

**AGREEMENT BETWEEN**  
**BARNARD COLLEGE**  
**AND**  
**TRANSPORT WORKERS UNION**  
**OF AMERICA**  
**AFL-CIO, AND ITS LOCAL 264**

**SAFETY AND SECURITY DIVISION**  
**(Excludes Buildings & Grounds and**  
**Residence Hall Departments)**

**October 1, 2002**  
**through**  
**September 30, 2006**



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AND  
TRANSPORT WORKERS UNION OF AMERICA  
AFL-CIO, AND ITS LOCAL 264

**SAFETY AND SECURITY DIVISION**  
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 AND  
 TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, AND ITS LOCAL 264  
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 (Excludes Buildings & Grounds and Residence Hall Departments)

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**SAFETY AND SECURITY DIVISION**  
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**SECTION 1**

This Agreement is made and entered into as of the first day of October 2002, by and between Barnard College in the City of New York (hereinafter called "Barnard College" or the "College") and Transport Workers Union of America, AFL-CIO, and its Local 264 (hereinafter collectively called the "Union").

**SECTION 2**

The Union recognizes that Barnard College is an educational corporation incorporated under the laws of the State of New York operating independently, and that it is, therefore, not bound by any agreements Columbia University may have or may make with the Union.

**SECTION 3**

This agreement between Barnard College and the Union shall be effective from October 1, 2002 to September 30, 2006, inclusive.

**SECTION 4 – MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to cancel or impair in any manner the exclusive right of Barnard College to manage and operate its affairs and direct and control the work of its employees except as otherwise herein expressly provided.

**SECTION 5 – EXCLUSIVE BARGAINING AGENT/COVERED EMPLOYEES**

Barnard College and the Union agree that during the term of this Agreement, the Union will act as the exclusive bargaining agent with regard to wages, hours, and working conditions for all Barnard College Safety and Security employees as classified in Exhibit A.

The term "employee" as used in Section 5 and hereinafter in this Agreement, refers definitely and only to such workers in the Safety and Security Division of Barnard College who are actual members of the Union in good standing.

#### **SECTION 6 – UNION MEMBERSHIP**

All new Full-Time, Regular Part-Time and Temporary Safety and Security Division Employees as defined above shall be required to join the Union by the first of the month following the completion of thirty (30) days of employment (or the equivalent of thirty (30) days of employment in the case of Temporary Employees).

All such employees shall remain members in good standing in the Union as a condition of employment.

Provided, however, that should the Union report any such employee as not in good standing, Barnard College shall have the full right if it so desires, to continue the employment of such employee pending the settlement of his or her standing by discussion or arbitration as provided in Section 15 either of which shall not be unduly delayed, or by court action on the part of the employee; and by so doing Barnard College shall be free from any and all liability to the Union, and the Union agrees to hold Barnard College harmless from any discharges made pursuant to the provisions of this Section.

The Union shall be permitted to hold twelve (12) general Union meetings during the term of the contract, with a maximum of six (6) meetings in a calendar year and a maximum of one (1) in a week. These meetings will not exceed two (2) hours in length, except that one meeting per year may extend to two and one-half (2.5) hours. This shall not include any emergency meetings that may be requested due to the conditions at the College. The decision by the College to permit or deny the request for the emergency meeting is final and not subject to the grievance/arbitration process.

Without limiting or impairing in any manner the exclusive right of Barnard College to direct and control the work of its employees, it is the responsibility of Union Representatives to properly inform their immediate Supervisors before they attend to contractually permissible Union activity.

#### **SECTION 7 – CHECK-OFF**

As a matter of convenience to its employees, and to prevent misunderstandings with the Union as to who are actual members, Barnard College, on receipt from Local 264 of a card signed by such employee voluntarily authorizing such action, shall deduct from the first pay of each month otherwise payable to such employee, the Union dues, fines, and assessments for the preceding month, or any initiation fee due, all as hereinafter provided.

(a) The monthly dues and initiation fee of the Union members to be deducted as aforesaid shall be determined by the Union and notice of such dues and fees shall be provided to Barnard College.

(b) The initiation fee shall be due for those that shall have become members of the Union during the preceding month; provided, however, that no monthly dues shall be deducted from the monthly pay of any member of the Union in the same month in which an initiation fee is so deducted from his or her pay.

(c) The aggregate of such dues, fines, assessments and initiation fees deducted shall be promptly remitted to the President of Local 264 of the Union by check payable to Local 264.

In addition, Barnard College shall deduct an amount designated by the employee from the first pay check of each month for the Union's Political Contributions Committee of those employees for whom the Union submits a card signed by such employees voluntarily authorizing such action. The aggregate of such deductions shall be promptly remitted to the President of Local 264 by separate check payable to Local 264. The amount of the deduction may be set once each year on or before December 1 to begin the following January and may be discontinued at any time by the employee.

#### **SECTION 8 – CHECK-OFF AUTHORIZATIONS**

For the foregoing purposes, the President of Local 264 of the Union shall furnish to Barnard College five (5) days before the last day of each month, a list correctly showing the names and addresses of any employees who shall become actual members in good standing in the Union and any employees who shall have ceased to be such members since the last previous list furnished to Barnard College.

(a) Any such list including names of employees who have become such members shall be accompanied by dated cards executed voluntarily by such new members authorizing Barnard College to make such dues, fines, assessments and fees deductions from their pay, as provided for in Section 7, during the term of this Agreement.

(b) The Union shall give due notice to its members that, unless they advise the Union and Barnard College within thirty (30) days after the signing of this Agreement that they no longer authorize Barnard College to make dues, fines, assessments or other fees deductions from their pay, the check-off cards on file upon the date of the signing of this Agreement shall be considered as authority to Barnard College to deduct dues, fines, assessments or other fees under this Agreement.

#### **SECTION 9 – WAGES**

The job classification and scale of base hourly rates set forth in the schedule (Exhibit A), hereto annexed and hereby made a part of this Agreement, is effective from October 1, 2002, and for the remaining term of this Agreement.

(a) All Regular Full-Time and Regular Part-Time Employees whose work schedule begins between 2:00 p.m. and 2:00 a.m. shall receive a shift differential of \$.75 per hour effective June 1, 2003; \$.80 per hour effective October 1, 2004.

## SECTION 10 – EMPLOYEE TYPES

The classification of types of employees employed in Barnard College is as follows:

(1) **A Regular Full-Time Employee** is one who has completed a probationary period and has been accepted as a Regular Full-Time Employee and regularly scheduled for forty (40) hours per week.

(2) **A Regular Part-Time Employee** is one who has completed a probationary period and has been accepted as a Regular Part-Time Employee and regularly scheduled for at least ten (10) hours up to but not including a maximum of forty (40) hours per week. Regular Part-Time Employees shall receive the same hospitalization and medical benefits as Regular Full-Time Employees and in addition, unless provided otherwise in this Agreement, shall receive all other fringe benefits on a pro-rata basis to the extent practicable.

(3) **A Probationary Employee** is a new employee being considered for a position as a Regular Employee. A Probationary Employee is on probation for a period of ninety (90) days. If at any time during this period Barnard College is satisfied that such employee has not shown himself or herself qualified to be a Regular Employee, Barnard College shall have the right to release such employee without it constituting a grievance.

(4) **A Temporary Employee** is one taken on for a period of time not to exceed an aggregate of six (6) months in any contract year, to meet accumulated work or to do substitute work during vacations, leaves of absence or other periods. The said six (6) month period may be extended by mutual agreement for the length of a leave of absence. At the termination of the specific period, or completion of the work for which such person was employed, Barnard College shall have the right to release such Temporary Employee without it constituting a grievance. The grievance procedure will be applicable to all temporary employees who have a minimum of two years of service and a minimum of two thousand and eighty (2,080) hours. Temporary on-call guards who as of December 31, 1999, had a minimum of three (3) years of service or a minimum of one thousand and forty (1,040) hours will be covered by the grievance procedure. The seniority date of a Temporary Employee who is hired by Barnard College as a Regular Employee at the end of or during a period of temporary employment shall be the date such period of temporary employment commenced.

(5) **Temporary and Probationary Guards** shall be paid in accordance with the wage progression outlined in Exhibit A.

## SECTION 11 – WAGE PAYMENTS/DAYS OFF

Wages due shall be paid weekly not later than Thursday for the pay period terminating the preceding Sunday.

(a) Regular Employees working thirty-four (34) or more scheduled hours per week are to receive two (2) consecutive regular days off during each seven (7) day week. Regular Employees working less

than thirty-four (34) scheduled hours per week are to receive one and one-half (1 ½) regular days off during each seven (7) day week.

(b) Employment for Regular Employees in any work day shall be continuous from scheduled starting to scheduled quitting time; meal periods are counted as work hours.

(c) Weekly work schedules and regular time off may not be changed without fourteen (14) days written or oral notice, unless a shorter notice is acceptable to the employee. If any dispute arises between Barnard College and the Union in connection with any change proposed hereunder, it shall be settled in the manner provided in Section 15. Where a change is to be made in an employee's weekly work schedule under this provision, first employees in the job classification affected will be given the opportunity to change their shift by choice, in seniority order. If a senior employee does not wish to make the change, then the junior employee in that classification will be assigned the work schedule change.

(d) Longevity Payment: Beginning on October 1, 2002 and on October 1 of each successive year employees who have attained their five-, ten-, fifteen-, or twenty-year anniversary in the prior year will receive the appropriate one-time \$150.00 rate adjustment in longevity payment.

## **SECTION 12 – OVERTIME PAY**

Barnard College shall pay all regular overtime at a rate of time and one-half the applicable regular rate for all authorized hours worked by all employees beyond eight (8) hours per day or forty (40) hours per week, whichever is shorter, except as otherwise provided below.

(a) In the case of subsequent overtime, time between quitting time and starting the overtime work shall be paid for at one (1) hour pay at straight time. Overtime of one (1) hour pay at straight time is paid when an employee works his or her full shift and then works overtime with a break, between the conclusion of his or her full shift and the overtime assigned, of more than one (1) hour, or an employee works his or her full shift plus overtime hours which shift and overtime hours are consecutively twelve (12) or more. Such subsequent overtime shall be calculated from the start of the overtime work and shall be assigned for not less than four (4) hours. If this assignment extends into the employee's regular work schedule, he or she shall receive one-half pay in addition to his or her regular rate of pay during the completion of the four (4) hour period.

(b) Overtime payments shall be made on either daily or weekly overtime hours worked but there shall be no duplication or pyramiding of overtime pay.

(c) Each department head shall post overtime schedules on a weekly basis for their employees. There shall be equitable rotation of overtime based on seniority and job classification.

(d) If an employee is scheduled to work overtime and indicates he or she intends to work such overtime and then does not work, it shall be handled as overtime worked for overtime rotation.

(e) No Part-Time Employee shall be offered additional work beyond his or her regularly scheduled hours when a Full-Time Employee is available and able to perform the work at the time the work begins, regardless of whether the available Full-Time Employee would have to be paid overtime rates.

(f) If an employee works overtime on a day other than a regularly scheduled workday within a work week, the hours taken as sick leave shall not be counted for purposes of computing overtime compensation for the hours worked on that additional day. If an employee takes a partial day as sick leave, the hours taken as sick leave shall not be counted for purposes of computing overtime compensation for that same day.

(g) At the request of the employee, overtime worked in excess of twenty (20) hours per pay period shall be paid by a separate check.

(h) Guards requested to report for administrative meetings not occurring during their regular shift shall receive a minimum of two (2) hours pay at the time and one-half rate. Attendance at meetings scheduled for times other than immediately prior to and immediately after a regular shift shall be optional.

### **SECTION 13 – TEMPORARY WORK ASSIGNMENTS**

Any employee temporarily assigned for two (2) hours or more in any one (1) day to the work of a job classification to which a higher rate of pay is attached shall receive the regular rate of pay of the higher classification while so assigned. An employee temporarily assigned to the work of a job classification to which a lower rate of pay is attached shall, nevertheless, receive his or her regular rate of pay.

### **SECTION 14 – DISCHARGE AND SUSPENSION**

No employee shall be discharged or suspended except for a just and sufficient cause. Any employee who is discharged or aggrieved by disciplinary action taken by Barnard College shall have the right to ask that such action be considered as a grievance and settled by the grievance procedure established and herein described in Section 15. Pending a decision under this procedure, an employee who is discharged or suspended must remain off the campus premises, except the employee will be permitted on campus to process the provisions of the grievance and arbitration clause.

## **SECTION 15 – GRIEVANCE PROCEDURE**

Grievances shall be deemed to consist only of disputes arising out of the interpretation or application of this Agreement.

The periods of time specified in the following are exclusive of Saturdays, Sundays and holidays.

**STEP A** Any dispute or grievance arising under this Agreement shall be discussed promptly between an aggrieved employee and his or her immediate supervisor, with or without a Union representative present. At employee's discretion he or she may request a Union representative.

The grievance shall be presumed by Barnard College to be satisfactorily disposed of unless within five (5) days after the employee has discussed his or her grievance he or she shall present a written grievance (in the form annexed hereto as Exhibit B) to the supervisor in person, with or without a Union representative present. If it is not settled at this time, a copy of the grievance is left with the supervisor and copies sent to the Director designated by the College and the Local 264 President.

**STEP B** The Director designated by the College or his or her designated representative shall, within five (5) days of receipt of said report, discuss the matter with the Union representative(s) and the supervisor together, with or without the aggrieved employee. A summary of the case and the decision shall be given in writing to the Union representative(s) within five (5) days following the meeting.

Any complaint or grievance that is in Step A or B of the grievance process, and has been pursued in a timely manner, and is then used by the College as a basis for progressive discipline, may be expedited to Step C by the Union.

**STEP C** It shall be presumed by Barnard College that the grievance has been settled to the satisfaction of the employee and the Union in Step B unless within five (5) days after the decision in Step B a written statement that the grievance is not settled is presented to the Director of Human Resources or his or her designated representative. The Union statement shall provide notice if the grievance will be heard by the Human Resource Director or his or her designee ("Regular Step C"), or the Alternate Step C-Joint Grievance Panel (the "Joint Grievance Panel" or the "Panel"). A maximum of ten (10) grievances per contract year may be moved to the Alternate Step C Panel. The Alternate Step C shall be for the length of this Agreement (10/1/02 – 9/30/06), unless the Agreement is extended by the mutual agreement of the parties, and will apply to only those grievances that have progressed through Step B.

### **REGULAR STEP C**

For those grievances that will be heard at Regular Step C, upon receipt of such statement from the Union, the Director of Human Resources or the designated representative shall consider the matter promptly and within five (5) days advise the employee and the Union of a hearing within five (5) days thereafter. If subsequent hearings are necessary, they shall be held promptly and a written decision given within ten (10) days after the first hearing unless the time is extended by mutual consent.

**ALTERNATE STEP C**

The Joint Grievance Panel will consist of four (4) individuals, two (2) selected by the Union and two (2) selected by the College. The Parties will also each choose an alternate Panel member, who will participate if one of the regular Panel members is not available. The parties agree to select Panel members who are employees of the College and who are not supervisors of TWU employees, members of the Human Resources staff, or representatives of collective bargaining units. The Panel will meet once every other month.

For the Union the Panel members are:

1. Lester Jiggetts
2. Stephanie Raptis
3. (alternate) Tracy Hamilton

For the College the Panel members are:

1. Alan Anderson
2. Paula Newman
3. (alternate) Ann Aversa

The goal of the Joint Grievance Panel is grievance resolution. A grievance mediator may be called to assist in the resolution of grievances, if two (2) or more Panel members believe the services of a mediator are necessary. If a mediator is called, the costs will be shared equally by the College and the Union.

The Union and the College will present the grievance to the Joint Grievance Panel. Grievances shall be scheduled for hearing once every other month before the Joint Grievance Panel. At the completion of the presentation, the Panel will consider the grievance and either propose a settlement or reach an impasse. Any proposed settlement may be accepted or rejected by the Union and/or the College. If the grievance is settled, such resolution shall be in writing, prepared in accordance with the usual format used by the parties for settlement agreements. If either party rejects the proposed settlement, or if the parties reach impasse, the Union may submit the grievance to arbitration in accordance with the provisions of Step D. In the event of an impasse, both panels may prepare a position statement, which may be utilized in Step D of the grievance procedure.

At the end of each year or upon vacancy on the Joint Grievance Panel, the Union and the College will meet to discuss the Panel and each party may select replacements.

**STEP D** It shall be presumed by Barnard College that the grievance has been settled to the satisfaction of the employee and the Union in Step C unless within five (5) days after the decision by the Director of Human Resources or the designated representative the Union serves notice in writing on the Director of Human Resources or the designated representative that it elects to submit the grievance to arbitration.

In the event such arbitration is requested within ten (10) days Barnard College and the Union agree to select arbitrators utilizing the Federal Mediation and Conciliation Service by requesting a panel of arbitrators. The grievance shall be submitted to the arbitrator so selected and the decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall have authority to interpret and apply only the provisions of this Agreement as may be involved in said difference between the parties, but shall not have any power or authority to alter in any way any of the terms or provisions of this Agreement. The forms on which grievances are submitted shall not increase or decrease the scope of the arbitrator's authority.

Until such time as there has been a final arbitration award, the parties agree that the status quo shall be maintained except that discharged or suspended employees must remain off Barnard College premises until such time as they may be reinstated through the arbitration machinery, unless they are authorized officials of the Union.

The fees and expenses of the arbitration shall be borne equally by the parties. Notwithstanding the above, each party shall pay its own legal fees and witnesses' expenses.

If operating conditions make it necessary, Barnard College may elect to set times for the regular presentation of grievances to the Director of Human Resources. In case of such election, the hearing provided under Step C shall take place at the next regular, scheduled hearing after the presentation of the grievance to the Director of Human Resources or the designated representative.

Grievances involving terminations and denials of leaves of absence, vacation times or floating holidays shall be expedited. The grievance may be initiated at the third step (Step C) and if the grievance is denied the Union may request expedited arbitration in accordance with Step D paragraph 2.

#### **SECTION 16 – SENIORITY/FILLING OF VACANCIES**

Barnard College seniority for Regular Employees shall be computed on the basis of the earliest date of continuous employment.

Separate seniority lists for each type of Regular Employee shall be kept by division as set forth in Exhibit A, hereto attached. Divisional and type of job classification seniority shall be computed on the basis of the earliest date of continuous employment in a divisional and type of job classification.

- A. Seniority credit for interrupted service shall be as follows:
  - i. During a period of continuous authorized paid leave of absence (i.e., sick leave, workers' compensation leave or disability leave) an employee will continue to accrue both seniority and benefits for a period not to exceed twelve (12) months. An employee on such continuous authorized paid leave of absence for more than twelve (12) months may retain, but not accrue, seniority.

- ii. During a period of continuous lay-off not to exceed the lesser of twelve (12) months or the length of time actually employed, an employee shall continue to accrue seniority for a period not to exceed twelve (12) months and benefits for a period not to exceed three (3) months. An employee on lay-off for an indefinite period longer than twelve (12) months may retain, but not accrue seniority, if the employee notifies Barnard College by registered mail every six (6) months of his or her desire for re-employment.
- iii. During a period of continuous authorized leave of absence without pay an employee shall continue to accrue seniority and benefits (except vacation and sick leave) for a period not to exceed three (3) months. An employee on continuous authorized leave without pay longer than three (3) months may retain, but not accrue, seniority.
- iv. An employee on military leave shall continue to accrue seniority.
- v. Termination of employment, loss of former credit if re-employed later.

B. Where all other factors such as efficiency, special requirements of job assignments, employee's ability and physical fitness and employment record are equal, seniority within each classification and each type of employee shall govern promotions. The College shall next consider applicants who are Employees in the Buildings and Grounds and Residence Halls Departments at Barnard College and who are actual members of the Union in good standing ("eligible Union worker"). An employee promoted shall serve a probationary period of four (4) months in the new assignment. In the event that the employee or eligible Union worker does not qualify in the promotion, he or she shall have an opportunity to return to a job in an equivalent pay grade to the one from which he or she was promoted displacing the person with the least seniority in that classification.

C. In the event that Barnard College decides to give a test to an employee it shall be both written and practical, unless the employee has three (3) years employment and then the test shall be oral and practical. The College may also test for the ability (a) to read manuals, (b) to follow written instructions, and (c) to fill out log books. Barnard College agrees to comply with all governmental regulations in this area.

(1) All job vacancies shall be posted by Barnard College for five (5) regular scheduled work days on the bulletin boards. Such notice shall contain a job description, the requirements for the job, the classification, days off, shift and salary range. One day prior to posting a copy shall be given to the Local 264 President and such other Union Officers as may be designated in writing by the Union. Barnard College will give the Union five (5) days prior notice of any change in a job description.

(2) All interested employees and eligible Union workers shall apply in writing to the Director of Human Resources within the above-described five (5) day period. All employees and eligible Union workers who have so applied shall be considered for the position. If Barnard College determines that an employee or eligible Union worker applicant is qualified to perform a posted job, that posted vacancy shall be filled within thirty (30) days of the end of the posting period.

(3) If Barnard College determines that no employee or eligible Union worker who has applied is qualified for the position, then Barnard College shall fill the vacancy as it may determine. The Union has the right to use the grievance and arbitration provisions if they disagree with Barnard College's decision.

The employee, if any, awarded the job vacancy shall be placed in the new position within ten (10) work days from the time notification is received by the employee that he or she has been awarded the position. The eligible Union worker, if any, awarded the job vacancy shall be placed in the new position within thirty (30) work days from the time notification is received by the employee that he or she has been awarded the position.

### **SECTION 17 – LAY-OFFS**

In the event of a general lay-off, Regular Part-Time Employees will be laid off first in inverse order to their employment in the division. Regular Full-Time Employees will be laid off in inverse order to their employment in the division. An employee laid off in a job may exercise his or her divisional seniority in a lower job classification in the same division provided that the employee's ability, experience, skill and physical fitness qualify him or her for the work requirements of the lower job classification. Whenever a lay-off or transfer to a lower job classification is contrary to the seniority principle, it shall be the responsibility of Barnard College and the Union to show that the qualifications of the employee justify the action.

(a) When after lay-offs, additional employees are again required; those laid off shall be offered re-employment in inverse order to the order in which they were laid off before any new workers are hired.

(b) Any employee laid off will be advised by Barnard College in writing at the time of lay-off that if he or she desires to be re-employed later, he or she must notify Barnard College in writing at the time of lay-off and report this information by registered mail each six (6) months, giving his or her permanent address.

(c) If, during this period, Barnard College has a suitable opening, registered letter advice shall be sent to the last address, and the job held open four (4) days, exclusive of Sundays and holidays, for the employee to advise Barnard College of his or her acceptance or refusal. Failure to reply or refusal of a permanent job equivalent in pay grade to the one from which he or she was laid off, shall deprive such employee of his or her right to be rehired.

(d) All seniority ratings and obligation for re-employment shall cease upon:

- I. Justifiable discharge.
- II. Voluntary quitting.
- III. Material change in physical status.
- IV. Retirement

### **SECTION 18 – HOLIDAYS**

During the term of this Agreement, Regular Employees shall be entitled to the following fourteen (14) holidays with pay computed on the basis of the employee's regular workday at base rates:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day (July 4 <sup>th</sup> )	Christmas Day
Labor Day	New Year's Eve Day
Election Day	

Three floating holidays (to be taken on a day mutually agreed upon by the employee and Barnard College)

The three (3) floating holidays shall be treated equally and taken as set forth in this paragraph. The employee must apply for three floating holidays during the fiscal year. If the College chooses to exercise its option to deny a request for a floating holiday for any time other than the two weeks ending with the week including Commencement Day and the two weeks ending with the week including the first day of class in the Fall semester, and the employee has not been given an alternate day off in lieu of the requested floating holiday, then during the first pay period of the new fiscal year the employee shall receive an extra half-day's or full-day's pay at regular straight time, as the case may be, for each requested floating holiday that is still owed the employee from the preceding fiscal year.

Once per year, if an employee elects to work a holiday, in lieu of receiving two and one half (2 ½) days pay the employee may elect to receive one and one half (1 ½) days pay, and receive his or her birthday\* as a paid day off. An employee who makes such an election must notify his or her supervisor seven (7) days prior to working the holiday.

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\*If the employee's birthday is on a non-workday, the employee will receive the workday closest to his or her birthday.

Probationary Employees who have been on the payroll and who have worked continuously for thirty (30) days or more shall be entitled to receive holidays occurring during their term of employment according to the provisions of their status: Regular Full-Time or Regular Part-Time.

(a) When a scheduled paid holiday occurs on one of the work days of a Regular Employee, if mutually agreeable, the employee can accept an alternative day or half-day, as the case may be, at some other time as his or her holiday time off, or at the option of Barnard College, he or she can work on a holiday and receive an extra half-day's or full day's pay, at time and one-half, as the case may be. However, no employee is to receive more than said extra day's or half-day's pay for a scheduled or alternative holiday.

(b) A Regular Employee required to work upon such scheduled paid holiday may work less than his or her regular work hours, but such hours worked shall in no case be less than one-half of a regular workday.

In addition to his or her regular day's or half-day's pay for the holiday, he or she will receive pay, at time and one-half, for the hours actually worked on the holiday. However, in this case he or she will not receive an alternative day or half-day off as the case may be.

(c) The effective period for any holiday shall be from 12:00 midnight to 12:00 midnight on the prescribed holiday date. A majority of the work shift period must occur during this period in order for it to be considered a holiday work shift.

The actual day of a Holiday shall be treated as the holiday for Safety and Security Employees, regardless of whether, for other employee groups, the College designates another day as the holiday for Holidays which occur on a Saturday or Sunday.

(d) If a day off and a holiday coincide, Barnard College, at its option, will give a full day's pay or an alternative full day off. However, if an employee shall be absent from work on the day prior to, or the day following such paid holiday, his or her holiday pay shall be forfeited, unless his or her absence is excused by a doctor's certificate.

(e) No employee is entitled to holiday pay when on leave without pay. In case of sick leave with pay, the holiday shall not be counted as a day of sick leave.

## SECTION 19 – VACATION

Vacation earned shall be determined on the basis of the fiscal year. Vacation earned in the first year of employment shall be pro-rated monthly to the extent practicable.

Regular Employees hired on or after October 1, 1982, shall receive annual vacation at base pay as follows:

- I. After six (6) months but less than twelve (12) months—one (1) week.
- II. After twelve (12) months—two (2) weeks.
- III. After three (3) years—three (3) weeks.
- IV. After five (5) years--four (4) weeks.
- V. After thirteen (13) years--five (5) weeks.

Regular Employees hired prior to October 1, 1982, shall receive annual vacation at base pay as set forth above and after eighteen (18) years of employment, shall receive six (6) weeks vacation.

(a) (i) Employees laid off in good standing shall receive only such amount of vacation with pay as entitled to in proportion to the number of full months actually worked, which must not be less than four (4) months since the beginning of the fiscal year, including any paid holidays due up to the date of lay-off. In the event an employee is not recalled after twelve (12) months of lay-off, such employee shall receive such amount of vacation with pay accrued but not paid at the time of lay-off, for full months actually worked.

(ii) An employee who terminates, whether voluntarily or involuntarily, shall receive such amount of vacation with pay as entitled to in proportion to the number of full months actually worked, up to the date of termination, including any paid holidays due up to said date. Such payment shall be made on the next scheduled pay date for the period in which the termination occurs.

(b) Under no circumstances shall a Regular or other employee covered by this Agreement have more than one of the foregoing described vacations in any fiscal year.

(c) Unused vacations are not cumulative. All vacations shall be taken at a time to be designated by Barnard College for its operating convenience. Vacations may be scheduled throughout the entire fiscal year according to seniority and consistent with adequate functioning of the operations.

Barnard College reserves the right to request that, where a vacation period exceeds two (2) weeks, additional vacation weeks may be scheduled separately. Vacation requests requiring special consideration must be presented three (3) working days in advance.

(d) Except as aforesaid and as may be mutually agreed between Barnard College and the employee involved, the vacation period shall be taken on consecutive days. Also, when operating conditions necessitate it, by the same mutual consent, vacation pay in lieu of actual vacation time may be substituted for the whole or any part of the employee's vacation.

(e) Five (5) employees shall be allowed to be on vacation on a daily basis; one (1) from the day shift, two (2) from the second shift and two (2) from the third shift. In the event that less than the daily levels have requested vacation leave from a given shift, employees from other shifts may be approved for vacation leave subject to staffing requirements and operational needs. Notwithstanding anything herein to the contrary, the above described limitations may be exceeded in total or on any shift, during peak vacation months (i.e., June, July and December) and under compelling circumstances, subject to operational needs, approval of the department and consistency with seniority order.

#### **SECTION 20 – SICK LEAVE AND BEREAVEMENT LEAVE**

Annual sick leave with pay, in case of actual certified personal illness, shall be allowed to Regular Employees after six (6) months total time on payroll from date of employment and shall be determined on the basis of the fiscal year, in accordance with the following schedule (the first year of employment to be pro-rated monthly to the extent practicable).

I. For employees hired on or before January 26, 1992:

a. After six (6) months, but not over one (1) year total time on payroll, a total allowance not exceeding one (1) week at full regular base pay. No pay will be made for the first day of any sickness except when the given illness is five (5) working days or more.

b. After one (1) year, but not over two (2) years total time on payroll, a total allowance not exceeding two (2) weeks full regular base pay.

c. After two (2) years, but not over three (3) years total time on payroll, a total allowance not exceeding three (3) weeks at full regular base pay.

d. After three (3) years total time on payroll, a total allowance not exceeding four (4) weeks at full regular base pay.

II. For employees hired on or after January 27, 1992:

a. After six (6) months but not over two (2) years total time on payroll, a total allowance not exceeding five (5) days at full regular base pay.

b. After two (2) years total time on payroll a total allowance not exceeding ten (10) days at full regular base pay.

III. Effective upon the first day of the fiscal year sick leave unused during the preceding fiscal year shall accumulate to a total of sixty (60) days as credit for the individual to care for future sick leave in excess of that allowed each fiscal year.

IV. Effective January 1, 2004, after an employee has accumulated sixty (60) days of unused sick leave in said employee's "Sick Bank" all unused sick leave accumulated over said sixty (60) days shall be placed in the Sick Leave Retirement Incentive Bank (the "Incentive Bank"). A total of one hundred twenty (120) days may be accumulated in the Incentive Bank per employee. Upon retirement (for which an employee shall be eligible upon reaching the age of sixty-two (62) and completing a minimum of ten (10) years of service to the College) an employee will be paid for any days accumulated in the Incentive Bank at a rate of one (1) day of pay, at the then current wage rate, for every three (3) days in the Incentive Bank. However, if at retirement an employee has fewer than sixty (60) days in said employee's Sick Bank, the payout from the Incentive Bank shall be reduced by one and one-half (1.5) days pay for each day less than sixty (60) left in the Sick Bank.

(a) Employees eligible for sick leave pay will receive such pay only when actually confined to their home or a hospital because of illness, or when they are unable to work because of certified physical disability.

(b) In case of any sickness where sick leave with pay applies, all employees must notify the supervisor or other person designated by Barnard College in the Security Department or the Buildings and Grounds Department at least ninety (90) minutes prior to his or her regular starting time in order to receive sick leave pay.

(c) A doctor's certificate will not be required for absence due to illness up to and including three (3) consecutive work days unless the absence occurs before or after a holiday in which case a certificate will be required. Any pattern of abuse of this privilege will result in a written warning to the employee following which a doctor's certificate can be required for one (1) or more days of absence. A doctor's certificate substantiating illness may be required at Barnard College's discretion, for a day immediately before or after a holiday or vacation day, in order to receive sick leave pay for such sick day.

(d) Unauthorized absence of anyone for half a scheduled day in any one day, shall be considered as an absence for the whole day.

(e) Eligible employees failing to complete an application for disability benefits shall not be eligible for sick leave pay.

(f) Sick leave may be used for a doctor's appointment that cannot be scheduled outside of working hours. It may also be used for a reasonable amount of time when the employee's presence is required at home because of the illness of a family member requiring his or her care.

(g) Disability or sickness arising from pregnancy or childbirth shall be treated as any other disability or sickness under this Section. The employee shall furnish the employer with a certificate from

her doctor stating her expected date of delivery. Active employment may continue during pregnancy at the employee's discretion. However, Barnard College reserves the right to require an authorization from the employee's doctor attesting to the employee's ability to carry out her normal duties.

(h) Should any temporary or probationary employee be injured in the performance of his or her duties, said employee shall, at the discretion of the Director of Human Resources, receive sick leave pay not to exceed five (5) days. The decision by the Director of Human Resources to permit or deny the sick leave is final and not subject to the grievance/arbitration process.

(i) Sick leave does not apply during vacation periods or leaves of absence without pay.

(j) If the illness is covered by the New York Workers' Compensation Law, Barnard College will pay the difference between what the insurance carrier pays and the entire amount due to the employee for sickness provided under Section 20 of this Agreement.

(k) The Human Resources Department shall supply each member of the bargaining unit, once a year, with a statement of his or her available sick leave and vacation days.

(l) In case of death in the immediate family (wife, husband, parents, children, sisters, brothers, parents-in-law, grandchildren, and grandparents) of a Regular Employee, a special leave of absence will be granted as conditions warrant, and three (3) days of such leave will be with pay. Special consideration will be given to written requests for a paid leave of absence, not to exceed three (3) days, in the event of the death of a close relative not included above.

## **SECTION 21 – RETIREMENT BENEFITS**

All employees covered by this Agreement shall receive retirement benefits in accordance with the provisions of the Barnard College Teachers Insurance and Annuity Association (TIAA) Retirement Plan for Non-Academic Employees.

Effective January 1, 2004, the pension “breakpoint” will be raised to \$9,000.

## **SECTION 22 – MEDICAL INSURANCE**

Effective no later than March 1, 1992, all Regular Employees and retired employees shall receive individual and dependent medical insurance coverage under the Health Maintenance Organization plans the College offered as of October 1, 1991, through HIP and Aetna/U.S. Health Care, which plans include individual and dependent major medical coverage of \$250,000. During the term of this Agreement, the College will pay the full costs of the Aetna/U.S. Health Care and HIP medical plans. By mutual agreement of Barnard College and the Union, the HMOs or the specific plans offered may be changed. For Regular Employees hired on or after October 1, 1996, to be eligible for retiree medical benefits, a Regular Employee must be 62 years of age and have 10 years of service at the College.

The following modifications to the Aetna/U.S. Health Care and HIP medical plans have been implemented and agreed to effective January 1, 2003 and February 1, 2003:

Plan Modifications:

- |                         |  |
|-------------------------|--|
| Aetna/U.S. Health Care: | *Office co-payment increased from \$2.00 to \$10.00;<br>*Emergency room co-payment increased from \$15.00 to \$50.00 (waived if admitted);<br>*Implement Open Drug Formulary; and<br>*Drug co-payment increased from \$2.50 to \$5.00 (generic) /\$15.00 (brand name). |
| HIP:                    | * Office co-payment increased from \$0 to \$10.00;<br>*Implement Drug Formulary; and<br>*Drug co-payment increased from \$0 to \$5.00 (generic) /\$10.00 (brand name).   |

Those employees who upon reaching age 62 choose early retirement will be covered by an HMO plan until they reach 65. Fifty percent of the cost of coverage will be paid by Barnard College and fifty percent will be paid by the early retiree. Upon attainment of the normal retirement age, 65, Barnard College will provide HMO coverage as a supplement to Medicare.

Retired employees who move out of an HMO region will receive the same premium contribution they would have received to be applied to the employees' own alternate insurance coverage, or the actual premium of the alternate insurance, whichever is less.

New employees hired on or after October 1, 1994, will be provided medical insurance under HMO plans comparable to the HIP Plan H3B, the premiums for which must be at least 10% less than the then applicable rates for the HMOs provided to employees hired before October 1, 1994. Those plans will be selected by the College in consultation with the Union.

The College will offer Regular Employees a Flexible Spending Account for medical costs not covered by insurance, to the extent permitted by law now or in the future. Barnard College's discontinuance or other modification of such Accounts as a result of changes in applicable law shall not constitute a grievance.

An employee who is eligible for health insurance coverage and waives such coverage will receive a monthly payment of \$100 in lieu of benefits in each year of the contract. In order to be eligible for this payment, annually the employee must submit satisfactory proof of coverage under another health insurance plan. Employees who waive coverage may terminate the waiver and elect coverage if there is a change in the employee's spouse's employment status that results in the loss of coverage. This waiver of coverage payment is not available to employees where both the employee and his/her spouse work for Barnard. This provision is effective on ratification (February 4, 2004).

The Union and the College will continue the Healthcare Subcommittee to review trends, plans and costs of all health insurance. The parties will meet by April 1, 2006 to explore cost containment approaches for the next contract.

### **SECTION 23 – DENTAL AND VISION INSURANCE**

All Regular Employees covered by this Agreement will be covered by dental insurance (the “Dental Plan”). Barnard College will pay the costs of a single Dental Plan, chosen by the Union, at the benchmark rate in the year 2002 and will pay increases in the cost of the chosen Dental Plan of up to seven (7%) percent in the years 2003, 2004 and 2005 (as detailed in Exhibit E). Any increases in the cost of the Dental Plan above seven (7%) percent will be paid by the employee. Vision care coverage will be provided if Barnard College provides it to its faculty or administration.

### **SECTION 24 – LIFE INSURANCE**

Life insurance coverage and Accidental Death and Dismemberment coverage for all current Regular Employees covered by this Agreement shall be: effective October 1, 2003—\$21,000; October 1, 2005—\$22,000.

### **SECTION 25 – DEATH BENEFIT**

The death benefit for all employees retiring and receiving annual benefits under the Barnard College Retirement Benefits Plan for Non-Academic Employees, will be \$3,500. The death benefit for employees retiring with severance pay will be \$1,000. Employees hired on or after January 27, 1992 will not receive a death benefit.

### **SECTION 26 – EMPLOYEE TUITION BENEFIT**

All Regular Employees covered by this Agreement hired prior to October 1, 1982, shall be eligible to receive payment for fifteen (15) points of course credit received per year from an accredited educational or vocational institution. Those Regular and Full-Time Employees who have completed two (2) years of service shall be eligible for three (3) additional credits for a total of eighteen (18). During the first two (2) years of eligibility the fifteen (15) credits shall be six (6) in the fall, six (6) in the spring and three (3) in the summer.

All Regular Employees covered by this Agreement hired on or after October 1, 1982, after two (2) years of employment, shall be eligible to receive payment for fifteen (15) points of course credit received per year from an accredited educational or vocational institution, and after four (4) years of employment, shall be eligible for three (3) additional credits for a total of eighteen (18). The first fifteen (15) credits shall be six (6) in the fall, six (6) in the spring and three (3) in the summer.

Anything in the foregoing paragraph to the contrary notwithstanding, Regular Employees hired on or after October 1, 1985 shall receive payment of the lesser of \$3,000.00 effective October 1, 2003; \$3,500.00 effective October 1, 2004; \$4,000.00 effective October 1, 2005, or the cost of course credit received.

Regular Part-Time Employees are eligible for a pro-rata amount of the above, in accordance with their dates of hire.

### **SECTION 27 – BARNARD COLLEGE TUITION BENEFITS**

Daughters of all employees covered by this Agreement shall, upon matriculation, be eligible for tuition exemption at Barnard College for eight (8) semesters while a parent is employed by Barnard College.

### **SECTION 28 – UNIFORMS**

Barnard College shall supply its security officers with two (2) winter and summer pants; three (3) winter and summer shirts; one (1) winter jacket; one (1) winter blazer; one (1) summer hat; and rain gear. The security officers shall be entitled to a maximum of \$200.00 on October 1, 2003; \$200.00 on October 1, 2004, and \$225.00 on October 1, 2005 per year in order to maintain uniforms. This amount to be paid on November 1 of each year. Barnard College shall supply flashlights with batteries to its guards. When Barnard College requires an employee to wear safety shoes or other authorized footwear, Barnard College shall supplement the cost of such shoes at the rate of \$80.00 effective October 1, 2003; \$85.00 effective October 1, 2004; \$90 effective October 1, 2005, each contract year. This shoe allowance shall be paid on prior approval of the shoe by the supervisor and on submission of a valid bill of sale for the shoes. Guards are authorized to wear black shoes.

### **SECTION 29 – SHIFT BREAKS**

(a) All employees covered by this Agreement shall be prepared to start their work at the start of their work shift. During the shift each employee shall receive a fifteen (15) minute refreshment and rest break. This period shall be agreed upon by Barnard College and the Union and shall be taken regularly at the agreed time unless a building or other emergency requires a change in such schedule.

(b) The length of time of lunch periods shall be fixed by agreement between the Union Officers and Barnard College.

(c) The fifteen (15) minute wash-up period previously provided at the end of each shift shall be changed to a fifteen (15) minute break to be taken with the lunch break and employees shall punch out in uniform at the end of the shift.

### **SECTION 30 – JURY DUTY PAY**

Barnard College agrees to continue its past practice on jury duty where the employee receives his or her hourly rate plus retention of any jury fees paid.

To be eligible for jury duty pay, employees must give one (1) weeks notice of jury service, and provide proof of actual service. If notice is not given at least one (1) week prior to jury service, the employee will be paid only for jury service beginning one (1) week after notice is actually received by the College.

### **SECTION 31 – 49 CLAREMONT AVENUE & MAIN GATE GUARD BOOTHS; FUTURE DAY CARE CENTER; CHILD CARE SUBSIDY**

(a) Barnard College will provide a guard booth at 49 Claremont Avenue and at the Main Gate (by September 30, 1997). Barnard College agrees that in the event it establishes a Day Care Center, it will extend the privilege to the children of employees in the bargaining unit.

(b) A child care fund will be established in the following amounts: \$8,000 on October 1, 2003; \$9,000 on October 1, 2004; \$10,000 on October 1, 2005. These funds are to be distributed as a childcare subsidy to employees with children who are twelve (12) years of age or younger in accordance with a formula developed by the Union, and approved by the College, such approval not to be unreasonably withheld.

### **SECTION 32 – UNPAID LEAVE OF ABSENCE**

Employees shall be eligible for unpaid leave in accordance with the following:

(a) **Maternity Leave:** All Full-Time Employees are eligible for maternity leave. The date of the commencement of the leave shall be mutually agreed upon between the employee and supervisor but in no event shall it be later than the date specified by the physician as to when she should stop working.

Maternity leave will be granted for a period of up to nine (9) months. Upon return from such leave, the employee will be returned to a job in the same or equivalent job classification, as provided in Paragraph (e) below.

(b) **Military Leave:** Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

(c) **Paternity Leave:** A leave of absence for a period not to exceed nine (9) months shall be granted.

(d) **The Barnard College Family Medical Leave Policy**, dated March 2, 1994, shall be incorporated into this contract.

(e) **Other Leaves:** Leaves of absence, without pay, for other reasons will not be unreasonably denied by Barnard College.

(f) In the event of an extended leave without pay, the employee shall notify Barnard College of his or her status by registered mail every four (4) months and failure to do so will result in termination of employment. An employee on leave will give at least two (2) weeks notice to Barnard College before returning and in case a physician's discharge is pending a tentative notice can be given at least two (2) weeks ahead of return and the definite notice will be accepted a minimum of one (1) week prior to return.

(g) Subject to limitation of benefits in Section 16(iii), during the term of this Agreement, one (1) employee shall be entitled to a leave of absence of up to four (4) years to join the staff of the Union. Upon return from a leave of four (4) years or less, such employee shall be returned to a job in his/her former or equivalent job classification. At the end of a leave of more than four (4) years, such employee shall be placed on the recall list in accordance with the Procedures of Section 17, Lay-Offs.

### **SECTION 33 – DISCIPLINE RECORDS**

All warnings, records of disciplinary action of any kind, shall have an active life of twenty-four (24) calendar months dating back to the date of such warnings and/or records of disciplinary action. Thereafter all such documents shall be removed from the employee's personnel file and will not be used in any way against the employee.

An employee may review his or her personnel file once every six (6) months without an appointment and twice a year with an appointment, in accordance with procedures established by the Human Resources Department.

The College will instruct managers to send to the Union a copy of all disciplinary memoranda issued to an employee and any Divisional work policy directives.

### **SECTION 34 – PERSONAL WORK**

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

### **SECTION 35 – SUBCONTRACTING**

Barnard College will make every reasonable effort to use qualified Barnard College personnel, whenever possible, except in an emergency. The College shall give the Union ten (10) days notice of any subcontractors used on campus to substitute for non-emergency work normally and regularly performed by current Barnard College TWU personnel.

### **SECTION 36 – SEXUAL HARASSMENT**

Barnard College is committed to the principle that no employee shall be subject to sexual harassment, which includes unwanted verbal or physical sexual attention. In the case of such harassment, an employee may pursue the grievance procedure in Section 15 of this Agreement.

### **SECTION 37 – REPORTS TO UNION**

Barnard College shall submit to the Union, twice a year, a report on changes in personnel. Said report shall contain hiring date, job classification, salary, name and address, promotions and terminations.

### **SECTION 38 – SANITARY ENVIRONMENT**

Barnard College will provide all bargaining unit employees with an employee locker room and maintain it in good order. Any problem with the locker room will be referred to the Director of Facilities Services for his or her immediate attention.

### **SECTION 39 – HAZARDOUS WORK CONDITIONS**

Employees will not be required to work in conditions detrimental to their health or safety in accordance with State and Federal law. The College and the Union shall establish a Health and Safety Advisory Committee. The Committee shall include three members selected by the Union and three members selected by the College. The Committee shall normally be scheduled to meet at least three times in each year of the contract.

### **SECTION 40 – SUPERSEDING LAWS**

This Agreement shall be superseded by any regulation, ruling or law which is or may be imposed by any governmental authority having jurisdiction in the premises, to the extent that such regulation, ruling or law is in conflict with any of the terms or provisions of this Agreement, which in itself embodies the full terms of the Agreement between Barnard College and the Union.

## **SECTION 41 – EFFECTIVE DATES**

This Agreement supersedes all prior agreements between the parties and shall become effective upon its execution and delivery by Barnard College and the Union, and shall remain effective without change until September 30, 2006, inclusive and from year to year thereafter; provided, however, that should either party desire to terminate this Agreement or modify any portion of any of the terms hereof, it shall notify the other party in writing of its desire, not less than sixty (60) days prior to the end of such period.

(a) If acceptable to both parties negotiations for such proposed renewal of this Agreement, or renewal with changes or amendments thereto as are specified in such written notice, shall begin not later than thirty (30) days prior to the expiration date of such period, i.e., September 30, 2006, and shall continue as necessary until this Agreement has been terminated on ten (10) days' notice as hereinafter provided in Paragraph (b).

(b) During said negotiations, as provided for in Paragraph (a), this Agreement shall remain in full force and effect, except that during such continued negotiations subsequent to the expiration date of such Agreement period, either party on ten (10) days' notice to the other in writing, may terminate this Agreement.

(c) If such negotiations reach a mutually satisfactory conclusion resulting in changes in wages, such changes shall be retroactive to the expiration date of the Agreement period, with respect to which written notice was given, all pursuant to Paragraphs (a) and (b) of this Section.

## **SECTION 42 – NOTICE**

Whenever notice is required or permitted to be given from one of the parties to any other, it shall be deemed to be given if mailed by registered mail, securely enclosed in a sealed wrapper, full postage prepaid and addressed, if for Barnard College, to: Barnard College, Attention of the Director of Human Resources, 3009 Broadway, New York, New York 10027; and if for the Union, to: Transport Workers Union of America, 1700 Broadway, Second Floor, New York, New York 10019; and a copy sent to the President or Vice-President of Local 264 at 3009 Broadway, New York, New York 10027.

## **SECTION 43 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

#### **SECTION 44 – NO STRIKE/NO LOCKOUT**

In view of the mutual acceptance of this Agreement, both parties agree to settle all differences as provided for in Section 15. During the term of this Agreement, Barnard College will not resort to any form of "lockout" and the Union will not call or countenance any form of strike or picketing.

#### **SECTION 45 – NON-DISCRIMINATION**

Neither Barnard College nor the Union shall discriminate against or in favor of any employee because of race, color, sex, sexual orientation, creed, national origin, political belief, marital status, or age or against any person because of Union membership.

#### **SECTION 46 – LABOR-MANAGEMENT COMMITTEE**

A Labor-Management Committee will be formed to address issues of common interest and concern to the College and the Union.

This committee shall, at a minimum, consist of:

College: The Director of Human Resources, the Director of Facilities and/or Security, and another senior administrator appointed by Vice President for Finance and Administration.

Union: Three officers of Local 264, TWU, which may include an official from the TWU International.

The Committee shall meet as needed upon request of either the Union or the College.

Either the College or the Union may request that an outside facilitator assist in resolving issues brought to the Committee. The facilitator must be selected by mutual agreement, and the costs for the facilitator will be borne equally by the College and the Union.

**SECTION 47 – UNION OFFICE**

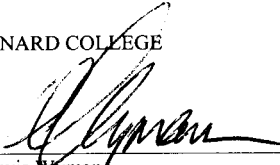
The Union shall maintain an office at Barnard College under such conditions and with such services as agreed to from time to time.

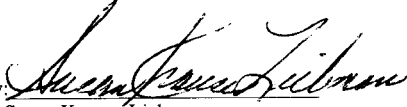
**SECTION 48 – CELLULAR PHONES**

Cellular phones may be used by Security while on duty for personal and work related emergencies (including Local 264 emergencies) or on an employee's own time (breaks and meals). Such calls while on duty are to be brief.

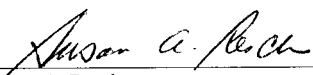
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representatives thereupon duly authorized, as of the day and year first above written.


BARNARD COLLEGE

By:   
\_\_\_\_\_  
Lewis Wyman  
Vice President for Finance and Planning

By:   
\_\_\_\_\_  
Susan Krause-Liebman  
Director of Human Resources

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

By:   
\_\_\_\_\_  
Susan A. Resch  
TWU International Representative

By:   
\_\_\_\_\_  
Orton Reynolds  
President, TWU Local 264

**EXHIBIT A: TABLE OF JOB CLASSIFICATIONS AND HOURLY RATES**

**SAFETY AND SECURITY DIVISION**

Job Classification	Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate	
	10/1/2002	Overtime	10/1/2003	Overtime	2/4/2004	Overtime	10/1/2004	Overtime	10/1/2005	Overtime
Guard - Head	18.54	27.81	19.10	28.65	19.10	28.65	19.67	29.51	20.26	30.39
Guard	17.70	26.55	18.23	27.35	18.23	27.35	18.78	28.17	19.34	29.01
Temporary & Probationary Guard	12.78	19.17	13.16	19.74	14.58	21.87	15.02	22.53	15.47	23.21

**Wage Progression:**

**\* For employees hired on or after February 4, 2004:**

- 3 months at Probationary/Temporary rate (80% of the then current wage rate);
- 9 months at 85% of the then current wage rate;
- Year 2 at 90% of the then current wage rate;
- Year 3 at 95% of the then current wage rate;
- Year 4 - the then current wage rate.

**\* Security Guards who are below the above rates on Feb. 5, 2004 shall be adjusted to the schedule of those hired on or after February 4, 2004.**

<b>Wage Progression: Feb. 4, 2004 to Sept. 30, 2006</b>				
<b>Guard</b>	<b>2/4/2004</b>	<b>10/1/2004</b>	<b>10/1/2005</b>	
<b>Hire Rate =</b>	\$ 14.58	\$ 15.02	\$ 15.47	<b>80.00%</b>
<b>4th Month \$ =</b>	\$ 15.50	\$ 15.96	\$ 16.44	<b>85.00%</b>
<b>2nd Year \$ =</b>	\$ 16.41	\$ 16.90	\$ 17.41	<b>90.00%</b>
<b>3rd Year \$ =</b>	\$ 17.32	\$ 17.84	\$ 18.37	<b>95.00%</b>
<b>4th Year \$ =</b>	\$ 18.23	\$ 18.78	\$ 19.34	<b>100.00%</b>

**EXHIBIT A CONTINUED**

**\* For employees hired on or after March 3, 2000 but prior to February 4, 2004:**

- 3 months at Probationary/Temporary rate;
- 9 months at 80% of the then current wage rate;
- Year 2 at 85% of the then current wage rate;
- Year 3 at 90% of the then current wage rate;
- Year 4 - the then current wage rate.

<b>Wage Progression: Oct. 1, 2002 to Feb. 3, 2004</b>			
<b><u>Guard</u></b>	<b><u>10/1/2002</u></b>	<b><u>10/1/2003</u></b>	
<b>Hire Rate =</b>	\$ 12.78	\$ 13.16	<b>Set Rate</b>
<b>4th Month \$ =</b>	\$ 14.16	\$ 14.58	<b>80.00%</b>
<b>2nd Year \$ =</b>	\$ 15.05	\$ 15.50	<b>85.00%</b>
<b>3rd Year \$ =</b>	\$ 15.93	\$ 16.41	<b>90.00%</b>
<b>4th Year \$ =</b>	\$ 17.70	\$ 18.23	<b>100.00%</b>

However, for Temporary On-Call Guards, the first step in the wage progression occurs at the earlier of 520 hours worked or a minimum of 6 months from the date of hire and 200 hours worked.

**EXHIBIT B: GRIEVANCE (FORM 2)**  
**TWU, LOCAL 264**

Comp. # \_\_\_\_\_

Date \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Job Title: \_\_\_\_\_ Div. \_\_\_\_\_

Section of contract you believe was violated: \_\_\_\_\_

State reason you claim contract or your conditions of employment were violated and describe the incident. Include the date and approximate time incident occurred and names of management employees involved (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List documentation you are attaching which supports your claim (pay stub, doctor's note, or other): \_\_\_\_\_  
\_\_\_\_\_

List witnesses (Name & Dept.): \_\_\_\_\_  
\_\_\_\_\_

Grievant's signature: \_\_\_\_\_

Date and time grievance submitted: \_\_\_\_\_

Action taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of employer's representative: \* \_\_\_\_\_  
\_\_\_\_\_

\*The signing of this form serves as knowledge that the grievance exists but does not necessarily indicate agreement with the content above.

**EXHIBIT C: LETTER OF OCTOBER 1, 1996**

Dated as of October 1, 1996

1. The agenda for the first Labor-Management meeting shall be:
  - a) Introduction
  - b) Elect co-chairs
  - c) Issues:
    - Improvement of supervisor/employee communications and relations
    - Early resolution of grievances
2. The College will provide the computer in the TWU office with Internet access and e-mail, subject to the following:
  - If the area around the office is already wired, the office will be wired within 60 days. If not, then when the area is wired by the College.
  - All official correspondence (grievances, etc.) must be on paper unless otherwise agreed to by the College.
  - All College and University rules governing computer use must be followed.
  - The College can discontinue the computer service if such services are no longer provided to the general College community.
3. The College will install a guard booth at the Main Gate on or before September 30, 1997.
4. The College will remove the existing door from the Union office and construct a new entrance way near the hallway. Air conditioning will be provided to the Union office through the existing air conditioning by the summer of 1997, and will be operational at all times air conditioning is provided to Lehman Hall.
5. The Union will withdraw NLRB Charge #2 CA-29469, with prejudice.
6. Each employee to receive an early signing bonus of \$150, upon ratification.

## **EXHIBIT D: PROCEDURES FOR ATTENDANCE, TARDINESS, SIGN-IN/OUT, AND PROGRESSIVE DISCIPLINE**

The following is information on procedures for Attendance, Tardiness, Sign-In/Out and Progressive Discipline.

### **Attendance**

- The College expects employees to appear for work regularly.
- Sick Leave under the Collective Bargaining Agreement defines an employee's right to be paid a sick leave benefit.
- The College may discipline an employee when the employee's attendance is poor, as determined by the College, as a result of a number of sick leave absences or their pattern.
- The College may make a determination of excessive absenteeism whether or not an employee has exhausted the contractual sick leave benefit.

### **Tardiness**

- Late punch-in of 1 to 6 minutes—pay is not docked.
- At 7 minutes late, pay is docked to the closest 15 minute interval. Facilities and Security differ in their procedures. In *Facilities*, for example, an employee who is 11 minutes late is docked 15 minutes. Likewise, an employee who is 17 minutes late is docked 15 minutes. An employee who is 23 minutes late is docked 30 minutes. In *Security*, however, an employee who is late is docked to the next 15 minute interval. For example, an employee who is 11 minutes late is docked 15 minutes. An employee who is 17 minutes late is docked 30 minutes. An employee who is 36 minutes late is docked 45 minutes.
- The College may discipline an employee who shows a pattern of lateness even when the lateness does not exceed the 6 minute threshold. For example, an employee who demonstrates a pattern of being one or more minutes late may be disciplined.

### **Sign-in/Sign-Out**

- Punch-in time is the start of the shift, at which time the employee must be dressed and prepared to work. An employee may not punch in more than 15 minutes ahead of the shift start time, unless the employee has been called for pre-shift overtime.
- An employee may not punch-out more than 15 minutes after the end of the shift unless the employee has been scheduled for post-shift overtime.
- An employee not scheduled for pre-shift or post-shift overtime who demonstrates a pattern of punching in or out more than 15 minutes early or late, respectively, may be disciplined.

## EXHIBIT D CONTINUED

### **Progressive Discipline**

- Verbal warning
- Written warning
- One-day suspension
- Three-day suspension
- Five-day suspension
- Termination of employment.

However, these steps are not followed by rote. The level of disciplinary action taken will depend on the severity of the conduct as determined by the College.

**EXHIBIT E: DENTAL INSURANCE**

<b>Dental 2002</b>	<b>Dental 2003</b>	<b>Dental 2004</b>	<b>Dental 2005</b>
10/1/02 – 9/30/03	10/1/03 – 9/30/04	10/1/04 – 9/30/05	10/1/05 – 9/30/06
Benchmark Rate (GHI Rate)	Barnard College Pays Increases up to 7%	Barnard College Pays Increases up to 7%	Barnard College Pays Increases up to 7%
Individual \$10.02	\$10.72	\$11.47	\$12.27
Family \$38.28	\$40.96	\$43.83	\$46.90

## LETTER OF AGREEMENT #1

This Letter of Agreement sets forth terms agreed to by the parties during the contract negotiations resulting in the contract from October 1, 1999 through September 30, 2002.

1. The College will repair the Plimpton Hall Guard Booth. A ventilation window will be installed in the Plimpton Hall and Elliot Hall Guard Booths, unless it is determined that such alteration is not permitted under New York City laws, rules, or regulations.
2. Barnard will pay the costs of a one-day grievance workshop to be run by an outside facilitator/trainer who will be selected jointly by Barnard, the TWU President and up to five additional representatives will be given release time to join with an equal number of Barnard management employees for this workshop, to be completed within the first year of the contract.
3. The College agrees to the Grievance Form as presented by the Union (Exhibit B).
4. Barnard will renovate the lounge/locker room as follows: (a) repair counter/cabinets in lounge; (b) retain cook top in lounge; (c) repair floor and ceiling tiles as needed; (d) paint lounge and locker room.

In addition, the College will provide the following up to a limit of \$4,500:  
(a) repair or replace furniture as needed and (b) new refrigerators (two small units) and microwave.

The College will consult with the Union regarding renovations. Work is to be completed on or before July 1, 2000. Refrigerators and microwaves to be purchased within ninety (90) days of signing the contract.

5. The parties agree to form a committee within ninety (90) days of ratification to draft a policy for the Assignment and Distribution of overtime in the Safety and Security Division and the Facilities Services Division.

The Committee shall seek to establish a policy within sixty (60) days of the first committee meeting, or such longer period as the parties may agree.

During the sixty (60) day period (or any mutually agreed extensions), or if no agreement is reached, the current practice covering the assignment and distribution of overtime shall remain unchanged

6. Every six (6) months the appropriate representatives from Management and the Union will meet to review all of the following occurrences in the prior six (6) month period: (a) employee had overtime cancelled with 24 hours of the assignment and (b) overstaffing has occurred as a result of a TWU and/or employee scheduling error.

The intent of such review is to minimize the occurrence of the above circumstances.

7. The attached letter (Exhibit D) regarding procedures for attendance, tardiness, sign in/out, and progressive discipline will be discussed by a subcommittee of the Labor/Management Committee, with three (3) representatives to be selected by the Union and three (3) by the College. Any issues not resolved by the subcommittee will be referred to the Labor/Management Committee. The first meeting of the subcommittee will be held by June 2000.

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