

# MEMORANDUM OF AGREEMENT

## BETWEEN

TEACHERS COLLEGE, COLUMBIA UNIVERSITY

and

TECHNICAL, OFFICE AND PROFESSIONAL UNION, LOCAL 2110,  
UNITED AUTO WORKERS, AFL-CIO

MARCH 1, 2004 – FEBRUARY 28, 2007

The following is a summary outline of the changes negotiated by the above-referenced parties during their negotiations for a contract to succeed their collective bargaining agreement which expired on February 29, 2004 (the "Agreement"). The changes, along with the changes set forth in the parties' Memorandum of Agreement dated May 17, 2001, will be incorporated in the language of the expired Agreement.

1. Term (Article 45)
  - three (3) years (from 3/1/2004 through 2/28/2007)
2. Wage Increases (Article 11)
  - 3% increase effective March 1, 2004
  - 4% increase effective March 1, 2005
  - 3.5% increase effective March 1, 2006
3. Minimums (Article 11)
  - the annual wage increases will be applied to the minimum and step rates
4. Longevity Increase (Article 11)
  - prior to the application of the 3% increase effective March 1, 2004, the amount of \$300 shall be added, on a one-time basis, to the base rate of pay of bargaining unit employees who have completed 20-29 years of service as employees with Teachers College on or before March 1, 2004.
  - prior to the application of the 3% increase effective March 1, 2004, the amount of \$500 shall be added, on a one-time basis, to the base rate of pay of bargaining unit employees who have completed 30 or more years of service as employees with Teachers College on or before March 1, 2004.

5. Retiree Health Insurance (Article 24, Section 10)

- revise Section 10 to increase the total maximum annual premium reimbursement amount from \$35,000 to \$40,000

6. Vision Benefits (Article 34, Section 9)

- Add the following sentence at the end of Section 10:

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

7. Child Care (Article 43)

- Article 43 will be eliminated and will be replaced with the College-administered program as set forth in the accompanying document.

8. Friday Closing (Article 33, Section 1)

- Add the following language to the end of Section 1:

... and on the Friday immediately before Memorial Day.

9. Additional Vacation Bonus Month (Article 17, Section 3)

Add the following additional sentence to Section 3:

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

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10. Staff Development (new)

- Add the following Staff Development Article to the Agreement:

Effective March 1, 2004, the College shall make available for each employee who has completed his or her probationary period \$300 per contract year to be used to enable the employee to attend continuing education offerings at Teachers College, Columbia University, NYU, CUNY or other New York City area organizations which will enhance the professional development of the staff member as it relates to his or her job at the College. The referenced amount is available only for non-credit, registration fees and shall not carry

over from one year to the next. Employee requests for funding pursuant to this Article are to be submitted to the employee's supervisor who will review the request for relevance to the essential responsibilities of the employee's job and to ensure that the scheduling of the course will not interfere with the efficient operation of the department. Approved requests will be forwarded to the College's Employment Manager with appropriate documentation regarding the relevant continuing education offering within a reasonable period before the course. Payment for the course shall follow the same guidelines established for the professional staff.

11. Tuition (Article 19, Section 1, Subsection (b))

- Section 1(b)(i) shall be added to Article 19, as follows:

Any full-time employees hired on or after the parties' ratification of this Agreement 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 a total of 12 credits per year at Teachers College or 9 credits per year at Columbia for September 1 through August 31, subject to the understanding that the employee may not enroll for more than 6 credits during each of the Autumn and Spring semesters and no more than 3 credits in either of the summer terms.

12. Tuition (Article 19, Section 2)

- revise Section 2, subsection (b)(i) as follows:

The cost of tuition for the academic year or 35% of the basic tuition fee at Columbia College for the academic year, whichever is less, subject to the understanding that the tuition scholarship is available to full-time and part-time students for a maximum of 120 credits, or the number of credits required by the institution to complete the four year degree. The credits are cumulative throughout one's college career including transfers from one institution to another.

- revise Section 2, subsection (c)(i) as follows:

The cost of tuition for the academic year or 35% of the basic tuition fee at Columbia College for the academic year, whichever is less, subject to the understanding that the tuition scholarship is available to full-time and part-time students for a maximum of 120 credits, or the number of credits required by the institution to complete the four year degree. The credits are cumulative throughout one's college career including transfers from one institution to another.

13. Tuition, Article 19 Section 1, Subsection (e)

- modify to eliminate reference to "Business Office" as follows:

"All except fee-based courses and restricted courses listed in the Registrar's Office are open under tuition exemption."

14. Personnel Files, Article 34, Section 1

- include reference to "Employment Manager" as follows:

"Any employee who has cause to believe that his/her personnel file contains any material that is derogatory in nature or that is inaccurate or misleading may request the Director of Human Resources or the Employment Manager to search his/her file and reveal to the employee the said material."

Reviewed and agreed to by:

Dated: 4/28/04

Dated: 4/28/04

Teachers College,  
Columbia University

UAW/Local 2110

By: [Signature]  
Laureen Toye  
Sueal P. P. P.  
Diana Man  
N. P. P.  
Anthony Bonano

By: [Signature]  
June Benjamin  
[Signature]  
Jillien Guzman  
Ann M. Christian  
M. P. P.  
[Signature]  
Isaac Frank  
Michelle L. E. L.

## PROPOSAL REGARDING CHILD CARE

The College agrees to make \$40,000 available per contract year to be distributed as a child care subsidy to eligible employees with dependent children who are twelve years of age and under, in accordance with the following rules:

### 1. ELIGIBILITY

- (a) The definition of a “dependent child” is as follows: a “dependent child” includes a natural child or a legally adopted child, or a dependent child who lives in the same household as the eligible employee and who may be taken as a dependent of the eligible employee pursuant to the provisions of the U.S. Internal Revenue Code. In order to verify dependency status, the College will request, as part of the application process, that employees provide documentary proof for each child for whom an employee seeks a subsidy payment. The proof required by the College may include, but not be limited to, a copy of the employee’s tax return for the prior year evidencing that the child was claimed by the employee as a dependent, a certified or original birth certificate, adoption order or other legal documentation evidencing dependency status. An affidavit from the employee shall be insufficient to establish dependency status. An employee who is a parent of a natural child or legally adopted child shall not be required to prove that the child was claimed as a dependent for tax purposes, provided that the employee can demonstrate parental status through a certified or original birth certificate or original adoption order.
  
- (b) In addition, in order to be eligible for a child care payment in a given year pursuant to this Article:
  - (i) an employee must have been employed by the College by March 1 preceding the application deadline (see Section 3(a), below) and must be employed at the College as of the date of disbursement pursuant to this Article (i.e., on or about December 15); and,
  - (ii) if an employee is seeking a child care payment for a newborn child or newly adopted child, the child must have been born or adopted,

whichever is applicable, by the application deadline (see Section 3(a), below); and

- (iii) a child for whom a payment is sought must not have reached the age of 13 by the application deadline.

## 2. PAYMENT AMOUNTS

- (a) Employees shall receive no more than \$1,500 per eligible child each year, up to a maximum of \$3,000 per family per year. Except as is provided in Section 2(b), below, as long as a child and/ or employee is eligible pursuant to Section 1, the employee shall receive a full payment for that child, irrespective of when the child became eligible. For example, if a child of an employee is born on October 14 (the day prior to the application deadline), the employee shall receive a full payment for that child for the relevant year.
- (b) In the event that the number of eligible employees and/or children renders the \$40,000 per year allocation (or a greater amount, if applicable, pursuant to Paragraph 2(c)) insufficient to permit the payments contemplated in Section 2(a), the College shall proportionally reduce the amount of the subsidy awarded to each employee by an appropriate percentage to ensure that the overall payment to employees does not exceed the applicable cap.
- (c) In the event that the number of eligible employees and/or children is such that the \$40,000 per year 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 \$5,000 per year. In the event that any excess amounts remain following any necessary proportional increase, no more than \$5,000 of that excess amount shall roll over to the following contract year. In no contract year shall the amount available as a child care subsidy exceed \$45,000.

## 3. PROCEDURE

- (a) A completed application for a subsidy payment, which must include the provision of any required documentation (see Section 1(a), above), must be received by the College's Office of Human Resources no later than October 15. Applications received by the College's Office of Human Resources after October 15 will not be considered.
- (b) The application form will be prepared by the College and shall be provided to the Union and to all employees via the College's internal mail on or about August 15. Additional copies of the application form also will be available to employees in the College's Office of Human Resources and on line.
- (c) At a minimum, in addition to the documentation required in accordance with Section 1(a), above, the application form will require employees to provide the following information: name, social security number, College box number, College telephone extension, College department, hire date, home address, home phone number, the names, ages and a statement of the relationship of any child for whom a payment is sought to the employee. The employee also will be required to sign a verification that the child or children for whom compensation is sought are in fact dependents of the employee.
- (d) The College will review the applications and make eligibility determinations. Payments shall be made by the College to eligible employees on or about December 15.
- (e) On the date the payments are distributed to eligible employees, the College shall provide the union with a written report which states the names of employees who received a child care payment, the amount of the payment for each employee and the total amount distributed to employees.
- (f) The provisions of this Article shall apply effective March 1, 2004 and specifically shall not apply to any subsidy payments for 2003.

