

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

AND

**INTERNATIONAL UNION, UAW,
AND ITS LOCAL UNION,
COLUMBIA POSTDOCTORAL WORKERS-UAW LOCAL 4100**

July 1, 2023 – June 30, 2026

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ARTICLE 1 RECOGNITION

Columbia University (hereinafter referred to as “the University”) recognizes the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (“UAW”), and its Local Union, Columbia Postdoctoral Workers-UAW Local 4100 (hereinafter referred to, collectively, as “the Union”), as the exclusive bargaining representative for Employees in the bargaining unit certified by the National Labor Relations Board in Case 02-RC-225405.

The bargaining unit shall accordingly be defined as follows:

Included: Individuals appointed to the following titles, as defined in the current Faculty Handbook, at all of the University’s facilities: Postdoctoral Research Scientists, Postdoctoral Research Scholars, Postdoctoral Research Fellows, Associate Research Scientists, and Associate Research Scholars, (hereinafter referred to, collectively, as “Employees”).

Excluded: All other employees, including Postdoctoral Clinical Fellows and Postdoctoral Residency Fellows, faculty, guards and supervisors as defined in the National Labor Relations Act.

The parties acknowledge that the University appoints individuals to the Postdoctoral Research Fellow title who receive all of their stipend or salary directly from an external agency. The parties agree to establish a committee to determine the extent to which the parties can engage in collective bargaining with respect to these individuals’ terms and conditions of employment. The first meeting will take place no later than ninety (90) days following ratification of the collective bargaining agreement. This provision shall not be construed to discontinue offering access to University employment benefits or supplemental compensation for such individuals.

ARTICLE 2 APPOINTMENTS

Section 1: It is within the University’s sole discretion to appoint, reappoint or not reappoint Postdoctoral Scientists/Scholars, Postdoctoral Research Fellows, and Associate Research Scientists/Scholars and to determine the duration of such appointments.

Section 2: Appointments and reappointments are for one (1) year, unless the University determines that circumstances require otherwise.

Section 3: The appointed positions covered by this Agreement are:

- A. *Associate Research Scientists/Scholars*, as defined in the current Faculty Handbook, may be appointed for a term up to twelve (12) months, which is renewable. A longer period of appointment may be offered by the University. If an associate research scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (3) months prior to the end of the appointment term, where possible.

- B. *Postdoctoral Research Scientists/Scholars*, as defined in the current Faculty Handbook, may be appointed for a term up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. The total duration of an individual's postdoctoral service may not exceed five years, including postdoctoral service at other institutions. If a postdoctoral research scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (3) months prior to the end of the appointment term, where possible.
- C. *Postdoctoral Research Fellows*, as defined in the current Faculty Handbook, may be appointed for a term of up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three (3) years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. In contrast to postdoctoral research scientists and scholars, who are paid a salary, these officers usually receive fellowship stipends. **As a general rule, Postdoctoral Research Fellows receive a fellowship or training grant stipend rather than a salary. This is not subject to withholding. To qualify as a stipend, the funds must come from an external agency that has explicitly designated the payment as a stipend. It is important to clearly distinguish stipends from salary and not use the terms interchangeably since they refer to different sources of funding, and are governed by distinct IRS regulations. Postdoctoral Research Scientists and Scholars and Associate Research Scientists are compensated for their services with a salary that is subject to withholding for taxes, FICA, and Medicare. For Employees transitioning from the title of Postdoctoral Research Scientist/Scholar to the Postdoctoral Research Fellow title, see Article 5, Section 7, regarding changes in employment status and benefits eligibility.**

Section 4: The University will provide Employees with a letter of appointment. The University shall make reasonable efforts to provide an initial letter of appointment at least sixty (60) days in advance of the start date. All letters of appointment or reappointment shall be provided no later than the start date of the appointment **or reappointment**.

Section 5: An appointment letter shall include: 1) appointment title, 2) beginning and end dates of the appointment, and a statement that the position is renewable (if applicable) 3) salary and/or stipend, 4) name of the anticipated supervisor, 5) department or academic/research unit, 6) contact information for departmental administrator, 7) anticipated work location, 8) brief summary of anticipated responsibilities, 9) notice that the appointment is covered by this agreement, with a URL for the agreement **and a URL for Union office contact**, and 10) URL for benefit information, **11) URL for EOAA, 12) URL for the Office of Postdoctoral Affairs (OPA) and a URL for Columbia Research IDP information, 13) URL for the International Students & Scholars Office (ISSO).**

Section 6: The University will make best efforts that all administrative paperwork for appointments and reappointments is completed on time such that Employees do not experience delayed paychecks or benefit coverage.

**ARTICLE 3
BENEFITS**

Employees shall be entitled to health care and other benefits as per the University policies for Officers of Research and as required by law. The University reserves the right to modify benefits after notice to the Union, provided that such benefits are substantially equivalent to those provided to other similarly situated employees.

**ARTICLE 4
CHILDCARE**

The University shall provide an annual childcare lump sum payment to eligible Postdoctoral Research Fellows equivalent to that provided to Postdoctoral Research Scientist/Scholars.

**ARTICLE 5
COMPENSATION**

Section 1: The University retains the sole discretion in determining the appropriate compensation for Employees.

Section 2: Nothing shall preclude the University from providing compensation at rates above those required in this Article. Such rates may be provided on appointment, reappointment, anniversary date, and/or as a merit increase.

Section 3: **Effective upon the ratification of this Agreement, current Employees will receive a salary rate increase set below in Section 8(a) or Section 8(b). Employees hired on or after ratification are subject to the rates in Section 8(c).**

Effective July 1, 2024, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than three percent (3%).

Effective July 1, 2025, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than three percent (3%).

Section 4: The provisions of this Article shall not apply to any Employee appointed on a grant that restricts that employee’s remuneration to only the pay received from the grant.

Section 5: When the requirements of the sponsoring agency exceed the terms of this Article, the requirements of the sponsoring agency shall control all salary/stipend adjustments.

Section 6: If the University provides a supplement to a Fellow such that the Fellow’s total salary exceeds the minimums below, continuance or discontinuance of the supplement is at the sole discretion of the University, unless the supplement is necessary to meet the salary requirements of this article.

Section 7. If a Postdoctoral Research Scientist/Scholar with the prior approval of their Department Chair, Director, and/or Dean, seeks and is awarded an extramural grant resulting in a change of title to Postdoctoral Research Fellow, the University shall provide a supplement such that the total compensation paid to the Fellow is at least equal to the Fellow’s compensation rate prior to the award. **Prior to applying for or accepting an extramural grant, the Postdoctoral Research Scholar/Scientist may request a meeting with their Principal Investigator and Human Resources to discuss the changes in their employment status and benefits eligibility resulting from the extramural grant’s stipulations.**

In the event that a benefits-eligible Postdoctoral Research Scholar/Scientist accepts a position as a Postdoctoral Research Fellow and has satisfied the two-year waiting period for the University’s retirement contributions, the University shall provide a one-time lump sum payment in the amount of \$3,500 for each twelve (12) month period they remain in the title of Postdoctoral Research Fellow. The intention of this payment is to support the Postdoctoral Research Fellow’s long-term financial planning. Postdoctoral Research Fellows shall be solely responsible for any tax implications, and the University makes no representations regarding tax obligations or consequences that may arise from this payment.

Section 8: Compensation shall not be reduced solely as a result of this Agreement.

(a) Effective upon the ratification of this Agreement, Postdoctoral Research Scholars/Scientists and Fellows employed by Columbia University on the date of ratification, will receive a one-time ratification salary adjustment based on their completed years of service at Columbia University to the following minimum compensation or a salary rate increase of no less than three percent (3%), whichever is greater.

Years of Service (as of ratification)	Minimum Compensation (2023-2024)
0 (0-11 months)	\$70,000
1 (12-23 months)	\$71,000
2 (24-35 months)	\$72,000
3 (36-47 months)	\$73,000
4 (48-60 months)	\$74,000

Following this one-time adjustment, upon reappointment or anniversary date, current Employees will receive a salary rate increase as provided for in Article 5, Section 3.

(b) Effective upon the ratification of this Agreement, Associate Research Scientists/Scholars employed by Columbia University on the date of ratification, will receive a one-time ratification salary adjustment based on their completed years of service at Columbia

University to the following minimum compensation or a salary rate increase of no less than three percent (3%), whichever is greater.

Years of Service (as of ratification)	Minimum Compensation (2023-2024)
0 (0-11 months)	\$77,000
1 (12-23 months)	\$78,000
2 (24 months or more)	\$79,000

Following this one-time adjustment, upon reappointment or anniversary date, current Employees will receive a salary rate increase as provided for in Article 5, Section 3.

(c) The minimum annual compensation for the below classifications for those employees hired on or after ratification, shall be as follows:

Associate Research Scientist/Scholar

Year	Minimum Salary
Hired on or after ratification	\$77,000
July 1, 2024	\$78,155
July 1, 2025	\$79,327

Postdoctoral Research Scientist/Scholar

Year	Minimum Salary
Hired on or after ratification	\$70,000
July 1, 2024	\$71,050
July 1, 2025	\$72,116

Postdoctoral Research Fellow

Year	Minimum Salary
Hired on or after ratification	\$70,000
July 1, 2024	\$71,050
July 1, 2025	\$72,116

Section 9: Effective upon ratification, each current Employee on the payroll on that date, shall receive a one-time lump sum payment of \$1,200 subject to applicable taxes and withholdings.

ARTICLE 6 COPYRIGHT AND INTELLECTUAL PROPERTY

Section 1: Employees are governed by, subject to, and have rights as outlined in the University's Copyright and Intellectual Property policies, as may be amended from time to time. Complaints regarding intellectual property shall be processed solely in accordance with University policies and related procedures, which may be amended from time to time by the University.

Section 2: In accordance with University policy, an Employee may act as a principal investigator for external funding proposals and applications, provided that they have received prior approval from their responsible faculty member, departmental dean, and University Sponsored Projects.

Section 3: The University shall not engage in any form of retaliation against an Employee who engages in a good faith effort to assert rights or otherwise participates under the University's Copyright and Intellectual Property policies.

Section 4: The University will convene a meeting, and meet as needed, with Columbia Tech Ventures and/or other appropriate University representatives and representatives from the Union to discuss and answer questions and bring suggestions about the University's Copyright and Intellectual Property policy. The initial meeting will occur within 90 days of the date of ratification.

ARTICLE 7 DISCHARGE AND DISCIPLINE

Section 1: The University shall have the right to discipline and discharge any Employee for just cause.

Section 2: The University will notify the Union and the Employee in writing within forty-eight (48) hours of any suspension or discharge with the reasons for the discipline. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the University within ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in Article 9 [Grievance and Arbitration]; however, commencing at Step 3 (final pre-arbitration step) of the grievance procedure.

Section 3: Copies of all written warnings are to be sent to the Employee and the Union with a copy to the Steward. **When requested by the Employee, the University will provide to the Union a copy of the Employee's performance review, if available.**

Section 4: In cases of discharge, except those involving alleged misconduct (including but not limited to violence, discrimination, harassment, theft, destruction of University property, fraud), the Union will be notified and where possible, the parties will first meet with the Employee and conduct an investigatory interview before final discharge from employment.

Section 5: In cases of discharge where an international employee's current visa status may be affected, the Union and the University will use best efforts to expedite the grievance and arbitration process.

ARTICLE 8 EMPLOYMENT FILES

Section 1: "Employment file" shall be defined as documents maintained by the University, including but not limited to letters of appointment or reappointment to a position covered under this agreement, revision or termination of such appointment, related work evaluations, and any disciplinary action related to such appointment.

Section 2: Documents related to filed union grievances will not be part of the employment file.

Section 3: Upon request to their departmental administrators, Employees shall be granted access to their University employment file within ten (10) business days.

Section 4: Employees shall have the right to review and have a copy made of material in their employment file.

Section 5: Employees may not remove any documents or items from the employment file.

Section 6: If an Employee disagrees with any information that is contained in the employment file, the employee may submit a written statement commenting upon the information. Such statement shall be maintained as part of the employment file.

Section 7: Employment files contain records that are necessary and relevant for University business and are the sole property of the University. The files are kept confidential and are used only for University business, by staff themselves, and when required by a lawful subpoena or by court order that has been properly served by one having the authority to do so. The University will notify the Employee of such a request when it is received.

ARTICLE 9 GRIEVANCE AND ARBITRATION

An Employee covered by this agreement, the Union, or the University may file a grievance in accordance with the procedure outlined in this Article.

A grievance is a claim by an individual Employee, the Union, or the University that this Agreement has been violated. No more than one grievance shall be processed with respect to the facts of any one such claim. Except as otherwise provided in this Agreement, the grievance procedure outlined in this Article, shall be the sole, exclusive process for resolving all grievances.

The parties will make every effort to resolve all disputes before they become formal grievances.

Section 1. Step One: Initial Informal Discussion

- A. The University and the Union agree that Employees are encouraged to engage in informal discussions as soon as practicable with their immediate supervisor (e.g., faculty member, administrator, or Principal Investigator as the case may be, etc.) or Department Chair to resolve issues before filing a formal grievance. The Employee may include a Union representative in such discussions if they so choose. If the dispute is not mutually resolved, whether or not a discussion is held, the grievance may be presented in writing to the University as set forth in Step Two.
- B. Mutual resolution of the complaint at the First Step shall be final but shall not be precedential nor inconsistent with this Agreement.

Section 2. Step Two:

- A. If the grievance is not resolved at Step One, the grievance shall be presented in writing and state pertinent facts of the claim as clearly and concisely as possible, including the term(s) of this Agreement that have been violated, the persons involved, the date(s), and the specific nature of the relief requested. The written grievance shall be signed by an authorized representative of the Union and filed with the Dean of the appropriate school or their designee, with a copy to the appropriate Department Chair and the Head of Labor Relations. Unless otherwise mutually agreed, the grievance shall be filed within thirty (30) calendar days after the Union or Employee became aware or should have been aware of the event(s) giving rise to the grievance.
- B. Within ten (10) calendar days of the filing of the grievance at Step Two, the Dean of the appropriate school or designee may conduct a meeting with the grievant and a representative of the Union in an effort to resolve the grievance.
- C. The University shall notify the Union representative of its response in writing within ten (10) calendar days after the meeting is held or after the filing of the grievance at Step Two if no meeting is held, whichever is sooner.
- D. If parties to the grievance are involved in any step listed above, the Union shall have the right to file with an alternate administrator who is not a party to the grievance as designated by the University.

Section 3. Step Three:

- A. In the event the response to the grievance in Step Two is unsatisfactory, the grievant or the Union may appeal to the Head of Labor Relations of the University, or their designee, within ten (10) calendar days of the Step Two response. Within ten (10) calendar days of the receipt of the written appeal, the Head of Labor Relations or their designee shall conduct a meeting with the grievant and the Union representative in an effort to resolve the grievance.

- B. The Head of Labor Relations or their designee shall provide the Union with a written response within ten (10) calendar days of the meeting.
- C. The University may present a grievance initially at Step Three by notice in writing addressed to the Union at its offices. The Union shall respond in writing to the University's grievance within ten (10) calendar days.

Section 4: Arbitration

- A. In the event the parties are unable to resolve grievances in the above procedure, the grievance may be appealed by the Union or University within thirty (30) calendar days after completion of Step Three to an impartial arbitrator for resolution, with copy to the other party. No individual Employee may appeal the denial of a grievance to arbitration.
- B. Selection of the Arbitrator: Grievances appealed to arbitration shall be heard by one of the following arbitrators who will serve on a rotating basis in the following order: **Ralph S. Berger, Sheila Cole, Stuart Bauchner.**
- C. Where possible, arbitration hearings shall be scheduled within sixty (60) calendar days of the appeal to arbitration.
- D. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.
- E. The decision of the arbitrator shall be final, conclusive and binding upon the University, the Union and the Employee. The arbitrator shall have authority to interpret the terms of this Agreement and may not add to, subtract from, or modify the terms of this Agreement or to impact the employment terms of non-bargaining unit members.
- F. In deference to the University's Management Rights, no action taken by the University pursuant to its Management Rights shall be subject to the grievance or arbitration procedure unless the action violates an express provision of this Agreement.
- G. The expenses and fees of the arbitration shall be shared equally by the Union and the University.

Section 5: Timelines

- A. Should the University fail to respond within time limitations herein, the grievant and/or Union shall have the right to proceed to the next step.

- B. Failure to abide by the time limitations herein shall preclude any subsequent filing or processing of the grievance and shall constitute an abandonment of the issue giving rise to the grievance.
- C. The parties may agree in writing to extend the timelines at any step of the grievance procedure.
- D. The parties may agree to consolidate multiple grievances into one arbitration hearing.

ARTICLE 10 HEALTH AND SAFETY

Section 1: The University, the Union and employees covered by the collective bargaining agreement are committed to maintaining a safe and healthy work environment.

Section 2: In order to maintain a safe and healthy work environment, the University and its employees will comply with all applicable local, state and federal laws pertaining to health and safety, including Occupational Safety and Health Act (“OSHA”) regulations and the University’s health and safety policies, procedures and training requirements. No Employee shall be subjected to retaliation for reporting or inquiring about a health and safety concern.

Section 3: First aid equipment will be provided in appropriate locations. The University shall provide first aid information and training in workplaces that involve the use of or exposure to hazardous materials.

Section 4: Consistent with University procedures, the University will provide advance notice to affected Employees for asbestos removal project(s) in their immediate work area.

Section 5: In accordance with OSHA guidelines, an Employee will not be required to work in conditions which pose an immediate danger to their health and safety. If an Employee is aware of an unsafe working condition, the Employee should report the unsafe condition to their supervisor and/or the University’s Office of Environmental, Health and Safety for evaluation and appropriate follow-up.

Section 6: The University shall provide Personal Protective Equipment (PPE) deemed necessary by OSHA or any local, state or federal regulations for safely carrying out assigned duties.

Section 7: The University will make reasonable efforts to address ergonomic issues and questions which arise in the workplace.

Section 8: Employees will communicate with the University’s Office of Environmental Health and Safety and meet as needed, in order to share information and provide helpful suggestions to best support a safe and healthy work environment.

Section 9: A joint advisory Health and Safety Committee will be established. In the first year, the Health and Safety Committee will meet at least three (3) times and thereafter will establish a

mutually agreed meeting schedule. Its function will be to provide feedback and recommendations to the University in relation to health and safety issues. The Union may designate up to three (3) representatives to the Health and Safety Committee. Members will be allowed reasonable time to participate in such meetings without loss of pay, so long as participation does not unreasonably interfere with the performance of their regular job duties.

ARTICLE 11 HOLIDAYS

Section 1: Employees shall be entitled to paid holidays as per the University holiday schedule within each calendar year as follows:

New Year's Day

Dr. Martin Luther King Jr.'s Birthday

Memorial Day

Juneteenth

Independence Day

Labor Day

Election Day

Thanksgiving

Day after Thanksgiving

Christmas Day

Two (2) days selected by the University during the Christmas/New Year Season

Section 2: Personal Days

In addition to the above holidays, Employees shall be entitled to three (3) personal days.

Personal days may be used to observe religious holidays or for any other purpose. Personal days must be used within twelve (12) months of being earned.

Employees who are required to work on a University holiday shall receive an alternate day off approved in advance by their supervisor.

ARTICLE 12 INTERNATIONAL EMPLOYEES

Section 1: As a leader in higher education, Columbia University is committed to attracting the best minds from around the world to support its mission of distinguished research and academics. Columbia's International Students and Scholar's Office (ISSO) provides support and advice on visa issues as they relate to the employment relationship with the University. The University does not provide legal advice to Employees, but ISSO can help refer Employees to attorneys if the Employee is in need of immigration advice unrelated to the employment relationship with the University.

Section 2: In cases where an Employee is unable to return to the United States as a result of the Employee's immigration status, and for reasons outside of the Employee's reasonable control (e.g., administrative processing), the University shall make reasonable efforts to arrange for the Employee to continue to perform their duties remotely while outside the U.S., subject to legal restrictions. **Where possible, the University will notify the Union.** Any determination made under this section is not grievable.

Section 3: If the University is not able to lawfully employ or continue to employ an Employee as a result of the Employee's immigration status, the University shall hold the position open for sixty (60) days in order for the employee to obtain work authorization or immigration status that permits them to work as an Employee. If lawful status is obtained thereafter, reemployment shall depend on several factors, including, but not limited to, availability of lab space and research funding. Any determination made under this section is not grievable.

Section 4: Employees shall have the right to reasonable time off without loss of pay in order to attend visa and immigration proceedings for themselves or their spouse or children. Employees shall make such requests with as much advance notice possible and, if requested, provide supporting documentation to the University. Requests shall not be unreasonably denied.

Section 5: If an Employee who possesses the requisite visa documentation and work authorization to lawfully enter the United States is barred entry through no fault of their own, the University and the Union will use best efforts to assist the Employee where possible.

Section 6: The University will make best efforts to timely complete work authorization documentation for which the University is responsible, so that Employees do not experience delayed start dates, paychecks or benefit coverage.

Section 7: **Upon the Union's Request, the Union and University will meet up to three (3) times in the calendar year to discuss issues arising from International Postdoctoral employment, immigration status, and visas. The parties may add additional meetings by mutual agreement.**

Section 8: **The University will make best efforts to timely process visa paperwork for which the University is responsible. Employees may contact the International Students & Scholars Office (ISSO) for questions concerning visa processing. The Union may raise concerns regarding timely processing to Labor Relations.**

Section 9: **Upon an Employee's request, ISSO and/or the corresponding Human Resources office will meet with the Employee to discuss their visa status and arrangement.**

Section 10: **For entry visa stamp renewals, Employees as defined by this Agreement, may request reimbursement for necessary administrative fees and pre-approved travel expenses.**

The University reserves the right to request documentation to evaluate the reimbursement request. The decisions of the University regarding reimbursement requests, including eligibility for and amount of reimbursement, are final and not grievable.

The total reimbursement amount per request shall not exceed \$1,250. Employees remain solely responsible for all expenses exceeding the reimbursement amount or expenses that are not directly connected to entry visa stamp renewals.

**ARTICLE 13
JOB POSTING**

Section 1: In accordance with University policy, the University will continue to utilize an applicant tracking system for posting employee positions, consistent with current practice.

**ARTICLE 14
JOINT UNION-MANAGEMENT COMMITTEE**

A joint Union-Management Committee (“Committee”) shall be formed to discuss the administration of this Agreement and other related matters. This Committee shall not discuss active grievances. This Committee will consist of up to five (5) members on each side. Meetings will be held on a quarterly basis at mutually agreed upon times. By mutual agreement, the parties can schedule an additional meeting or cancel a meeting. Agendas shall be mutually agreed upon at least five (5) business days prior to the meeting. The parties will designate their own representatives to the Committee.

**ARTICLE 15
LEAVES OF ABSENCE**

Section 1: Employees shall be entitled to leaves of absence as per the University policies for Officers of Research outlined in the current Faculty Handbook, as required by law, and according to this Agreement. The University reserves the right to modify leave policies after notice to the Union, provided that such leave policies are substantially equivalent to those provided to other similarly situated employees.

All leaves of absence must be approved by the University. Employees are expected to request leaves of absence as far in advance as possible of the anticipated leave of absence, so that their Principal Investigator and Chair, Director, Dean, or Vice President can make appropriate plans. Such requests shall not be unreasonably denied.

A leave is generally granted with the expectation that the Employee will return to full-time service at the conclusion of the leave to complete a total of one (1) year of service from the start of the appointment. No Employee is guaranteed an appointment beyond the stated term of service as a result of taking a leave, with the exception of Employees who have been granted medical leaves, parental/child care leaves, personal leaves to care for an ill family member, or military leaves. The appointment of those Employees is continued at least to the end of the period of the leave, if it is longer than the stated term of service.

Section 2: Medical Leave:

Full-time Employees suffering from a disabling illness or injury shall be eligible for a paid leave of absence for medical reasons upon submission of the appropriate documentation completed by a physician. A medical leave under this subsection shall run concurrently with FMLA Leave.

Section 3: Birth Parent, Parental and Child Care Leave:

A. Birth Parent Leave: A full-time Employee who is pregnant is entitled to a medical leave of absence, according to the policies described above, for the period surrounding the birth of their child during which their doctor certifies that they are unable to work (typically six (6)-eight (8) weeks postpartum).

B. Paid Parental Leave:

- a. Effective January 1, 2021, full-time Employees who have worked at Columbia University for a minimum of one (1) year and who become a parent of a newborn child or adopt (or foster) a child under the age of six (6) during the term of their appointment may be granted up to six (6) weeks of paid parental leave at full salary, unless such leave is explicitly restricted by an external source of funding for the Employee's compensation. The six (6) weeks of paid parental leave at full salary will run concurrently with, not in addition to, New York State Paid Family Leave. An Employee cannot be paid more than 100% of their salary.
- b. To qualify for a leave, the Employee must assume significant and sustained responsibility for the care of the child and is expected to be the caregiver at least half-time during normal working hours throughout the period of the leave. This leave may be taken any time within the first twelve (12) months of the birth, adoption or foster placement of the child. The original source of the funding for the Employee's compensation will continue to be responsible for covering the compensation during the time of the leave.
- c. After the period of parental leave at full salary, the Employee may take further leave as granted under Federal and New York State Laws, including the Family Medical Leave Act and the New York State Paid Family Leave Law, and/or University policies.

C. New York State Paid Family Leave: The University shall comply with the New York State Paid Family Leave Law ("NYSPFL"). Under current NYSPFL, full-time Employees who have worked at least twenty-six (26) consecutive weeks are eligible for partial paid leave (up to ten (10) weeks in 2020 at 60% of the average weekly wage, up to the maximum benefit) to bond with their child during the first twelve months after the child's birth, adoption or foster care placement.

- D. Child Care Leave: Full-time Employees may request an extended leave without pay or with partial pay to care for a newborn or adopted child if they are the primary caregiver. If the Employee does not perform any responsibilities during the leave, it is without salary. With the approval of the Principal Investigator, Department Chair or Director, Dean or Vice President, Human Resources and the Provost, the Employee may alternatively continue to perform a portion of their normal responsibilities on a leave with partial salary.
- E. The total period of birth parent leave (if applicable), parental leave, and child care leave may not exceed twelve (12) months.
- F. All leaves under this section count as use of time for which an Employee is eligible under FMLA and NYSPFL. FMLA and NYSPFL will run concurrently for any Employee who is eligible for both.

Section 4: Other Leaves:

New York City Earned Sick and Safe Time Act: The University shall comply with the New York City Earned Sick and Safe Time Act.

Family Medical Leave Act: Full-time and part-time Employees, who meet the eligibility requirements of the Family Medical Leave Act (“FMLA”), will be entitled to up to twelve (12) weeks of unpaid leave for: (1) the birth or adoption, or foster placement of a child; (2) to care for a serious condition of a spouse, child or parent; or (3) for the Employee’s own serious health condition.

Military Leave: Employees will be granted military leave in accordance with applicable laws and University policy.

Jury Duty: Employees will be granted jury duty leave in accordance with applicable laws and the University policy. The receipt of a notice to report for jury duty must be reported immediately to the supervisor.

Bereavement Leave: Employees will be granted up to three (3) days of paid leave in the event of a death in their immediate family or member of the household of the Employee. A longer paid absence may be appropriate in circumstances of logistical difficulty or religious observance if approved by the supervisor. Such a request will not be unreasonably denied. Immediate family includes husband and wife, son and daughter (including stepchildren), grandchildren, son and daughter-in-law, parents (including stepparents), grandparents, father and mother-in-law, brother and sister (including stepbrother and stepsister) and brother and sister-in-law; and household includes individuals regularly sharing the Employee’s residence.

Personal Leave: Employees will be granted an unpaid personal leave of absence in accordance to the University’s established personal leave policies.

Section 5: Postdoctoral Research Fellows: In the event that a Postdoctoral Research Fellow’s source of external funding specifies leave provisions that differ from those stated above, the leave

provisions of the funding source shall apply. The external source of funding will continue to be responsible for covering compensation during the leave. Notifications and approval requirements of the University and of the external funding agency must be followed.

ARTICLE 16 MANAGEMENT RIGHTS

Section 1: Except as otherwise provided in an express provision in this Agreement, the University retains the exclusive right to direct, control, manage and schedule its operations, and to make all decisions affecting the University consistent with its educational and research mission (“Management Rights”).

Section 2: Management Rights include, but are not limited to, the right to:

- (a) Establish, plan, direct and control the University’s organizational structure, missions, programs, objectives, services, resources and priorities;
- (b) Establish and administer procedures, policies and rules to direct and control University operations, including the subcontracting of all or any portion of any operations;
- (c) Alter, extend or discontinue existing equipment, facilities, and location of operations;
- (d) Recruit, hire, appoint, assign, schedule, transfer, train, supervise, evaluate or promote employees;
- (e) Determine or modify the number, qualifications, scheduling, responsibilities and assignments of employees;
- (f) Establish, maintain, modify and enforce standards of performance, conduct, order and safety, and as well disciplinary policies that address violations of these standards, consistent with Article 7 [Discharge and Discipline];
- (g) Determine the content of evaluations, and the processes and criteria by which employees’ performance is evaluated;
- (h) Establish and require employees to observe University rules and regulations;
- (i) Establish or modify the holidays and holiday scheduling;
- (j) Assign work locations;
- (k) Schedule hours of work;
- (l) Decide matters related to research methodology and materials;
- (m) Decide matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination;
- (n) Decide whether to create, eliminate, combine, or modify research programs;

Section 3: The exercise or non-exercise of rights shall not constitute a waiver of any such rights by the University.

ARTICLE 17 NO STRIKE/NO LOCKOUT

Section 1: Each of the parties acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Union, its officers and representatives at all levels, and all Employees, are bound to observe the provisions of this Agreement. The University, and its representatives at all levels, are bound to observe the provisions of this Agreement.

Section 2: During the life of this Agreement, the Union will not cause, or cause the Employees represented by it to cause, nor will any such Employee take part in any strike, slowdown, work stoppage, or any other concerted interference with the University's work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity and no Employee shall participate in any such activity.

Section 3: Should any Employee or Employees take part in any strike or other activities contrary to the terms of this provision, the University shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the Employee or Employees concerned immediately returned to work in the case of a strike or to cease any other activity prohibited by this Article:

- a. publicly disavow such action by the Employees;
- b. advise the University in writing that such action by Employees has not been called or sanctioned by the Union;
- c. notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately;

Section 4: The University agrees there shall be no lockout of any kind during the life of this Agreement.

Section 5: Any Employee or Employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the University's work in violation of this Agreement, will be subject to disciplinary action up to and including discharge.

ARTICLE 18 NON-DISCRIMINATION

Section 1: Preamble. Columbia University is committed to providing a learning, living, and working environment free from unlawful discrimination and harassment and to fostering a nurturing and vibrant community founded upon the fundamental dignity and worth of all of its members. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment.

Section 2: Prohibition of Discrimination and Harassment. In accordance with applicable laws, it is the policy of the University not to tolerate unlawful discrimination or harassment in any form and to provide those who feel that they are victims of discrimination with mechanisms for seeking redress. Columbia University prohibits any form of discrimination and harassment against any person on the basis of race, color, religion, sex, gender, gender identity, pregnancy, age, national origin, disability, sexual orientation, marital status, status as a victim of domestic violence, citizenship or immigration status, creed, genetic predisposition or carrier status, unemployment status, partnership status, military status, or any other applicable legally protected status. This principle of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

Neither the University nor the Union shall unlawfully discriminate against or in favor of any employee because of membership in the Union and/or activities on behalf of the Union as protected by the National Labor Relations Act.

Section 3: Prohibited Conduct. Columbia University’s Employee Policy and Procedures on Discrimination, Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking, which defines prohibited conduct, can be found on the University’s Equal Opportunity Affirmative Action office website page at https://eoaa.columbia.edu/sites/default/files/content/docs/EOAA_Policy_01_29_2020.pdf. The University annually reviews its policies in consideration of new guidance or regulations, and experience. Representatives of the bargaining unit may meet with appropriate University officials during such review.

Section 4: Complaints. Complaints alleging conduct that violates the University’s Equal Opportunity and Affirmative Action policy and/or this Article will be processed through the University’s EOAA procedures. The University encourages those who believe that they have experienced discrimination, harassment or other prohibited conduct to bring their concerns to the University’s attention immediately. The University does not limit the time for submitting a complaint of prohibited conduct, but strongly urges the immediate reporting of complaints or concerns. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of discrimination and/or harassment. The University’s ability to investigate and respond effectively may be reduced with the passage of time.

The University is committed to making best efforts to ensure that complaints are resolved as expediently and efficiently as possible and will devote the resources needed to achieve this commitment. To that end, complaints will be reviewed immediately by EOAA to determine whether Title IX applies. Employees are entitled to union representation during any investigative process and will be so advised in writing by EOAA.

- A. If EOAA determines that Title IX applies, the Employee, the Union and the University will be notified of that determination within five (5) business days of the filing of the complaint. If there is disagreement as to whether the complaint triggers the Title IX process, the Employee or the Union will promptly notify the University. The University will present the issue for decision to an expert in the field who has been mutually agreed upon by the Union and the University in advance; the decision, which will be final, will be

presented to the Employee, the Union and the University within ten (10) business days of the notice. For complaints that involve Title IX, the Union may proceed to arbitration only after the EOAA process is complete, including exhaustion of the EOAA appeal process.

- B. For complaints that do not involve Title IX, the Union may proceed to arbitration under Article 9 [Grievance and Arbitration] if the matter is not resolved by EOAA within seventy-five (75) days of its receipt. As complaints often require extensive review and vary in complexity, the Union shall not unreasonably deny requests by the University to extend the seventy-five (75) day period. The following factors will be relevant to the reasonableness of such a request: the nature and duration of the conduct complained of; the number of complainants; the number of potential witnesses identified by the complainant and respondent; the availability and location of witnesses, including the complainant and respondent; the extent and availability of documents (including emails and text messages) that must be reviewed.
- C. Once an investigation is commenced and until a written finding is rendered, the Union or the University may request a status report after sixty (60) days and every thirty (30) days thereafter. This report will include an estimate of the additional time required to complete the process.
- D. Where appropriate, EOAA will implement interim measures as provided for in the University's Employee Policy and Procedures on Discrimination, Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking. The University shall have discretion regarding the specific measures. In the event the Union believes that the interim measures provided are insufficient, it may appeal directly to the Provost or a University official designated by the Provost.
- E. Consistent with EOAA policy and this Agreement, the parties shall meet to make good faith efforts to reach potential resolutions or settlements.
- F. Retaliation against any individual who complains of a violation of the Equal Opportunity and Affirmative Action policy or who otherwise participates in the investigation of an alleged violation is strictly prohibited.

Section 5: No later than twelve (12) months following ratification of this Agreement, the University (including a representative of the EOAA office) shall meet with the Union to discuss the effectiveness of these processes.

Section 6: If the current Title IX regulations are modified or overturned, the University or the Union may reopen and bargain over Section 4 of this Article.

Section 7: The EOAA process shall not be subject to collective bargaining. The Union may propose to supplement that process, so long as such proposal does not conflict with the EOAA process.

ARTICLE 19 PROFESSIONAL DEVELOPMENT

Section 1: The University and the Union agree that adequate opportunities for training and professional development are essential. The University will maintain support for training and professional development programs for Employees. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to Employees. **The University and the Union will use their reasonable best efforts to inform and educate the research population on the offerings of the Office of Postdoctoral Affairs (OPA), which includes the use of the Individual Development Plan (IDP) program and the curriculum around it. In addition, the University will convene a committee with the Union to enhance and encourage professional development. Topics for discussion may include, but are not limited to: the enhancement of the IDP tools provided by OPA; identifying career options; developing and improving professional skills/materials; peer-to-peer support; networking; career advancement in a variety of career paths; Office of Postdoctoral Affairs programs; mentorship and co-mentorship training.**

Section 2: Individual Development Plan

Employees are encouraged to develop an Individual Development Plan (IDP). If the Employee chooses to submit the IDP to their supervisor for discussion, the supervisor(s) will review the IDP, share their knowledge about available development opportunities with the Employee, and provide advice about possible revisions to the IDP as needed. The Employee and the supervisor(s) may engage in ongoing discussions regarding the IDP. **If the Employee believes the IDP requires revisions based on evolving research needs, they may submit a revised IDP for discussion with their supervisor(s). The Employee may consult with additional co-mentors of their choosing within the University in the development of an IDP.**

Section 3: Performance Review

Supervisors shall provide their Employees with at least one written review per 12-month period. This review is a comprehensive assessment of the Employee's research progress and achievements, and their professional development during the previous year. The supervisor may utilize an independently developed or a pre-established form when conducting the review.

Section 4: The contents of Individual Development Plans and Performance Reviews are not grievable and nothing else in this Article shall be arbitrable. In the event the Employee disagrees with the substantive aspects of the review, the Employee may file an addendum to the personnel file and/or discuss it with the Department Chair or Unit Director.

ARTICLE 20 RESEARCH INTEGRITY

Section 1: Employees are governed by, subject to, and have rights as outlined in the University's Misconduct in Research policies, as may be amended from time to time. Complaints regarding research and integrity shall be processed solely in accordance with University policies and related procedures, which may be amended from time to time by the University.

Section 2: The Union may raise the topic of authorship disputes **with a group comprised of representatives from the Office of Faculty Affairs, Office of Academic Affairs, and the Office of Postdoctoral Affairs who will organize and engage in discussion of the authorship dispute issues.**

Section 3: The University shall not engage in any form of retaliation against an Employee who engages in a good faith effort to assert rights or otherwise participates under the University’s Misconduct in Research policies.

**ARTICLE 21
SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

**ARTICLE 22
TRAINING AND ORIENTATION**

The University shall pay associated fees and provide paid time for Employees to attend required or supervisor approved work-related trainings, orientations, workshops and courses.

**ARTICLE 23
TRAVEL**

Section 1: An Employee who is required or approved to travel as part of the Employee’s duties, shall receive travel advances, direct travel funding, or timely reimbursement of expenses in accordance with the University and/or Departmental travel policy.

Section 2: Employees shall be covered by the University's Business Travel Accident Insurance Policy.

**ARTICLE 24
UNION ACCESS, RIGHTS AND ACTIVITY**

Section 1: A representative of the Union shall have reasonable access to appropriate offices of the University for the purpose of conferring with its stewards and/or Employees covered by this Agreement, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter upon the University's premises for this purpose, the representative shall advise the Director of Labor Relations and the head of the office or their respective designees, as

the University shall state. Such visits shall not interfere with the operation of the department or office and shall not include access to areas of the University which are restricted due to safety, health, or privacy concerns (e.g. a lab which is designated as restricted space due to dangerous chemicals or elements being used in experiments, etc.).

Section 2: No Employee shall engage in any Union activities, including the distribution of literature, which interferes with the performance of work.

Section 3: The Union may designate officers and/or stewards appropriate to the size of the unit, who shall be members of the bargaining unit. The University shall deal with such officers and/or stewards as representatives of the Union for purposes of investigating, presenting and settling grievances under the Agreement. Reasonable release time will be granted for administering the Agreement which will be coordinated with the officer or steward's supervisor. The Union shall submit a current list of Union Stewards and Unit officers to the University every six (6) months. No officer or steward shall be discriminated against for union activity.

Section 4: When a new Employee is hired, the appropriate unit officer or steward in the area shall be allowed **thirty (30)** minutes without loss of pay to discuss union matters with such Employee.

Section 5: The University shall provide space once per month for up to one (1) hour for representatives of the Union to meet with new Employees for orientation to the Union and the Agreement. Employees will be entitled to one (1) hour of release time to attend.

Section 6: The University will allow a reasonable number of general membership meetings **at each Columbia Campus**. Employees will be entitled to one (1) hour of release time to attend.

Section 7: The University will allow a reasonable number of steward meetings to be held, provided they do not interfere with the operation of the University. Release time will be granted.

Section 8: The University will provide the Union with a list of the composition of the bargaining unit on a monthly basis. This will include the Employee's full name as provided to the University, uni, position type, job title, department, location address (street, city, state and zip code), University e-mail address and phone number, FTE percentage, compensation, appointment start date, appointment end date, and hire date.

ARTICLE 25 UNION DUES

Section 1: The University shall deduct membership dues and initiation fees from the pay of all Employees who choose to be members of the Union **within thirty (30) days of receipt of written authorization**. The Union will communicate the amount of such dues and initiation fees to the University.

Section 2: The University shall deduct amounts semi-monthly from the pay of all dues-paying Employees whose written authorizations have been provided to the University authorizing it to make specific contributions to the UAW Voluntary Community Action program (VCAP).

Section 3: The dues and fees deducted under this article shall be transmitted to the Union within ten (10) working days after each payday for which deductions are made.

Section 4: If an Employee chooses not to be a member of the Union, the Employee shall be required as a condition of employment to pay a “fair share” to the Union. The amount of the fair share fee will be set by the Union in a manner consistent with legal requirements. Fair share fees will be deducted on a semi-monthly basis.

Section 5: The Union shall submit an electronic list of all changes to membership, fair-share payer status, and VCAP authorization, including the amount and written authorization with respect to any changes in the amount of an authorized VCAP deduction, prior to the deadline for the University to make such deductions, so that the University can make the appropriate deductions.

Section 6: If an Employee contacts the University to request that payroll deductions be ended, the University will promptly refer the Employee to the Union to process the request, and the Union shall promptly notify the University of the disposition of the request.

Section 7: The University will not discourage Employees from becoming members of the Union. If an Employee asks questions about the Union payroll deduction or the Union in general, the University will refer the Employee to the Union.

Section 8: The University may request to view, audit, or secure a copy of an authorization or authorizations for membership, if there is a dispute.

Section 9: The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as provided by the University to other unions at the University.

Section 10: The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

Section 11: In cases where the University determines that an Employee for whom the Union has provided a deduction form is not included in the unit, the Union shall be notified.

ARTICLE 26 VACATIONS

Section 1: Full-time Employees shall earn two days of vacation for each month of appointment, up to a maximum of twenty-three (23) days, during their first twenty (20) years of full-time service and two-and-one-third days for each month, up to a maximum of twenty-eight (28) days, thereafter.

Vacation time may not be accumulated beyond June 30 of the year following the one in which it was earned. An Employee may not receive pay in lieu of unused vacation except upon termination of appointment. **For Employees with three (3) years of service or less, pay in lieu of unused vacation is limited to no more than twenty-three (23) days upon separation from the University.**

Section 2: Employees are expected to plan vacation time in consultation with their principal investigator, chair, director, or dean to ensure that they do not interfere with the programs of their laboratory, department, school, institute, or center. Vacations days may be used as they are earned. Vacation requests will not be unreasonably denied.

Section 3: Postdoctoral Research Fellows are entitled to the same rights to vacation as Postdoctoral Research Scientists/Scholars unless the provisions of the granting agency specify otherwise.

ARTICLE 27 WORKLOAD

Section 1: Full-time Employees covered by this agreement are FLSA-exempt professional appointees.

Section 2: The workweek for full-time exempt appointees is normally at least forty (40) hours, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their professional goals, and on demonstrating their research and creative capabilities, rather than on working a specified number of hours. Required work schedules must be reasonable, and related to the research needs. In recognition of the professional exempt status of Employees, assigned work schedules provide the flexibility to meet research goals and to occasionally allow a schedule of less than forty (40) hours in a week.

Section 3: Full-time Employees covered by this agreement do not receive overtime compensation or compensatory time off.

ARTICLE 28 WORKSPACE AND MATERIALS

Section 1: The University shall provide access to workspace, facilities, equipment, materials and access to the internet and other network resources necessary to perform assigned duties.

Section 2: If, with prior approval, an Employee is required to purchase any materials, equipment, or services, as referenced in Section 1, the University shall reimburse the Employee in a timely manner.

Section 3: The University will comply with all relevant laws relating to providing reasonable accommodations to individuals with disabilities, including but not limited to, job related furniture and equipment to qualified individuals that would constitute a reasonable accommodation. Employees requesting accommodation must cooperate with the University's policies and procedures for accommodations.

**ARTICLE 29
EFFECTIVE DATE AND DURATION**

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing upon ratification and ending June 30, 2026.

The University and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of the Agreement.

IN WITNESS WHEREOF, the Union and the University have executed this Agreement as of the date of ratification.

Agreed to:

CPW-UAW LOCAL 4100

THE TRUSTEES OF
COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

By: _____
Cora Bergantinos-Crespo
President

By: _____
Daniel Driscoll
Vice President – Human Resources

Negotiating Committee

Negotiating Committee

**Side Letter: Between Columbia Postdoctoral Workers-UAW Local 4100
and Columbia University Regarding Anti-Bullying Initiatives**

- 1) Employees who believe that they have been subjected to potentially abusive or intimidating behavior should discuss their concerns with their immediate supervisor, human resources, or the compliance hotline.
- 2) Retaliatory treatment of any Employee for reporting such concerns in good faith is strictly forbidden.
- 3) **The University is committed to promoting an environment for learning, research, living, and working that is free from discrimination and harassment, and that does not tolerate abusive or intimidating behavior.**

- 4) **The University has adopted the following definition as part of its Anti-Bullying Initiative (located at <https://provost.columbia.edu/content/columbia-anti-bullying-initiative>):**

Abusive conduct or bullying is a pattern of unwelcome conduct that a reasonable person would find hostile, offensive, intimidating, disrespectful, degrading, or humiliating. For purposes of this policy, the terms “abusive conduct” and “bullying” are synonymous.

Bullying may take many forms including physical, oral, or written acts or behaviors. Calls, texts, emails, and social media postings can also constitute bullying, even if they occur away from University premises or outside of work hours.

In determining whether unwelcome conduct amounts to prohibited bullying, it is essential to consider the totality of the circumstances, including the frequency, nature, and severity of the conduct, the relationship between the parties, and the context in which the conduct occurred.

- 5) **Once the University has approved a policy and procedures for addressing abusive or intimidating behavior not covered by existing EOAA policies and procedures, if an Employee is dissatisfied with the results of the established process, the Union may proceed to arbitration under Article 9 [Grievance and Arbitration] only after the established process is complete, other than any appeal process.**

Side Letter: Between Columbia Postdoctoral Workers-UAW Local 4100
and Columbia University Regarding a Relocation Payment for Newly Hired Employees

All newly hired Employees (excludes title changes) on or after January 1, 2024 will receive a one-time relocation payment in the amount of \$1,500 dollars subject to applicable taxes and withholdings.

**Side Letter: Between Columbia Postdoctoral Workers-UAW Local 4100
and Columbia University Regarding the Hardship Support Fund**

Effective January 1, 2024, the University shall establish a Hardship Support Fund to assist Employees with a temporary hardship due to an unexpected medical emergency (e.g., medical, dental, and vision expenses for themselves or their covered dependents causing financial hardship) or other unanticipated expenses causing financial hardship. Hardship Support Fund awards are grants that reimburse actual expenses. These awards are not loans and are not repaid.

The Hardship Support Fund will be a total \$500,000 for the 3-year term of the Agreement. Distribution of money from the Hardship Support Fund shall be made in accordance with the policies, procedures and requirements established by the Office of Postdoctoral Affairs (OPA) with input from the Union. The Hardship Support Fund will reimburse Employees for up to \$5,000 per academic year (July 1 to June 30). Each request is considered on its own merits, and not all requests will be funded. Any determinations made by the University concerning the eligibility of Employees or the distribution of funds shall not be grievable. At the conclusion of each academic year, the Union and the OPA will evaluate the utilization of the Hardship Support Fund.

The Hardship Support Fund is limited. Any money remaining in the Hardship Support Fund at the expiration of the Agreement will not be rolled over into the Hardship Support Fund of the subsequent collective bargaining agreement if such account continues.

Side Letter: Between Columbia Postdoctoral Workers-UAW Local 4100
and Columbia University Regarding Diversity in Hiring Practices and Inclusivity in the
Workplace

The University is committed to fostering an environment of diversity, equity, inclusion and belonging for all our faculty, students, and staff. Accordingly, the University shall convene a Working Group with an equal number of representatives from the Union to review and discuss measures to continue to promote inclusivity and diverse hiring practices for positions covered by the Agreement consistent with applicable laws. The Working Group will meet at least twice (2) a year for the term of the contract. This Working Group will also discuss the University's continued efforts and goals in promoting inclusion through increased access and information about gender neutral bathrooms across campuses.

**Side Letter: Between Columbia Postdoctoral Workers-UAW Local 4100
and Columbia University Regarding the Faculty Handbook**

The parties hereby acknowledge that the revisions made to the Faculty Handbook in 2022 (2022 Faculty Handbook) do not alter, amend, or change the meaning, intent, or interpretation of Article 1 (Recognition) and Article 2 (Appointments) of the 2020 Collective Bargaining Agreement (CBA). It is mutually agreed by both the University and the Union that modifications introduced in the 2022 Faculty Handbook do not undermine the enforceability of the CBA and do not impact the unit composition. The parties also mutually agree that such revisions are not to be relied upon to expand the meaning of the CBA and the parties remain committed to upholding the terms set forth in the CBA.

Side Letter: Between Columbia Postdoctoral Workers-UAW Local 4100
and Columbia University Regarding the Increase in Childcare Lump Sum Payment

As advised during negotiations and consistent with Article 3 and Article 4, the annual childcare lump sum payment will be increasing to a total of \$5,000 effective January 1, 2024.