employees may be away on an unpaid leave at any one time, (3) subject to the provisions of subparagraphs (1) and (2) of this paragraph A., decisions concerning priority to take an unpaid leave of absence at any particular time shall be governed, in the first instance, by bargaining unit seniority and (4) no employee shall be entitled to take a second unpaid leave before another employee who has not taken an unpaid leave but who has applied for one.
- B. Any employee who is planning to take an unpaid leave may make arrangements with the College's Payroll Office to continue contributions to the Welfare Fund during the period of such leave of absence and, in this connection, the employee shall be required to pay to the College, in advance, an amount equal to the total amount of contributions which the College would be required to make on behalf of the employee if the employee was working during the period of the unpaid leave. In turn, the College shall make the contributions which it would be required to make, from time to time, to the Welfare Fund on behalf of the employee as if the employee was working during the period of unpaid leave and as would be required by the terms of ARTICLE 13 (WELFARE), subject to the understanding that the Union agrees to indemnify and hold the College harmless against any and all claims, liabilities or other damages deriving from the implementation of this provision of the Agreement.
- C. Notwithstanding the foregoing, the College may reasonably deny any request for an unpaid leave if the absence of an employee would substantially interrupt the operation of the College.
- D. As in the past, during an unpaid leave, an employee shall maintain seniority.
- E. A failure to return from an unpaid leave at the end of the leave and without good cause shall result in immediate discharge.

ARTICLE 24:

Maintenance of Standards

- A. The College agrees that all terms and conditions of employment in its operation relating to wages, hours of work and overtime differentials shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and such terms and conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the College or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. If such error is not corrected within ninety (90) days, such better condition shall remain in effect. Any disagreement between the Union and the College with respect to this matter shall be subject to the grievance procedure. This provision does not give the College the right to impose or continue wages, hours or overtime differentials less than those contained in this Agreement.
- B. The College agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.
- C. Any change in job description which requires an employee to possess an additional certificate of fitness, or additional licensing that impacts job responsibilities and or liabilities, shall be discussed with the Union in advance. The Union may pursue disagreements over changes proposed by the College by this paragraph, through the grievance process.
- D. While tradespeople shall primarily be engaged in work traditionally associated with their trades, in the interest of workplace efficiency, and given the size of the workforce, from time to time, tradespeople nevertheless are expected to perform work related to their projects which may not be traditionally associated with their respective trade(s). It is understood that the use of tradespeople outside their traditional roles shall be limited to instances where the crossover of work is related to work they are performing within their trade or related trade.

ARTICLE 25:

No Strike Or Lockout

- A. For the duration of this Agreement, no employee or Union representative or official shall engage in or encourage any strike, sit down, sit in, slow down, cessation or stoppage or

interruption of work, boycott, or other interference with the operations of the College.

B. The College will not directly or indirectly sponsor or engage in any lockouts.

ARTICLE 26:

Grievance and Arbitration Procedures

A. The College and the Union recognize that it is in their mutual interest to resolve immediately and amicably, at the lowest level and with the least involvement of supervisory authority, any dispute concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement which may arise between them. Therefore, prior to the institution of the formal grievance procedure set forth in Section B of this Article, the College, the Union and/or any employee may seek to resolve any such dispute informally so long as any resolution of the dispute does not violate the terms of this Agreement and, if one of the disputants is an employee, an authorized representative of the Union is given the opportunity to be present, as required by law.

B. If any dispute concerning the application, interpretation, effect or breach of any term or condition of this Agreement arises between the College and the Union, the parties shall attempt to settle and adjust the dispute in accordance with the following formal procedures:

Step 1. The grievance shall be presented in writing by an authorized representative of the Union or the Union steward, to the grievant's immediate supervisor within thirty (30) calendar days from the date of the occurrence giving rise to the grievance or from the date on which the grievant reasonably should have become aware of the occurrence, whichever is later. The grievant may be present at this presentation. A copy of the written grievance shall promptly be delivered by the Union to the Director of Human Resources or his or her designee. The grievant's supervisor shall respond to the grievance in writing within ten (10) working days from the day of its presentation. If the grievance is not satisfactorily settled or withdrawn at Step I, it shall immediately be subject to the provisions of Step 2.

Step 2. Within ten (10) working days from receipt of the response required by Step I, the grievance shall be presented in writing by an authorized representative of the Union to the Department Head of the Department in which the grievant is employed and to the Director of Human Resources or designee. The Director of Human Resources or his or her designee shall respond to the grievance in writing within ten (10) working days from the date of its presentation.

Step 3. If the grievance is not satisfactory settled or withdrawn as a result of Step 1 and

2, within ten (10) working days after receipt of the answer required at Step 2, unless the parties otherwise agree, either party may notice all or part of the grievance for arbitration. Referral to arbitration shall be by written notice of intention to arbitrate which shall be delivered to the other party and to the appropriate arbitrator on the parties' agreed-to arbitrator panel. Such notice of intention to arbitrate shall state, in summary form, the nature of the grievance as well as the provision of this Agreement which allegedly was violated.

The parties maintain a panel of Arbitrators to be assigned to hear arbitrators between the parties on a rotating basis and subject to availability. Arbitrators shall be selected in alphabetical order. If the next scheduled arbitrator from the panel is for some reason unable to schedule the arbitration hearing within a reasonable time, the parties may, by mutual agreement, refer the matter to the next arbitrator on the panel. If at some time the panel falls below six, the parties shall meet to mutually agree on such additional arbitrators as are necessary to restore the panel to six.

The arbitration shall be conducted under the voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement. The arbitrator shall have the full authority to issue an award in a written opinion and make such other rulings as the arbitrator, in his or her sole discretion, shall determine.

The parties may, however, mutually agree to direct that the arbitrator dispense with a written opinion and instead simply issue a written award without a detailed opinion.

In the case of a discharge grievance, the selected arbitrator must be able to schedule the arbitration hearing within ninety days of his/her receipt of the arbitration referral. If the arbitrator is unable to comply, the next arbitrator will be contacted. The process will continue until such time as arbitration is able to schedule a hearing date within ninety days.

It is the intent of the parties that all unresolved disputes between them concerning the application, interpretation, purpose or breach of any term or condition of this Agreement may be submitted to arbitration, but that only the College and the Union shall have the authority to compel arbitration of any unresolved grievance. All necessary expenses of arbitration shall be borne equally by the College and the Union. The award of the arbitrator shall be final, conclusive and binding on the College, the Union and the employees.

C.

1. Any grievance made on behalf of the College shall be initiated by the Director

of Human Resources or the Director of Human Resources' authorized designee by the delivery of a written statement of the grievance to the Shop Steward of the Union or the Shop Steward's authorized designee, and the Union shall respond to the grievance in writing within five (5) working days.

2. If the grievance is not satisfactorily settled or withdrawn, the College may file a demand for arbitration in accordance with the provisions of Step 3 of paragraph B of this Article.
- D. A grievance involving a discharge or a grievance which the College's representative designated at Step I lacks authority to settle may be presented initially at Step 2 by the Union. The College's representative shall inform the authorized Union representative in the event that the College representative lacks authority to settle the grievance.

ARTICLE 27:

Shop Steward

- A. Union shall have the right to appoint one Shop Steward who shall be granted superseniority for any purpose including layoff, rehire, bidding and job preference in accordance with applicable law.
- B. The College acknowledges the Union's reservation of its right to remove the Shop Steward at any time for the good of the Union.
- C. The Shop Steward shall have the right to investigate and discuss grievances with any of the employees and process a grievance with the College. In the event that the parties are unable to attain an amicable agreement concerning any grievance, the question may be processed through the formal grievance procedure as set forth in Article 26 (GRIEVANCE AND ARBITRATION PROCEDURES) of this Agreement subject to the understanding that the Shop Steward shall have no right to enter into any form or type of agreement with the College, except as authorized by the Union.
- D. The Shop Steward shall have his or her daily working hours reduced by a maximum of one (1) hour with no loss of pay or other benefit when it is necessary to expend time on the administration of this Agreement during the Shop Steward's regular working hours for such reasons including, but not limited to, participation in grievance discussions with representatives of the College. The Shop Steward may participate in grievance discussions and/or arbitration proceedings as authorized by this Agreement without loss

of pay or other benefit.

- E. The Union shall also have the right to appoint Assistant Shop Stewards to administer its internal affairs and concerns subject to the understanding that no such Assistant Shop Steward shall have any rights or standing under this Agreement.
- F. Subject to the provisions of this Article 27 (SHOP STEWARD), if the Shop Steward finds it necessary to pursue activities on behalf of the Union for the purposes set forth in this Agreement, the Shop Steward shall first inform the Shop Steward's immediate supervisor about the purpose of any such activity and obtain permission to leave his assigned job responsibilities, subject to the understanding that such permission shall not be unreasonably withheld. Any such activity shall not unreasonably interfere with the operations of the College.

ARTICLE 27:

Safety

- A. One member from Security and one member from Facilities, designated by the Union shall participate as members of the Campus Safety Committee, in accordance with established College Policy pertaining to such committee as it exists on a regular basis or as needed.
- B. Under no circumstances will an employee be assigned to engage in any activity involving dangerous conditions of work that would constitute a violation of any applicable statute, court order, or government regulation relating to employee health and safety.

ARTICLE 29:

Outside Contractors

- A. It is agreed in principle that outside contractors shall not be used unreasonably, the intention being that if work is performed by any outside contractor no employee then working for the College shall be laid off as a direct result of contracting out work.
- B. The College agrees to consider using the employees or laid off employees who have recall rights as defined under Article 10 (PROMOTIONS, LAYOFF AND RECALL), for performing work which it would otherwise contract out taking into account factors such as the time it will take to do the work, the availability and ability of the employees or laid off employees to perform such work, the relative cost to the College of having the work performed by either an outside contractor or the employees or laid off employees and the

like, subject to the understanding that the College shall have the right to make the final decision as to matters of this kind in the best interests of the College.

- C. Records will be maintained identifying outside contractors, which will be made available to the Union upon request, such records shall include the dates used, and type of work performed.
- D. It is understood that the Union represents employees at the College who work in certain trades which are outlined in the Wage Schedule at Article 12 and that those employees are engaged to perform maintenance work for the College. It is further understood that, subject to the provisions of this Article, the College reserves the right to engage the services of contractors to perform maintenance work when there is an emergency, when College employees do not possess the ability to do the required work and at times when the demand for maintenance work is high. The parties agree that the demand for maintenance work is high, among other times, during the period leading up to graduation and commencement and prior to the beginning of each academic year when demand is high for work relating to, among other things, preparation for the academic year and preparing College residence halls for occupancy. Moreover, inasmuch as employees are engaged to perform maintenance work, the College reserves the right to engage the services of contractors at any time to perform renovation and new construction work. It is further understood routine maintenance work shall not be deferred to create a high demand during peak periods so as to create a need to subcontract the work normally performed by the bargaining unit. It is further understood that the College will not engage the services of contractors in an effort to avoid hiring new employees. Nothing set forth herein is intended to impact upon the rights which are reserved to the College as set forth in Article 4 (Management Rights) including, but not limited to, the College's right to hire, direct and schedule the working force.

ARTICLE 30:

Temporary Replacements

- A. The College shall establish a list of qualified persons to work as TEMPORARY REPLACEMENTS who may be employed to perform emergency or nonrecurring work or work of a sporadic nature (e.g., a special project) or in the following circumstances: after a regular employee is absent from work for five (5) continuous days by reason of illness; a disability; an injury covered by Workers Compensation; a vacation or a personal or other leave.
- B. Temporary Replacements shall be paid at the rate of 80% of the rate for new hires in

effect for the job classification in which he or she works at the time of performing the work, but shall be paid no benefits other than those that are legally required.

- C. Temporary Replacements are required to join the Union after working the 60 days as a Temporary Replacement in order to be eligible to work thereafter.
- D. For the purpose of this subparagraph, the "Facilities, Residence Halls and Shipping and Receiving (part of Administrative Services)" bargaining unit is acknowledged to consist of distinct subgroups, to wit: (1) Trades, (2) Residence Life, (3) Custodial, which shall have the new classification of Movers within, and (4) Shipping and Receiving. It is the College's intention, in creating the new classification of Movers within the Custodial Subgroup that Mover's primarily will be assigned to perform moving functions. However, inasmuch as the new classification of Movers is within the Custodial Subgroup, the parties agree and understand that employees within the Movers classification may be called upon to perform custodial work from time-to-time and that Custodial employees may be called upon from time-to-time to perform moving functions. If the College employs Temporary Replacements in any subgroup for a total of more than 100 days during any rolling six month period of time, then the College shall increase the size of the work force in that subgroup by one position and fill that position in the same manner as it would any other vacancy. After the bidding process takes place, the Temporary Replacement will be placed in the vacated position after the bargaining unit has bid on the vacated position. For the purposes of counting days under this provision, "one day: shall include any and all shifts worked in the subgroup and any and all Temporary Replacements who worked in the subgroup on those shifts on a particular day. Absences due to workers compensation, disability and FMLA related to the employees' own illness are excluded from the "100 day" provision. Records shall be maintained identifying temporary replacements, which will be made available to the Union upon request, such records shall include dates and shifts worked.
- E. If a Temporary Replacement becomes a regular employee as provided in paragraph D above, then the employee will be given credit for each day worked as a Temporary Replacement towards fulfilling the probationary period requirements of Article 8 (PROBATIONARY PERIOD) and, thereafter, shall have all the protections of this Agreement as any other regular employee similarly situated who is covered by Article I (RECOGNITION) of this Agreement.

If a Temporary Replacement becomes a regular employee as provided in paragraph D, the College will begin to make payments to the Welfare Fund commencing on the 1st

of the month thereafter and health coverage will begin on the 1st of the next month, and the employee will be eligible for participation in the pension program on the first anniversary of the date the employee becomes a regular employee. For example if the temporary employee becomes a regular employee on September 26, 2012, the College will begin to make Welfare Fund contributions on October 1, 2012 and health coverage will start on November 1, 2012. The employee's hire date for pension will be September 26, 2012 and participation date will be on the employee's one-year anniversary (September 26, 2013), pursuant to the terms of the plan.

- F. Part-time workers will be paid according to the terms and conditions of Article 12.

ARTICLE 31:

Joint Training Feasibility Study Committee

- A. The authority to establish a joint College-Union Job Training Feasibility Study Committee consisting of a total of up to three members appointed by the College and a total of up to three members appointed by the Union to study the feasibility of expanding or creating career paths or new job opportunities at the College for the employees shall be continued.
- B. In the case of the Facilities and Residence Hall bargaining unit, the Study Committee also is charged with the responsibility of monitoring the subcontracting arrangements that the College enters into during the term of the Successor CBA to attempt to identify and evaluate what impact, if any, subcontracting by the College has on the work and/or size of the bargaining unit, respectively.
- C. The College agrees to institute a program pursuant to which it will, from time-to-time, pay for Facilities employees to attend skills training programs conducted by accredited entities outside of the College. The purpose of the program is to permit employees to gain training in higher rated positions so that they might be eligible to fill future openings in higher rated positions.

The College retains the exclusive right to determine when and if it will make available funds for attendance at a training program as well as the location and subject matter of the training. If a training opportunity is offered, the selection of the employee to attend the training will be based on bargaining unit seniority. The ability of an employee to participate in a training opportunity also is dependent on his or her ability to meet entrance criteria applied by the training program. The College and the Union will discuss and mutually agree upon the training program(s) which will be used.

Participation in a training program must take place outside of the selected employee's normal work hours. The selected employee will receive no compensation or benefits in connection with his or her participation in a training program.

If it is determined by the training program that an employee failed to successfully complete its program, he or she will continue employment in his or her regular classification at the College.

If it is determined by the training program that an employee has successfully completed its training program, then the College will schedule the employee for four months of on-the-job training in the work area for which he or she received training. During that time, the employee will receive the rate of pay and benefits associated with the position he or she held prior to participating in the training program (the "regular classification"). In addition, the employee will continue to accrue seniority in his or her regular classification and will receive all increases provided by the Collective Bargaining Agreement for his or her regular classification.

The College may fill the employee's regular position with a temporary employee for the duration of the on-the-job training period. At the time of employment of the temporary employee, he or she will be advised by the College that his or her position is a temporary one and may not lead to permanent employment. The placement of the temporary employees selected for this limited purpose, and the temporary employees themselves, shall be treated in all respects in the same manner as any other engagement of temporary employees by the College with the exception that the provision in Article 30 (D) of the parties' Collective Bargaining Agreement that the size of the work force be increased after temporary employees are utilized for more than one hundred (100) days in a six month period expressly will not be applicable to temporary employees engaged to replace employees who participate in on-the-job-training associated with a training program.

Enrollment in a training program does not guarantee an employee a job in the work area for which he or she has been trained, nor is there any guarantee that a position will be created in that work area. It is understood, however, that if the College posts an opening for a position in the area in which an employee has successfully completed a training program, the employee shall be given a preference for the open position irrespective of the seniority of any other applicants. If, however, no such job is posted by the end of the four-month on-the-job training period, then the employee will return to his or her regular classification and the employment of the temporary employee, if any, will be terminated.

- D. The parties will create a joint labor/management committee to explore an employee training program which will be intended to enhance skills and provide instruction when necessary.

ARTICLE 32:

Family Medical Leave

Except as to the matters covered by the following provisions of this Article, the parties agree to the terms of the Family Medical Leave Act of 1993 ("FMLA") and agree that the College shall have the right to exercise its good faith discretion to select any permissible method of compliance with the terms of the FMLA.

- A. When an employee takes a leave which has been authorized by the employer pursuant to the provisions of the FMLA, the authorized FMLA leave will be charged at the employee's option against either (1) the employee's earned and unused paid applicable leave entitlements (e.g., sick leave, vacation, personal leave, etc.) which the employee has earned at the time or times of taking the authorized FMLA leave, if any, or (2) any unused and unpaid authorized FMLA to which the employee is entitled at that time or times.
- B. When it is necessary to select a health care provider to render a third opinion as provided by the FMLA, the selection will be made jointly by the College and the Union from a list of specialists.

ARTICLE 33:

Management Employees

Management shall be permitted to perform work which is recognized as work of the employees only in cases of emergency, or when giving instruction, or in cases when absenteeism of employees is higher than the average rate, or in cases where the work being performed is casual or incidental in nature, it being the express intention of the parties that management may not routinely perform work which is recognized as work of the employees.

ARTICLE 34:

Exchange of Information

- A. The College and the Union agree to consider and to acknowledge receipt of all requests for information properly submitted by one to the other. A request for information submitted in writing shall be acknowledged in writing. This Section of this Article shall not require the College or the Union to furnish any information requested.
- B. The College agrees to furnish to the Union the names of newly hired employees, their addresses, social security numbers, classifications of work and dates of hire within thirty

(30) calendar days of the date of employment and notice of all changes in the employment status of members of the bargaining unit within thirty (30) calendar days of the date of the change (e.g., termination, leave of absence).

- C. All written communications from the College to the Union shall be sent to the Union. All written communications from the Union to the College shall be sent to the Director of Human Resources.
- D. The employees shall have access to his or her discipline file, and may be reviewed on his/her request, at a time convenient to the college.
- E. Employees will not engage in activities that constitute conflicts of Interest or conflicts of time commitment with respect to their positions at the College.

ARTICLE 35:

Inspection of Records

An authorized representative of the Union shall have reasonable access to pay, time, health, welfare, pension fund or other records of the College as is reasonably necessary for the Union to properly administer this Agreement.

ARTICLE 36:

Interest Succession

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties to this Agreement and their respective successors and assigns.

ARTICLE 37:

Separability

If for any reason any provision of this Agreement is determined or declared to be illegal, void or otherwise unenforceable, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE 38:

Child Care Subsidy

The College agrees to make \$8,250 available during each of the following four periods (the "subsidy periods") of the Agreement: September 1, 2015 through August 31, 2016; September 1, 2016 through August 31, 2017; September 1, 2017 through October 31, 2018. The money to made available during the subsidy period is 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:

A. ELIGIBILITY

1. 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 the employee can demonstrate parental status through a certified or original birth certificate or original adoption order.
2. In addition, in order to be eligible for a child care payment in a given subsidy period pursuant to this Article:
 - a. an employee must have been employed by the College by the March 1 preceding the application deadline (see Section C(1), 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,
 - b. 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 C(1), below); and
 - c. a child for whom a payment is sought must not have reached the age of 13 by the application deadline.

B. PAYMENT AMOUNTS

1. Employees shall receive no more than \$750 per eligible child each subsidy period, up to a maximum of \$1,500 per family per subsidy period. Except as is provided in Section B(2), below, as long as a child and / or employee is eligible pursuant to Section A, 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 subsidy period.

2. In the event that the number of eligible employees and /or children renders the \$8,250 per subsidy period allocation (or a greater amount, if applicable, pursuant to Paragraph B(3)) insufficient to permit the payments contemplated in Section B(1), 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.
3. In the event that the number of eligible employees and/or children is such that the \$8,250 per subsidy period allocation 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 \$1,00 per subsidy period. In the event that any excess amounts remain following any necessary proportional increase, no more than \$1,250 of that excess amount shall roll over to the following subsidy period. In no subsidy period shall the amount available as a child care subsidy exceed 10,000.

C. PROCEDURE

1. A completed application for a subsidy payment, which must include the provision of any required documentation (see Section A, above), must be received by the College's Office of Human Resources no later than October 15 of each subsidy period. Applications received by the College's Office of Human Resources after October 15 will not be considered.
2. 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 of each subsidy period. Additional copies of the application form also will be available to employees in the College's Office of Human Resources and on line.
3. At a minimum, in addition to the documentation required in accordance with Section C(1), 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.

4. 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 of each subsidy period.
5. 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.
6. The provisions of this Article shall apply for the contract effective March 1, 2008.
7. All Child Care benefits shall be paid to the employee on their regular payroll check, and the cap and benefit will be raised 1.8% above the agreed upon benefit.

ARTICLE 39:

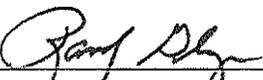
Term of Agreement

- A. Except as otherwise specifically provided herein, this Agreement shall be effective as of the date first written above, and shall continue in full force and effect until December 31, 2019.
- B. The College and the Union agree to enter into negotiations for a new agreement not later than the 60th day immediately preceding the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the first day written above.

TEACHERS COLLEGE

HIGHWAY AND LOCAL MOTOR FREIGHT
DRIVERS, DOCKMEN AND HELPERS
LOCAL UNION 707 I.B.T.

By 

By 