

**COLUMBIA UNIVERSITY and SWC UAW  
TENTATIVE AGREEMENT  
January 6, 2022**

## MANAGEMENT AND ACADEMIC RIGHTS

Section 1: Except as otherwise provided in an express provision of this Agreement, the University retains the exclusive rights that it possessed before the selection of the Union as the exclusive bargaining representative, to direct, control, manage and schedule its operations, and to make any and all decisions affecting the University in a manner consistent with its self-determined educational and research mission (“Management and Academic Rights”).

Section 2: The Management and Academic rights of the University include, but are not limited to, the right to:

- (a) Establish, plan, direct and control the University’s organizational structure, missions, programs, objectives, services, activities, resources and priorities;
- (b) Establish and administer procedures, rules and regulations, and 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, or evaluate Student Employees;
- (e) Determine or modify the number, qualifications, scheduling, responsibilities and assignments of Student Employees;
- (f) Establish, maintain, modify or enforce standards of education, performance, conduct, order and safety, and to establish and revise disciplinary policies to address violations of these standards;
- (g) Evaluate, determine the content of evaluations, and determine the processes and criteria by which Student Employees’ performance is evaluated;
- (h) Establish and require Student Employees to observe University rules and regulations;
- (i) Establish or modify the academic calendars, including holidays and holiday scheduling;
- (j) Assign work locations;
- (k) Schedule hours of work;
- (l) Determine who is taught, what is taught, how such content is taught and who delivers the instruction;
- (m) Determine in its sole discretion all matters relating to faculty hiring and tenure, admissions and appointments, admission standards, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students’ academic progress;
- (n) Establish tuition, fees, and charges of general application;
- (o) Determine matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid;
- (p) Decide matters related to research methodology and materials;
- (q) Decide matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination;
- (r) Decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs;
- (s) Decide matters related to housing for Student Employees covered by this Agreement;

- (t) Exercise sole authority on all decisions involving academic matters, and academic standards.

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

## GRIEVANCE AND ARBITRATION

A Student 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 Student 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 Student Employees are encouraged to engage in informal discussions as soon as practicable with their immediate supervisor (e.g., faculty member, administrator, or Principal Investigator, etc., as the case may be) or Department Chair to resolve issues before filing a formal grievance. The Student 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 Step One 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 Student 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 their 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 Student 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 [insert three mutually agreed upon arbitrators].
- 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 Student 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 the 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.

## **NON-DISCRIMINATION**

**Section 1: Preamble.** Columbia University is committed to providing a learning, living, and working environment free from 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 Unlawful 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/creed, caste, sex, gender, gender identity or expression, sexual orientation, marital status, parental status, pregnancy and pregnancy-related conditions, medical conditions, national origin, citizen or immigration status, ancestry, age, military or veteran status, disability, status as a victim of domestic violence, genetic information or carrier status, unemployment status, partnership 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 Student 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's website page.

The University annually reviews its policies in consideration of new guidance or regulations, and experience. As a part of the review, recommendations from the Union-Management Committee will be considered. University officials shall make best efforts to solicit and incorporate this input.

**Section 4: Complaints.** Complaints alleging conduct that violates the University's Equal Opportunity and Affirmative Action policy 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.

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. Student Employees are entitled to Union representation during any investigative, appeal, or mediation process and will be so advised in writing by EOAA.

- A. If EOAA determines that Title IX applies, the Student 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 a disagreement as to whether the complaint triggers the Title IX process, the Student Employee or the Union will promptly notify the University. The University will present the issue for decision to an expert in the field, selected from an agreed list; the decision, which will be final, will be presented to the Student Employee, the Union and the University within (10) business days of the notice. For complaints that involve Title IX, the Union may proceed to arbitration under Article \_\_\_\_\_[Grievance and 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 \_\_\_[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. Columbia University will take and/or make available reasonable and appropriate measures to protect a Student Employee's access to Columbia University employment or education programs and activities. 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.
- G. If the Student Employee files a grievance of a violation of this article under Article \_\_\_\_\_[Grievance and Arbitration], any deadlines by which the other party or parties to the underlying claim must file an appeal may be tolled until resolution of the grievance or the conclusion of the EOAA policy and procedures other than appeal, whichever is later. Any such grievance will be between the Union and the University. Such grievances may be filed at Step 3 of the Grievance and Arbitration procedure.
- H. The Student Employee may not pursue an appeal under the EOAA process following the completion of arbitration.

**Section 5: Mediation.** Following completion of the appeals process by a Student Employee, if the Union is dissatisfied with the final decision of the University, the Union may take the matter to mediation by serving notice on the University within fifteen (15) days of the final decision of the Appellate Officer. As the parties to the mediation, the Union and the University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.

Under no circumstances may the Union pursue both mediation and arbitration.

**Section 6: Review.** The University is committed to leveraging insight from these processes to help address problematic behavior on a continuous basis, with the goals of understanding and developing appropriate responses to troubling patterns and behaviors brought to light by these processes. To that end, once a year, the University (including a representative of the EOAA office) shall meet with the Union to discuss the effectiveness of these processes. The first such meeting shall occur no later than twelve (12) months following ratification of this Agreement.

Each academic year, the University will report and make accessible to the Union the annual report on allegations of violations of university-wide non-discrimination and harassment policies (including potentially abusive or intimidating behavior once the relevant policy is established), including numerical case data for the following: complaint allegations by category; the University status of the parties (i.e., student, student employee, faculty member, staff member, post-doc, or third party); the status of the investigation, any remedial efforts taken or interim measure implemented, and, where applicable, general outcome of responsibility findings.

**Section 7: Title IX Handling.** Under no circumstances will a Student Employee in any of the Schools of the University be pressured by Title IX Resource Coordinators or staff or any other University officials to accept informal resolution of their complaint or interim measures in place of filing a formal complaint. Pressure to accept informal resolution may include but is not limited to, telling the Student Employee they will not win a formal resolution, providing misinformation, and telling the complainant that the resolution process will harm the academic opportunities of the respondent.

**Section 8: Abusive or Intimidating Behavior.** Student 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. Retaliatory treatment of any Student Employee for reporting such concerns in good faith is strictly forbidden.

The University is committed to ensuring a workplace free from abusive or intimidating behavior. Accordingly, the University has convened a University-wide Working Group with representatives from various constituencies, including the Student Employees, to make recommendations to the University to address complaints about misconduct that do not constitute policy violations on sexual and gender-based harassment or other forms of prohibited discrimination but which nonetheless may be abusive and/or intimidating to Student Employees. The Working Group meets regularly toward finalizing a proposed policy.

Once the University has approved a policy and procedures for addressing abusive or intimidating behavior not covered by existing EOAA policies and procedures, if a Student Employee is dissatisfied with the results of the established process, the Union may proceed to arbitration under Article \_\_\_\_\_ [Grievance and Arbitration] only after the established process is complete, other than any appeal process. The Union may also take the matter to mediation after any appeals process as described in Section 5 above.

**Section 9: Severability.** If the current Title IX regulations are modified or overturned, the University or the Union may reopen and bargain over this Article.

## **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.

## **UNION MANAGEMENT COMMITTEE**

Section 1: A joint Union-Management 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.

## EMPLOYMENT FILES

Section 1: “Employment file” shall be defined as documents maintained by the University reflecting a Student Employee’s appointment to a position covered under this agreement, revision or termination of such appointment, appointment related evaluations, disciplinary action related to such appointment.

Section 2: Materials related to a Student Employee’s admission to the University, course of study, grades, academic progress and aspects of study other than in service in a position covered under this agreement shall not be considered part of the employment file.

Section 3: The University shall, within ten (10) business days after receipt of a written request from a Student Employee to the applicable Department Administrator, permit such Student Employee to review the employment file. Such review shall take place during regular business hours at a location designated by the University. The University may require that the review of the employment file take place in the presence of a designated individual.

Section 4: Within a reasonable time after receipt of a written request from a Student Employee, the University will provide such Student Employee with a copy of all or part of the Student’s employment file, provided such request reasonably identifies the materials to be copied.

Section 5: If a Student Employee disagrees with the information that is contained in the employment file, the Student Employee may submit a written statement commenting upon the information. Such statement shall be maintained as part of the employment file.

Section 6: The Student Employee may not remove any documents or items from the file.

Section 7: Documents related to filed union grievances will not be part of the employment file.

Section 8: 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 the 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 request when it is received.

Section 9: Enrolled students who are not currently on appointment, or students who are on an approved leave of absence, may review their employment file, subject to the above provisions.

## **TRAVEL**

Section 1: A Student Employee who is required or approved to travel as part of the Student 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: Student Employees shall be covered by the University's Business Travel Accident Insurance policy.

## APPOINTMENTS

Section 1: All appointments covered by this Agreement shall be for at least one (1) semester. All employment appointments are at the discretion of the employing unit.

Section 2: PhD Student Employees who are beyond their years of guaranteed funding will be notified whether they will be funded for an appointment in the coming semester no later than ninety (90) calendar days before the appointment start date for the fall semester, and no later than thirty (30) calendar days before the appointment start date for the spring semester and summer session.

Section 3: The University shall provide an Appointment Letter for each appointment no later than thirty (30) calendar days before the start of the appointment, whenever possible. When it is not possible to provide an Appointment Letter in advance of the start of an appointment, the University shall provide it no later than the start date of the appointment.

Section 4: An Appointment Letter shall include the following information:

- A. Appointment title;
- B. Effective dates and duration of the appointment;
- C. Hiring unit and contact;
- D. The general terms of the appointment, including tuition remission, stipend, and/or remuneration for services;
- E. The name of the anticipated faculty supervisor;
- F. The general scope of the anticipated responsibilities of the appointment, including, at the hiring unit's discretion, the estimated weekly hours;
- G. A statement that the position is covered by this Agreement.

Section 5: The nature and scope of the responsibilities of a Student Employee's appointment will vary by program and department. In making its appointment determinations, the University will consider the preference of the Student Employee with regard to the nature and scope of an appointment. Prior to the start date of an appointment, the University's academic and research units will provide more specific written guidance on individual Student Employee appointments, including assigned course or lab and anticipated meeting times. Work assignments will be more academically substantive than administrative, but may involve administrative tasks that assist in the overall academic endeavor. Student Employees shall not be expected to provide personal services for a supervisor.

Section 6: Funding will be maintained unless the Student Employee is discharged in accordance with Article \_ [Discipline and Discharge] or other requirements of the Appointment Letter are not met by the Student Employee.

Section 7: An individual who is not enrolled as a student for any reason may not hold a research or teaching appointment, and shall not be subject to any provision of this Agreement.

## **TRAINING**

Section 1: The University shall provide Student Employees with trainings and/or orientations required to fulfill their duties.

Section 2: The University will notify Student Employees of trainings and/or orientation that are required as a part of their appointment as soon as practicable. Attendance at a required training and/or orientation shall be considered part of a Student Employee's workload.

Section 3: The University retains the exclusive right to determine the content and delivery of required training and orientation programs. The Union-Management Committee may make recommendations to the University to address training concerns.

Section 4: The University will pay associated fees for Student Employees to attend work-related training with prior written departmental approval.



## **PROFESSIONAL DEVELOPMENT**

Section 1: The University and the Union agree that training and professional development opportunities are important to graduate students. The University will maintain support for training and professional development programs for Research Assistants and Teaching Assistants. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to Research Assistants and Teaching Assistants.

Section 2: The University will strongly encourage schools to allocate resources and provide opportunities across departments for PhD students to attend professional development workshops or programs of a professional interest, present their research or scholarly work at a conference or meeting, and organize other academic events.

## **WORKSPACE AND MATERIALS**

Section 1: The University shall provide access to workspace, desk space, facilities, equipment, materials, internet access, and other network services required to perform assigned duties.

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

Section 3: The University shall provide notice to the Student Employee at least thirty (30) calendar days before their workspace is changed, where practicable.

## HOLIDAYS

Section 1: Student Employees shall observe the University academic holiday schedule. Student Employees who are required to work on a University academic holiday shall receive an alternate day off approved in advance by their supervisor.

### University Holidays

New Year's Day

Martin Luther King, Jr. Day

President's Day\*

Memorial Day

Independence Day

Labor Day

The Day before Election Day\*\*

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

\* CUIMC Campus observes President's Day

\*\* Morningside Campus observes The Day before Election Day

Personal Day: Student Employees on a salaried appointment are entitled to one (1) paid personal day per semester (fall, spring, and summer). Personal day use must be approved in advance after coordinating with a) their advisor or PI when holding a research appointment; and/or b) the faculty instructor or lead course coordinator when holding a teaching appointment. Personal days must be used during the semester in which they are earned.

A Student Employee may request to be absent from work duties for reasons of religious and cultural observance on days other than recognized University holidays. Student Employees shall make a written request to their supervisor as early as possible, so that there is sufficient time to consider the request, and where approved, make appropriate work arrangements for their absence. The University shall not unreasonably deny a request to be absent for reasons of religious and cultural observance.

## **VACATION**

Vacation: Student Employees on twelve-month research and teaching appointments are entitled to ten (10) days of vacation time off per year without loss of compensation. Student Employees that hold a teaching appointment for two consecutive semesters in an academic year are entitled to eight (8) days of vacation time off per year without loss of compensation. For Student Employees on teaching appointments, vacation time off shall be taken during academic breaks or as otherwise mutually agreed to by the Student Employee and a supervisor. Vacation time off not taken within the academic year will be forfeited.

Vacation must be approved in advance after coordinating with the advisor or PI, and when holding a teaching appointment, with the faculty instructor or lead course coordinator.

## LEAVES OF ABSENCE

All Student Employees are primarily affiliated with the University as students, and as such, they receive a number of student benefits. Leaves available to students shall not be impacted by this Agreement, and the University reserves the right to modify the student leave policies at its sole discretion.

Parental Accommodation: PhD Student Employees will be eligible for Parental Accommodation for a twelve (12) week period, pursuant to the University's established policies. PhD Student Employees who are granted a Parental Accommodation will be granted one (1) additional semester of funding eligibility.

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

Jury Duty: Student Employees will be granted jury duty leave in accordance with applicable laws. The receipt of a notice to report for jury duty must be reported immediately to the supervisor. To the extent permitted by law, Student Employees shall request a postponement of jury service if requested to do so by their department or program.

Bereavement Leave: Student Employees on a salaried appointment may be absent without loss of pay or benefits for up to three (3) days in the event of the death in the immediate family or household. A longer paid absence may be appropriate in circumstances of logistical difficulty or severe emotional distress or religious observance if approved by the supervisor. Requests shall not be unreasonably denied. Immediate family includes spouse, children (including stepchildren), grandchildren, parents (including stepparents), siblings, grandparents, parent-in-law, sibling-in-law, legal guardian; and household includes individuals regularly sharing the Student Employee's residence.

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

Sick Leave: Student Employees on a salaried appointment will be provided with a reasonable number of sick days per semester without reduction in stipend and/or remuneration. The number of sick days shall not be less than provided by the New York City Earned Sick and Safe Time Act and New York State Paid Sick Leave Law, whichever is greater.

Student Employees on a salaried appointment may request a sick leave of up to two (2) weeks of paid leave for their own serious health condition or that of a parent, spouse, or child, or that of an immediate family member living in their current household. This leave may also be requested for a serious health condition of other immediate family members, subject to the terms and conditions of the external funding source. A Student Employee must provide medical documentation to support the need for such leave. Such requests shall not be unreasonably denied.

Student Employees shall retain all other rights and benefits provided under applicable local, state, and federal laws regarding leave of absence.

The University complies with New York City Earned Sick and Safe Time Act, New York State Paid Sick Leave Law, and the New York State Paid Family Leave Program.

## **BENEFITS**

Health Benefits: The structure of the health care benefit program made available to Student Employees as students, and the provision to them of any other benefits, shall not be a subject for collective bargaining. The University will provide the same health care benefit program that is provided to all other students not covered by this Agreement.

The Union may make recommendations regarding benefits to the University for their consideration during union-management committee meetings.

PhD Student Employees on appointment may enroll themselves and eligible dependents in the Student Health Insurance Plan at no cost.

### **SUPPORT FUNDS:**

Student Employee Support Fund: As soon as practicable after ratification, the University shall establish a Student Employee Support Fund in the amount of \$300,000, credited in the first year of this agreement.

Effective August 15, 2022, the Student Employee Support Fund will be \$350,000

Effective August 15, 2023, the Student Employee Support Fund will be \$375,000

Effective August 15, 2024, the Student Employee Support Fund will be \$400,000

Student Employee Dependent Support Fund: As soon as practicable after ratification, the University shall establish a Student Employee Dependent Support Fund in the amount of \$150,000, credited in the first year of this agreement.

Effective August 15, 2022, the Student Employee Dependent Support Fund will be \$175,000

Effective August 15, 2023, the Student Employee Dependent Support Fund will be \$200,000

Effective August 15, 2024, the Student Employee Dependent Support Fund will be \$225,000

Student Employees and covered dependents may apply for reimbursement of any out-of-pocket medical, dental, and vision expenses (as defined by Internal Revenue Service regulations).

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the University and the Union. Unused funds in academic year 2021-2022 shall roll over into academic year 2022-2023. Unused funds in any other year shall not rollover into any subsequent year.

Upon request, in academic year 2022-2023, the University and the Union shall meet to discuss benefit fund utilization.

Dental Benefits: Effective for the academic year 2022-2023, PhD Student Employees on appointment may enroll themselves and eligible dependents in the Emblem Preferred Dental Plan or an equivalent dental plan. The University will pay seventy-five percent (75%) of the monthly

premium for PhD Student Employees and eligible dependents who enroll in the Emblem Preferred Dental Plan. The University will pay an amount equal to seventy-five percent (75%) of the monthly premium cost of the Emblem Preferred Dental Plan towards the monthly premium cost for Student Employees and eligible dependents who enroll in another dental plan that is offered to students. The structure of the Dental Plans shall not be a subject for collective bargaining.

The University intends to offer the dental benefits described above to PhD Students who are not part of the bargaining unit and their eligible dependents.

Vision Benefits: PhD Student Employees and eligible dependents will be eligible to participate in a vision plan that is offered to students.



## CHILD CARE

PhD Student Employees may apply for the University's \$4,500 child care subsidy. PhD Student Employees may receive one child care subsidy per year for each child who is under the age of six (6) and not yet attending kindergarten. If both parents are PhD students, they both may apply individually for the child care subsidy. The child care subsidy will be increased to \$5,000 in the second year of the Agreement. The child care subsidy will be increased to \$5,500 in the fourth year of the Agreement.

PhD Student Employees may apply for the Adoption Assistance and Foster Parenting program, which provides a one-time reimbursement of up to \$5,000 for qualified expenses incurred on or after the parent's first day of enrollment in the PhD program. There is a limit of one (1) \$5,000 reimbursement per adopted child, even if both parents are PhD Student Employees.

Eligible Student Employees may participate in the University's Back-up Care Advantage program. Any changes and/or modifications to or the elimination of the University's Backup Care Advantage shall apply to the Eligible Student Employees. The University shall not be required to bargain with the Union concerning any changes and/or modifications to or the elimination of the University's Back-up Care program

The University will make reasonable efforts to grant a PhD Student Employee's scheduling request arising from caretaking concerns. Relevant factors in the consideration of a scheduling request may include the number of persons under the PhD Student Employee's care and the age of their children. Where practicable, the PhD Student Employee will submit their scheduling request when the planning for the semester is underway.

PhD Student Employees who are not satisfied with the scheduling request decision may make a written appeal to the Dean of the appropriate School or their designee. Scheduling request decisions are not subject to the Agreement's Grievance and Arbitration provisions.

## **TRANSPORTATION**

Eligible Student Employees may participate in the University's Transit/Parking Reimbursement Program(T/PRP), on a substantially equivalent basis to similarly situated University Employees.

Student Employees will continue to have access to the University's shuttle transportation in a manner that is substantially equivalent to similarly situated University Employees.

## UNION DUES

Section 1: Student Employees who are appointed to a position covered by this Agreement, and who receive compensation in the form of wages, may elect to join the Union and pay membership dues and fees.

Section 2: If a Student Employee elects to join the Union, they may choose to have their Union membership dues and fees deducted from each paycheck provided they have provided authorization for such deductions. The Union shall provide the University with the amount of Union membership dues and fees that a Student Employee who joins the Union must pay.

Section 3: If a Student Employee chooses not to be a member of the Union, the Student Employee may elect to pay agency fees to the Union. The Student Employee may choose to have the Union agency fees deducted from each paycheck if they have provided authorization for such deductions. The amount of the agency fee will be set by the Union in a manner consistent with legal requirements.

Section 4: As soon as feasible after receipt of such authorization from an eligible Student Employee as defined in Sections 2 and 3 above, the University shall deduct Union membership dues or agency fees from each paycheck. The University shall remit the dues and agency fees to the Union, together with an electronic list of names of the Student Employee from whom deductions were made. The electronic list shall contain the Student Employee's name and UNI, amount of dues and agency fees deducted, and gross wages.

Section 5: The University shall deduct amounts from the pay of all dues-paying Student 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 6: Deductions shall commence for the first full pay period following receipt of the Student Employee's authorization and shall continue unless affirmatively revoked by the Student Employee. The University is not required to make retroactive deductions.

Section 7: The University shall electronically transmit to the Union within fifteen (15) business days after the last payday of each month, all dues and fees deducted for that month, together with an electronic list, in accordance with Section 4 above.

Section 8: The University will not discourage Student Employees from becoming members of the Union. If a Student Employee asks questions about Union payroll deductions or the Union in general, the University will refer the Student Employee to the Union.

Section 9: The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as is 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.

## **UNION ACTIVITY/ACCESS**

Section 1: A representative of the Union shall have reasonable access to appropriate offices of the University for the purpose of conferring with its delegate(s) and/or Student 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. Notwithstanding the above, union access shall not be permitted in areas of the University that 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 Student Employee shall engage in any Union activities while on working time, including the distribution of literature.

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. The Union shall submit a current list of Union Delegates and Officers to the University every six (6) months. Union representatives will have reasonable time to administer the parties' Collective Bargaining Agreement as long as it does not interfere with their academic responsibilities. No officer or steward shall be discriminated against for union activity.

Section 4: The University will provide the Union with access to meeting space to provide information about Union membership to Student Employees twice per semester including the summer term.

Section 5: The Union shall be provided with an opportunity to meet with Student Employees to distribute forms and other information during orientation sessions that take place at the beginning of the semester.

Section 6: Within twenty (20) days after the start of each semester including the summer term, to the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide the Union, at no cost, with the following information:

- A. Name;
- B. UNI;
- C. Job title;
- D. Academic unit;
- E. Degree program;
- F. Hiring unit;
- G. Work location;
- H. Work phone number and email.

Section 7: The University will provide the Union with a report listing job title, degree level, and salary paid during a semester when a Student Employee is on appointment (without including any personal identifying information) once per semester, including the summer term.

Section 8: The University shall publish this Agreement on the Labor Relations website.

## **WORKWEEK**

Section 1: The workweek for a Student Employee shall average no more than twenty (20) hours over the course of a semester, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their professional goals, and on demonstrating their intellectual and research capabilities, rather than working a specified number of hours. Required work schedules must be reasonable, and related to the instructional or research needs. This Article is not intended to increase the weekly work expectations of Student Employees.

Section 2: Specific hours worked each week will fluctuate for some Student Employees due to the nature of their work. The work of a Student Employee performing research may overlap with the academic work of the student in the degree program.

Section 3: Student Employees are encouraged to informally resolve any concerns about the hours worked with their Supervisor or Department Chair. If a Student Employee believes that the hours worked each week are unreasonable, a grievance may be filed at Step 2.

## **RECOGNITION**

The Graduate Workers of Columbia-United Automobile, Aerospace, and Agricultural Implement Workers of America Union is recognized as the exclusive bargaining representative with regard to wages, hours, and working conditions of employment for Employees in the bargaining unit certified by the National Labor Relations Board in Case No. 02-RC-143012.

If the parties continue to dispute which casuals are included in the bargaining unit, the matter may be submitted to the NLRB for resolution.



## **NO STRIKE/NO LOCKOUT**

Section 1: Each of the parties acknowledges 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 Student 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 Student Employees represented by it to cause, nor will any such Student 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 Student Employee shall participate in any such activity.

Section 3: Should any Student Employee take part in any strike or other activities contrary to the terms of this Article, the University shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the Student Employee 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 Student Employees;
- b. advise the University in writing that such action by Student Employees had not been called or sanctioned by the Union;
- c. notify Student Employees of its disapproval of such action and instruct such Student Employees to cease such action and return to work immediately.

Section 4: The University agrees that it shall not lockout any of the Student Employees covered by this Agreement.

Section 5: Any Student Employee engaging in any conduct prohibited by this Article will be subject to disciplinary action.

## **HEALTH AND SAFETY**

Section 1: The University, the Union and Student Employees are committed to maintaining a safe and healthy work environment.

Section 2: The University and its Student 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 Student Employee shall be subjected to retaliation for reporting or inquiring about a health and safety concern.

Section 3: In accordance with OSHA guidelines, a Student Employee will not be required to work in conditions which pose an imminent danger to their health and safety. If a Student Employee is aware of an unsafe working condition, the Student 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 4: 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 5: 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 6: The University will make reasonable efforts to address ergonomic issues and questions that arise in the workplace.

Section 7: 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 four (4) representatives to the Health and Safety Committee. Attendance at meetings will not unreasonably interfere with the performance of their regular job duties.

Section 8: The Health and Safety Committee can request copies of test results or other clearance notifications.

Section 9: The University shall continue to comply with the New York State Workers’ Compensation Law.

## **DISCIPLINE AND DISCHARGE**

**Section 1:** Decisions about academic standing or dismissal (including but not limited to failure to make adequate academic progress; sub-par performance in examinations and academic milestones; quality of research or teaching; academic dishonesty; etc.), shall be at the University's sole discretion, and shall not be subject to grievance or arbitration.

**Section 2:** The discipline or discharge of a Student Employee that results from conduct that relates to the job performance of the Student Employee, (including but not limited to absenteeism; lateness; failure to adhere to stated course or research deadlines; failure to aid in the preparation of course or research materials; failure to hold sections, labs, or office hours; failure to grade, failure to perform assigned lab duties, willful abandonment of teaching or research assignments; etc.) shall be only for just cause.

**Section 3:** For purposes of this Agreement, discharge means termination of an appointment before it would otherwise have ended, but does not include non-appointment or non-reappointment of an individual, termination at the conclusion of a research or teaching appointment, or termination resulting from a loss of funding; all such decisions shall be at the University's sole discretion, and shall not be subject to grievance or arbitration. Discipline does not include critical or negative performance evaluations or feedback.

**Section 4:** Where possible, before a suspension or discharge for reasons described in [Section 2], a conference meeting will be held with the Student Employee and their supervisor. The Student Employee may request to have Union representation present at the conference meeting.

**Section 5:** The University will promptly notify the Student Employee and the Union in writing of the issuance of discipline.

**Section 6:** Students who do not hold research or teaching appointments shall not be subject to this Article, and shall continue to be treated according to applicable University policies concerning students.

**Section 7:** If the Union desires to contest a suspension or discharge, 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 hereinbefore set forth, commencing at Step 3 of the grievance procedure.

**Section 8:** In cases of discharge where an International Student Employee's current visa status may be affected, the Union and the University will use best efforts to expedite the grievance and arbitration process.

## COMPENSATION

Section 1: The University provides financial support to PhD students in order to fulfill its mission of educating and training the next generation of scholars and researchers. The level and number of years of guaranteed support vary based on factors that include the competitive market for each graduate and professional school, and the available sources of support within the particular school, program or department (“academic unit”).

Section 2: As part of their education and training, PhD students are appointed during certain semesters to teaching or research assistantships. A portion of guaranteed support is treated as salary during appointed periods; the remainder is treated as a stipend. Under the NLRB decision and the Framework Agreement, the University will bargain with respect to salary paid during semesters when a student holds a research or teaching appointment. It is not required to bargain with respect to support provided during semesters when a student does not hold a teaching or research appointment, because such students are not then in the bargaining unit. The University also is not required to bargain with respect to support in excess of salary during an appointed period (i.e., stipends), because that is not a mandatory subject of bargaining.

Section 3: To minimize the administrative and negotiating complexity inherent in the intermittent bargaining-unit status of PhD students, the University is prepared, on a permissive basis, to:

- 1) Negotiate minimum levels of total support provided by each academic unit named below to students who hold an appointment during a guaranteed year of support in the first year of this Agreement. The University would retain discretion to determine, consistent with legal requirements, the amount of support to be treated as salary for tax purposes.
- 2) Negotiate a minimum percentage increase of total support for students who hold an appointment during this Agreement.
- 3) Acknowledge its present intention to have each academic unit provide support for students within their guaranteed years of support, during semesters when they register but do not hold an appointment, that is 2% less than they would receive under this Agreement if they did hold an appointment, for the duration of the Agreement (i.e., \$43,137 for twelve-month support in the academic year 2021-2022; and \$32,353 for nine-month support in the academic year 2021-2022).

Section 4: If this Agreement is ratified by January 28, 2022, PhD students on appointment in the Fall 2021 semester will receive a lump sum payment of \$500, less applicable withholdings, and Master’s and undergraduate students on appointment in the Fall 2021 semester will receive a lump sum payment of \$250, less applicable withholdings. Such lump sum payments will be made as soon as practicable after ratification.

Section 5: (a) For the academic year 2021-2022, during guaranteed years of support, a PhD Student Employee who holds a twelve-month teaching or research appointment in GSAS, SEAS, the VP&S Coordinated Doctoral Programs in Biomedical Sciences, the School of Nursing, the Graduate School of Business or the Mailman School of Public Health shall receive total support of no less than \$44,000. During guaranteed years of support, the minimum total support of a PhD Student Employee who holds a shorter teaching or research appointment in GSAS, SEAS, GSAPP,

Journalism, SIPA, or the School of Social Work shall be pro-rated accordingly (i.e., \$33,000 for nine-month appointments).

(b) For the academic year 2021-2022, during guaranteed years of support, the support level for a PhD Student Employee who holds an appointment, and whose total support is within 3% less than, or above the minimum support level in Section 5(a), shall increase by no less than 3%.

Section 6: For the academic year 2022-2023, during guaranteed years of support, minimum total support levels for appointments shall increase by no less than 3%.

Section 7: For the academic year 2023-2024, during guaranteed years of support, minimum total support levels for appointments shall increase by no less than 3%.

Section 8: For the academic year 2024-2025, during guaranteed years of support, minimum total support levels for appointments shall increase by no less than 3%.

Section 9: Effective August 1, 2021, in each academic unit, compensation of undergraduate students and Master's students, non-PhD doctoral students, and PhD students beyond their guaranteed years of support who hold appointments as Teaching Assistants, Teaching Fellows, Preceptors, Readers, Teaching Assistants III, Graduate Research Assistants and Department Research Assistants shall increase by no less than 5% or \$100, whichever is greater. Effective August 1, 2022, the increase shall be no less than 3%; effective August 1, 2023, the increase shall be no less than 3%; and effective August 1, 2024, the increase shall be no less than 3%.

Section 10: Student Employees who are compensated on an hourly basis, and who are included in the bargaining unit, shall be paid as set forth below. The University intends to compensate student workers who perform instructional and/or research work, and who are not part of the bargaining unit, at the same minimum hourly rates.

Effective January 17, 2022, the minimum hourly rate for Student Employees who perform instructional and/or research work will be \$21 per hour.

Effective August 1, 2022, the minimum hourly rate for Student Employees who perform instructional and/or research work will be \$21.50 per hour.

Effective August 1, 2023, the minimum hourly rate for Student Employees who perform instructional and/or research work will be \$22 per hour.

Effective August 1, 2024, the minimum hourly rate for Student Employees who perform instructional and/or research work will be \$22.50 per hour.

Current hourly rates paid to student workers shall not be reduced as a result of this Agreement.

Section 11: The University intends to have the support level of Doctors of Musical Arts (DMA) students remain aligned with the 9-month support level of GSAS PhD students.

Section 12: The University intends to have the support level of Masters of Fine Arts (MFA) students teaching in the University Writing Program remain aligned with the 9-month support level of GSAS PhD students.

Section 13: The University retains the sole discretion in determining the appropriate compensation for Student Employees. Nothing should preclude the University from providing compensation at rates above those required in this Article.

Section 14: The University will make best efforts to ensure that Student Employees are paid in a timely manner, provided that the Student Employee has timely submitted to the University all necessary documentation and/or information.

## **INTERNATIONAL STUDENT 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 helps advise Student Employees generally on visa issues as they relate to the academic and/or employment relationship with the University. The University does not provide legal advice to Student Employees, but ISSO can help refer Student Employees to attorneys and agencies for complex immigration issues or if the Student Employee is in need of immigration advice unrelated to the Student Employee's academic and/or employment relationship with the University. Legal fees, if the Student Employee retains such an attorney, would be the sole responsibility of the Student Employee unless otherwise offered by the University. The University will sponsor a presentation with an immigration attorney on visa related matters twice a year.

**Section 2:** In cases where a Student Employee is unable to return to the United States as a result of the Student Employee's immigration status, and for reasons outside of the Student Employee's reasonable control (e.g., administrative processing), the University shall make reasonable efforts to arrange for the Student Employee to continue to perform their duties remotely outside the United States, for a limited period of time, subject to legal restrictions. Any determination made under this section is not subject to arbitration under Section 4 of the Grievance and Arbitration article.

**Section 3:** If the University is not able to lawfully employ or continue to employ a Student Employee as a result of the Student Employee's immigration status, the University agrees to make reasonable efforts to re-employ, once the Student Employee has obtained work authorization or the immigration status that lawfully permits them to work as a Student Employee. The timing and feasibility of re-employment shall depend on several academic factors, including, but not limited to, the academic calendar, availability of lab space and research funding. Any determination made under this section is not subject to arbitration under Section 4 of the Grievance and Arbitration article.

**Section 4:** Student 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. A Student Employee shall make such requests with as much advance notice possible and, if requested, provide supporting documentation to the University. Such requests shall not be unreasonably denied.

**Section 5:** If a Student 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 Student 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 Student Employees do not experience delayed start dates, paychecks or benefit coverage.

**Section 7:** The University should include a Union representative on the University-wide International Student Leaders Committee.

## **TAX ASSISTANCE**

Section 1: Most international students and scholars are nonresidents for federal tax purposes. Due to the complexities of U.S. tax law and legal restrictions, the staff of the ISSO (and all University offices) are neither qualified nor permitted to provide individual tax advice.

Section 2: ISSO offers resources to assist international Student Employees with their tax issues. As long as such programs exist, ISSO will continue to offer web-based tax software designed exclusively for international students, scholars, and their dependents who are non-residents for federal tax purposes.

Section 3: By using these tax assistance programs, the Student Employee acknowledges that the University is not liable for any errors and incidental or consequential damages in connection with the furnishing, performance or use by the Student Employee of these web-based tax software systems.

Section 4: ISSO determines the method in which tax information is disseminated, which may include seminars, webinars, and workshops. This information may be made available on the University website.



## **COPYRIGHT AND INTELLECTUAL PROPERTY**

Section 1: Student 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: The University shall not engage in any form of retaliation against a Student Employee who engages in a good faith effort to assert rights or otherwise participates under the University's Copyright and Intellectual Property policies.

## **RESEARCH INTEGRITY**

Section 1: Student 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 University shall not engage in any form of retaliation against a Student Employee who engages in a good faith effort to assert rights or otherwise participates under the University's Misconduct in Research policies.

## **JOB POSTINGS**

Section 1: The parties recognize that the University has discretion over who is hired as a Student Employee, the qualifications for Student Employee positions and the methods used to make such hiring decisions.

Section 2: The parties also acknowledge that Student Employee appointments are usually made without posting, including appointments to fulfill a commitment of support made to a Student Employee, and through departmental assignment, in connection with advising relationships with faculty members, and through arrangements made between departments.

Section 3: The University website may be utilized to post positions not filled as stated in Section 2 of this Article. The positions posted on the University website will include necessary and legally required information. The University will encourage, but will not require, employing units to post positions on this website. Nothing in this Article will prohibit an employing unit from advertising a position in a manner other than the University website.

## **RETIREMENT PROGRAM**

In accordance with current practice, eligible Student Employees may continue to participate in the University's Voluntary Retirement Savings Plan.

## **EFFECTIVE DATES 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, 2025.

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.

**Letter of Understanding Between Student Workers of Columbia-UAW and Columbia University Regarding Changes to the EOAA Investigative and Appeals Process**

**January 6, 2022**

**I EOAA INVESTIGATIVE PROCESS AND PROCEDURES**

**A Advisors**

Parties are entitled to one advisor of their choice. The advisor may be an attorney-advisor or other advisor and may accompany the Party to any interview or meeting related to the investigation. An advisor may provide support and advice about the investigation to their advisee. However, an advisor may not present on behalf of their advisee nor may they behave in a manner that is disruptive to the investigative process.

Communication with advisors by EOAA must be authorized in writing by a Complainant or Respondent. Such communication could include scheduling requests, requests for information and evidence, investigation status updates, the sharing of documents, and other investigation-related matters. Absent the Party's written consent for EOAA to include the advisor on such communication, the Party will be responsible for informing the advisor on all matters.

The EOAA will not intentionally schedule meetings, interviews, hearing dates, or any other related proceedings where the advisor is not available, provided that the advisor act reasonably in providing available dates and works collegially to find dates and times that meet all schedules.

**B Investigator Assignment**

The Vice Provost for EOAA or their designee will assign an investigator or team of investigators to an investigation. The investigator(s) assigned to a matter will tailor an investigation based on the facts, nature, and complexity of the allegations and surrounding circumstances.

All investigators will have extensive training in investigating and evaluating conduct prohibited under EOAA Policies & Procedures. The investigator(s) will be impartial and unbiased and treat Complainants and Respondents equitably. The University may, in its sole discretion, assign appropriate internal non-EOAA investigator(s) or outside investigator(s) to a matter. Should a Party perceive a potential or actual conflict of interest or bias related to the investigator(s), the Party is expected to promptly raise such conflict in writing to the Vice Provost for EOAA.

**C Fact-Gathering Stage**

The Investigator will attempt to gather information directly related to the allegations by interviewing the Complainant, the Respondent, and any other

person(s) with information directly related to the allegations. The Investigator may also review personnel records, documents, and other materials that could be directly related to the allegations.

If the Investigator wishes to question a Party regarding certain evidence gathered, the Investigator will share that evidence with a Party in advance of a scheduled meeting to provide a fair opportunity for the Party to respond to questions presented during the meeting.

During an investigation, the EOAA Investigator will record the interviews of each Party and the interviews of witnesses. These recordings (or, in limited circumstances, a transcript of such recordings) will be made available to the Parties for inspection and review. No party or witness shall have the right to record their own interview.

#### **D Inspection and Review of Evidence**

1. Prior to the completion of the investigation, the Parties will have an equal opportunity to inspect and review the evidence obtained through the investigation. The purpose of the inspection and review process is to allow each Party the equal opportunity to meaningfully respond to the evidence prior to the conclusion of the EOAA investigation.
2. Prior to obtaining access to any evidence, the Parties and their Advisors must sign an agreement not to:
  - Disseminate any of the evidence subject to inspection and review that was submitted by another Party or witness or obtained from any source other than the Party themselves;
  - Use such statements or evidence for any purpose unrelated to the investigative process.

However, Parties are not prevented from discussing the incident(s) that are the subject of the investigation. Once signed, this Agreement may not be withdrawn, including if a Party withdraws from the investigative process.

3. Once the investigation is substantially complete but before a report is prepared, evidence that will be available for inspection and review by the Parties will be any evidence that is directly related to the allegations raised in the complaint. It will include any:
  - Recordings made by EOAA of discussions with each Party and with witnesses;

- Evidence that is relevant and directly related to the allegations;
- Inculpatory or exculpatory evidence (i.e., evidence that tends to prove or disprove the allegation(s)) that is directly related to the allegations, whether obtained from a Party or another witness.

All Parties must submit any evidence they would like the investigator to consider prior to the inspection and review of evidence by the Parties.

4. The EOAA will make the evidence available for each Party and each Party's advisor, if any, to inspect and review in person. The EOAA shall have sole discretion to determine the format and any restrictions or limitations on access.
5. The Parties will have ten (10) business days to inspect and review the evidence and submit a written response by email. Any written response to the evidence by the Parties will be considered by the investigator prior to completion of the Investigative Report.

## **E Investigative Report**

Once the inspection and review of the evidence by the Parties and the fact gathering stage has concluded, the investigator will draft an Investigative Report. The Investigative Report will include:

- A review of the facts and supporting evidence;
- An analysis of the facts as they relate to EOAA Policies & Procedures; and
- A determination as to whether, by a preponderance of the evidence, it is more likely than not that the alleged conduct violated EOAA Policies & Procedures.

The Complainant and the Respondent with their adviser, if any, may review the Investigative Report at the EOAA office or by video conference. The Investigative Report will also be made available to the Respondent's supervisors(s). The Parties may take notes of the Investigative Report, but may not take photos, screenshots, or copy it in whole or in part when reviewing it.



## **II. APPEALS PROCESS**

### **A. Appellate Panel:**

1. In order to provide a neutral, third-party review of EOAA findings and recommendations, the University will establish a pool of independent Appellate Officers. The University will also establish an Advisory Group with representatives from various constituencies, including the GWC-UAW, Local 2110, to provide input for the selection of independent Appellate Officers. The independent Appellate Officers will be selected on an individual rotating basis to hear appeals from EOAA determinations.
2. Appellate Officers shall be individuals from outside of the University with significant experience in higher education and/or in employment law.
3. Appellate Officers will receive training on the workings and purposes of the EOAA process, and on the duties of an Appellate Officer.

### **B. Appellate Procedures:**

1. Either party to an EOAA investigation may submit a written request within 10 business days from the issuance of an EOAA determination. Failure to meet the 10-day deadline will result in a waiver of the right to appeal.
2. The Appellate Officer will conduct a thorough review of the written record, and may meet with the Parties and the investigator, but may not hear testimony of witnesses.
3. The Appellate Officer will render a written decision within 20 business days of the receipt of the appeal. The Vice Provost for EOAA will provide written notice to the Parties of the final disposition of the matter. The decision of the Appellate Officer is not subject to further review.
4. Any discipline imposed prior to the filing of the appeal will stand during the pendency of the appeal. Discipline may also be imposed while the appeal is pending.

### **C. Scope of Appeal:**

1. A procedural error impacted the outcome. An appeal on this ground must identify each instance of substantive procedural error.
2. New information, unavailable during the investigation, may affect the outcome. An appeal on this ground must specify the reason this information was not available or not provided to the investigator during the investigation, and why the information could not have been provided on a timely basis.

3. The investigator had a conflict of interest or exhibited bias that impacted the outcome. An appeal based on this ground must explain the conflict of interest or bias for or against Complainants or Respondents generally, or the individual Complainant or Respondent, that affected the decision.
4. There were relevant, disputed issues or questions concerning interpretation of University policy that impacted the outcome. An appeal on this ground must state, in detail, the issues or questions that support this allegation.
5. Complainant's allegations were substantiated in whole or in part, but the proposed changes to Complainants working conditions are insufficiently protective of Complainant or unnecessarily disruptive given the findings. An appeal based on this ground must state the reason(s) that the proposed changes are insufficient or disruptive. Complainant may not appeal actions taken or not taken concerning Respondent.

### **III. EOAA PROCESS IS NOT SUBJECT TO COLLECTIVE BARGAINING**

The University is agreeing to make these substantive changes to the EOAA process on a non-precedent setting basis. The EOAA process shall not be subject to collective bargaining. The Union may propose to supplement that process, so long as such proposals do not conflict with the EOAA process.

**Side Letter: Between Student Workers of Columbia - UAW  
and Columbia University**

**January 6, 2022**

This reiterates our previous discussions about the potential impact of the Covid-19 pandemic on some PhD students' research plans and opportunities. The University recognizes that some PhD students have seen their research plans and opportunities interrupted or delayed by the Covid-19 pandemic, including but not limited to students who were prevented from having access to research collections or sites, or who were forced to depart from research locations, or who were prevented from accessing their labs.

The University will continue to strongly encourage all schools with PhD programs to identify such students, and to work with their relevant departments to provide additional resources beyond the funding promised upon admission to allow these PhD students to pick up the thread of their research plans. Some schools have started to provide this kind of relief; the remaining schools have been asked to engage in this process as soon as practicable. A PhD student may also self-identify by emailing the Director of Graduate Studies and/or the Department Chair as one whose research plans and opportunities were interrupted or delayed by the Covid-19 pandemic and who needs support to reengage their interrupted research plans. A PhD student whose request for support has not been considered or has been denied may appeal the decision to the Dean of the relevant school.

This provision shall not be construed to delay the graduation of a PhD student.

The parties agree that this Side Letter is not subject to the Agreement's Grievance and Arbitration provisions.

**Letter of Understanding Between Student Workers of Columbia-UAW  
and Columbia University concerning Summer Stipends**

**January 6, 2022**

The parties agree that this Letter of Understanding is separate from the collective bargaining agreement and is not subject to the terms of the Agreement, and in particular is not subject to the Agreement's Grievance and Arbitration provisions.

During the summer of 2022, PhD students in GSAS, GSAPP, SIPA, and Journalism, who are funded on a nine-month basis, and who were offered a stipend in that summer as part of their offer of admission, will receive a stipend of \$5,500. Summer stipend for such PhD students will be \$6,000 during the summer of 2023, \$6,180 in 2024, and \$6,365 in 2025, if those summers fall within the initial admissions offer of summer support.

During the summer of 2022, PhD students in the School of Social Work, who are funded on a nine-month basis, and are in a guaranteed year of support, will receive a stipend of \$5,500. Summer stipend for such PhD students will be \$6,000 during the summer of 2023, \$6,180 in 2024, and \$6,365 in 2025.

**Side Letter: Between Student Workers of Columbia - UAW and Columbia University**

**January 6, 2022**

Schools will provide coverage for matriculation and facilities charges and health fees, as well as the international service fee if applicable, for PhD students in all schools who have external awards when the following conditions apply:

- the external granting agency requires that Columbia cover the tuition and fees, or
- the value of the external award is greater than or equal to the definition of a "significant award" under the GSAS external award policy (i.e., two-thirds of the standard academic year stipend).

For PhD students with external awards that do not meet the definition of a "significant award," schools will make reasonable efforts to establish a cost-sharing arrangement with the relevant department to cover partially or fully the M&F tuition and related fees.

If a PhD student makes good-faith efforts to secure such awards but fails to do so, they may appeal to the Dean of the relevant school to request a similar cost-sharing arrangement. The Dean makes final decisions on whether such appeals are granted.

Nothing in this side letter will be construed to undermine current practices of Schools that cover such costs.

The parties agree that this Side Letter is not subject to the Agreement's Grievance and Arbitration provisions.

**Side Letter: Between Student Workers of Columbia - UAW and Columbia University**

**January 6, 2022**

The Union and the University shall make matching contributions of \$500 (five hundred dollars) at the start of each semester to The Food Pantry at Columbia. The Food Pantry can use these funds for the exclusive purpose of purchasing food items for distribution.

**Side Letter: Between Student Workers of Columbia - UAW  
and Columbia University**

**January 6, 2022**

Upon the ratification of this Agreement, the Union agrees to withdraw with prejudice any and all Unfair Labor Practice Charges filed against the University with the NLRB, including case Nos. 02-CA-283546, 02-CA-286589, and 02-CA-287736.

**Side Letter: Between Student Workers of Columbia - UAW  
and Columbia University Regarding Transitional Funding for Change of  
Academic Advisor Situations**

**January 6, 2022**

**The University is willing to adopt the following program for the benefit of PhD students, as students. The University is bargaining over these issues on a permissive basis.**

The Office of the Provost will appoint a Transition Coordinator to support this program for PhD students who believe that their relationship with their academic advisor is unhealthy, or characterized by discrimination, harassment, other inappropriate behavior, or behavior that violates University policy.

This program is not intended to address issues related to a student's academic performance or to appeals of academic decisions, for which there are established processes in each School.

1. A PhD student can access this program at any time. The Transition Coordinator will collaborate with a School-based Coordinator appointed by the relevant School Dean.
  - a. The Transition Coordinator and the School-based Coordinator will consult with the impacted student. The student may bring an advisor of their choice to the meeting(s).
  - b. The Transition Coordinator and the School-based Coordinator will perform an assessment of the situation.
  - c. The two Coordinators will jointly determine whether a change in academic advisor is warranted or whether the issue may be addressed in another manner, and develop a plan of action. In making this determination, the Coordinators will keep in mind the student's educational aims and needs foremost at all times.
  - d. A determination that a change in academic advisor is warranted should not be interpreted as a determination that either party is at fault.
  
2. In circumstances where a change of academic advisor is warranted, the relevant school will provide guaranteed academic advisor-independent transitional funding for up to one full semester. This funding will allow the PhD student to identify another academic advisor who will be willing to supervise their work, in accordance with the provisions below.
  - a. The Transition Coordinator and the School-based Coordinator will work with the relevant parties to put the transitional funding in place.
  - b. The PhD student's original advisor may ask the student to wrap-up/hand-off their duties (i.e., train new students, finalize/compile data and other materials, etc.). In cases where the PhD student does not agree to the terms of the requested wrap-up/hand-off duties, the Transition Coordinator and the School-Based Coordinator will work with the PhD student and the academic advisor (separately, if the student wishes) to facilitate a workable arrangement.



- c. If a PhD student finds a new academic advisor before the end of the semester, and funding is not immediately available from the new academic advisor, the student will continue to be funded by the transitional funding through the remainder of the semester, if needed.
3. In situations where the plan of action does not include a change in academic advisor, the Coordinators will ensure that appropriate oversight and academic support for the plan is in place. PhD students who are not satisfied with the determination of the Coordinators may make a written appeal to the Dean of the appropriate School, and/or the Provost or their designee.
4. The University will provide protection from retaliation for PhD students accessing this program.
  - a. The Transition Coordinator will inform all PhD students using this program of the University's retaliation policies and proactively and periodically reach out to these students throughout and following the transition. If retaliation is occurring, the Transition Coordinator will provide students support in reporting any misconduct through appropriate University processes.
  - b. All academic advisors and other faculty will be instructed that retaliation against students who access this program is strictly prohibited. Individuals found to have engaged in retaliation will be subject to sanctions.
  - c. The Transition Coordinator and the School-based Coordinator will work with department or program leadership to provide avenues for the PhD student to find alternative letter writers and references, if desired.
5. The University is committed to leveraging insight from this program to help address problematic academic advising on a continuous basis, with the goals of understanding academic advisor switches and developing appropriate responses to troubling patterns and behaviors brought to light by this program.

No later than twelve (12) months following ratification of this Agreement, the University including the Provost Transition Coordinator shall meet with the Union to discuss the effectiveness of these processes.

6. As this program is being provided for the benefit of PhD students, as students, nothing in this program shall be subject to mandatory bargaining, grievance or arbitration.

**Side Letter: Between Student Workers of Columbia - UAW  
and Columbia University**

**January 6, 2022**

A failure to achieve or a withdrawal by either side of a bargaining demand on any subject shall be without prejudice, and may not be cited or referred to in any subsequent proceeding.

**Side Letter: Between Student Workers of Columbia - UAW  
and Columbia University**

**January 6, 2022**

If Student Workers of Columbia - UAW ends the strike by 12 noon on January 7, 2022, (i) Student Employees will be placed in the positions for the upcoming semester that they would have held had there been no strike and (ii) schools and departments will identify and make available to returning strikers opportunities for make-up work consistent with program needs, and that work will be paid at rates consistent with the pay for the Student Employee's position.

The parties agree that this Side Letter is not subject to the Agreement's Grievance and Arbitration provisions.

**Side Letter: Between Student Workers of Columbia - UAW  
and Columbia University**

**January 6, 2022**

Subject to the University's management and academic right to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Student Employees, it is not the intent of the University to hire casual employees in a manner that would undermine the Collective Bargaining Agreement.

**Side Letter: Between Student Workers of Columbia - UAW  
and Columbia University**

**January 6, 2022**

It is the University's understanding that a proposed policy that addresses potentially abusive or intimidating behavior will be drafted. The University envisions presenting that proposal to the University Senate no later than April 2022. The University has every reason to believe that the Senate will act on the recommendation of the Anti-Bullying Working Group in an expeditious manner. Upon request, the University will update the Union on the status of the development and implementation of the policy.

**THIS AGREEMENT IS SUBJECT TO RATIFICATION BY BOTH SIDES.**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representative thereunto duly authorized on this \_\_\_<sup>th</sup> day of January 2022.

Agreed to:

THE TRUSTEES OF  
COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK

SWC,  
INTERNATIONAL UNION,  
UAW, AFL-CIO

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

Negotiating Committee

Negotiating Committee

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