

Student Workers of Columbia (SWC-UAW) Contract Update

Spring 2022

Presented by

The Office of the Provost | The Graduate School of Arts and Sciences | Columbia University Human Resources

About the SWC-UAW Contract

Scope and Implications

- What does student employee unionization mean?
- How does unionization affect work relationships with student employees?
- Who is covered by the contract?

Contract Provisions

Questions

Scope and Implications

What does student employee unionization mean?

- Wages, terms and conditions of employment are governed by the contract
- University maintains all of its academic discretion and authority

How does unionization affect work relationships with student employees?

- Formalizes many existing practices
- Provides new benefits
- Imposes process on actions related to Student Employee job performance
- Decisions about academic standing or dismissal remain at the University's sole discretion

What does student employee unionization mean?

What is covered under a union contract?

Wages, terms and conditions of employment are collectively bargained for and agreed to in a contract between the University and the Union. The University cannot make changes to those terms without agreement from the Union.

What remains at the University's discretion?

The University maintains the right to make all decisions affecting the University consistent with its educational and research mission, its *management and academic rights*, including the right to:

- determine who is taught, what is taught, how such content is taught, and who delivers the instruction
- assign, supervise and evaluate Student Employees.
- exercise sole authority on all decisions involving academic matters and academic standards

Who is covered by the contract?

- **Student employees who provide instructional services**, including Teaching Assistants, Teaching Fellows, Preceptors, Readers, and Teaching Assistant IIIs
- **Student employees appointed as Graduate Research Assistants** (including those compensated through Training Grants) and **Departmental Research Assistants**

How will this affect my working relationship with Student Employees?

- **The agreement with the Union formalizes many existing practices. But it is important to be aware of what has been formalized, including:**
 - Timing and content of appointment letters
 - Time off and Scheduling (Holidays, Vacations, Leaves, Parental Scheduling Requests)
 - Addressing employment-related disruptions experienced by international student employees
 - Training required to undertake responsibilities
 - Reimbursement for travel and work-related materials

How will this affect my working relationship with Student Employees?

- **The agreement with the Union adds some new benefits:**
 - PhD Compensation (new minimum support levels and annual increases across the University)
 - Minimum annual increases for other Student Employees
 - Benefits for PhD Students (increases in Child Care Subsidy, Dental Benefits in AY 2022-23)
 - Benefits for other Student Employees (Access to Health Care Reimbursement Funds, Access to Transit/Parking Reimbursement Program)

How will this affect my working relationship with Student Employees?

- **The agreement with the Union imposes process on actions related to Student Employee job performance. Student Employees may only be disciplined or discharged (terminated before the end of an appointment) with just cause.**
 - Examples of job performance issues that may be subject to discipline and discharge, and which constitute just cause: 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.
- **Decisions about academic standing or dismissal remain at the sole discretion of the University.**
 - Examples of academic performance issues: failure to make satisfactory progress, academic dishonesty, and quality of research or teaching.

Consult with Labor Relations before taking any job-related disciplinary action with a Student Employee.

Contract Provisions and EOAA

- Workload
- Workspace and Materials
- Appointments
- Employment Files
- Discipline and Discharge
- International Employees
- Compensation: PhD, Master's and Undergraduates on Appointment, Casuals
- Health Funds
- Parental Benefits
- Time Away from Work: Vacations/Personal Days, Leaves, Holidays
- Union Membership
- Union Activity/Access
- Grievance and Arbitration
- EOAA: Overview, Summary of Changes to EOAA Procedures, Arbitration and External Mediation
- Anti-Bullying
- Transitional Support

Workload Expectations

Consistent with long-standing University policy, Student Employees work no more than **twenty (20) hours** per week over the course of a semester, with 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 on working a specified number of hours.

- The work of a Student Employee performing research may overlap with the academic work of the student in the degree program
- Specific hours worked each week will fluctuate due to the nature of the work
- Required work schedules must be reasonable, and related to instructional or research needs

Workspace and Materials

The University will provide Student Employees with the workspace and materials *required to perform assigned duties*.

Student Employees shall be notified at least 30 calendar days before their workspace is changed, where practicable.

Appointments

What are the requirements for appointing Student Officers?

- **Appointment Letters:**

Shall be provided no later than **thirty (30) calendar days** before the start of the appointment, whenever possible, and no later than the start date of the appointment.

- **Notice of Appointment:**

PhD Student Employees who are beyond their years of guaranteed funding will be notified of a funded appointment 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.

Appointments

What should be included in the appointment letter?

Content of Appointment Letter

1. **Title.** Appointment title
2. **Dates.** Beginning and end dates of the appointment
3. **Unit.** Hiring unit and contact
4. **Terms.** General terms of the appointment, including tuition remission, stipend, and/or remuneration for services
5. **Supervisor.** Name of the anticipated supervisor
6. **Scope.** The **general** scope of the anticipated responsibilities of the appointment, including, at the hiring unit's discretion, the estimated weekly hours
7. **Notice of Agreement.** Notice that the appointment is covered by this agreement

Employment Files

What happens when a Student Employee requests access to their employment file?

The University is obligated to provide a Student Employee access to their employment file within ten days of a written request, and a copy of the materials in the file within a reasonable amount of time after a written request.

What is an employment file under the contract?

Any documents maintained by the University reflecting a Student Employee's appointment, revision or termination of such appointment, appointment related evaluations, and disciplinary action related to such appointment. It does not include documents related to academic status (grades, academic progress, etc).

Documents related to academic standing, including evaluation of the quality of teaching or research are NOT employment file documents.

Discipline and Discharge

Just Cause - The discipline or discharge of a Student Employee shall be only for just cause, and not capricious or arbitrary, and relate 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. Discharge means termination of an appointment before it would otherwise have ended.

Academic Decisions - 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 sole discretion of the University and shall not be subject to grievance or arbitration. Discipline does not include critical or negative performance evaluations.

Process - Before suspension or discharge, a conference will be held with the Student Employee and their supervisor. A Student Employee has the right to request union representation at this conference.

Consult with Labor Relations before taking any job-related disciplinary action with a Student Employee.

International Employees

- **Immigration Delay** - Reasonable efforts shall be made 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.
- **Re-Employment** - If a change in Immigration Status interrupts work, reasonable efforts shall be made to re-employ the Student Employee once they have obtained work authorization or an immigration status that lawfully permits them to work as a Student Employee.
- **Reasonable Time Off** - Reasonable time off without loss of pay in order to attend visa and immigration proceedings for themselves or their spouse or children.
- **Best Efforts** - The University and the Union will use best efforts to assist Student Employees that are barred from entering the US through no fault of their own. The employing academic unit will make best efforts to timely complete work authorization documentation for which it is responsible.

None of these provisions are subject to grievance or arbitration.

Compensation

PhD Students

What are PhD students paid under the contract?

- The Agreement sets a minimum total support level applicable to PhD students on appointment (as a TA, DRA, GRA, etc.) across all schools and programs.
- Minimum support rates vary based on whether a PhD student is in a program that provides 12-month or 9-month support.
- Total support levels for PhD students **not** on appointment should be 2% less than the total support level applicable to such students when on appointment.
- Summer stipend rates through Summer 2025 have been agreed in a side letter to the contract. Departments retain the discretion to provide incremental summer support to their students.

Compensation

PhD Students

What are the minimum support rates for 2021-22?

On Appointment: Minimum total compensation rates for PhD students in funded years on appointment for this academic year 2021-22 are:

- **\$44,000** for those on 12-month appointments
- **\$38,500** for those on 9-month appointments (\$33,000 + \$5,500 summer stipend)

Not On Appointment: Stipend support rates for PhD students in funded years who are not on appointment for this academic year are 2021-22:

- **\$43,137** for those supported on a 12-month basis
- **\$37,853** for those supported on a 9-month basis (\$32,353 + \$5,500 summer stipend)

Annual Increases: Minimum compensation rates increase at least 3% per year.

Compensation

Master's and Undergraduates on Appointment

What should other students on appointment be paid?

Academic Year 2021-22: The contract does not set a minimum rate for compensation for Master's and undergraduate students on appointment (i.e., as a TA, Reader, or TA-III), but sets an increase for this academic year of no less than 5% of the prevailing pre-contract rate, or \$100, whichever is greater.

Annual Increases: Minimum total compensation rates increase at least 3% per year.

These rate increases also apply to appointed non-PhD doctoral students, and to appointed PhD students beyond their guaranteed years of support.

Compensation

Casual Workers

Minimum hourly rates for hourly student casuals who perform instructional and/or research work:

- Effective January 17, 2022: **\$21/hour**
- Effective August 1, 2022: **\$21.50/hour**
- Effective August 1, 2023: **\$22/hour**
- Effective August 1, 2024: **\$22.50/hour**

These rates apply to student casuals who perform instructional or research work and are in the bargaining unit. In addition, the University has elected to compensate at these same rates all casual workers performing instructional or research work, or administrative work directly supporting instruction or research.



Health Funds

Student Employees (PhDs, Master's and Undergraduates) and their covered dependents may apply for reimbursement of any out-of-pocket medical, dental, and vision expenses.

Student Employee Support Fund:

AY21/22: \$300,000

- Effective August 15, 2022: \$350,000
- Effective August 15, 2023: \$375,000
- Effective August 15, 2024: \$400,000

Student Employee Dependent Support Fund:

AY21/22: \$150,000

- Effective August 15, 2022: \$175,000
- Effective August 15, 2023: \$200,000
- Effective August 15, 2024: \$225,000

The University and SWC are discussing the process for applying for reimbursement; more information will be provided when available.

Parental Benefits



Additional Funding Eligibility for Parental Accommodation

The contract incorporates the existing Parental Accommodation policy and adds an additional semester of **funding eligibility** for PhD Student Employees who are granted a Parental Accommodation (12-week leave).

Child Care Subsidy

The contract incorporates the existing child care subsidy available to all PhD students in their funding-eligible years. It sets a new rate for this academic year and subsequent years and expands eligibility from children under the age of 5 to children under the age of 6 who are not yet attending kindergarten:

- \$4,500 per child for AY21-22
- \$5,000 per child for AY22-23
- \$5,000 per child for AY23-24
- \$5,500 per child for AY24-25

Scheduling Requests

PhD students performing instructional services may submit requests for class scheduling preferences based on their caretaking responsibilities.

Vacation/Personal Days

- **Vacation Accrual**

- **12-month Appointments** - Student Employees on 12-month research and teaching appointments are entitled to ten (10) days of vacation time per year without loss of compensation. For Student Employees on research appointments, vacation must be approved in advance by the advisor or PI.
- **Teaching Appointments - Academic Year** - Student Employees who hold teaching appointments for two consecutive semesters in an academic year are entitled to eight (8) days of vacation time per year without loss of compensation. **For Student Employees on teaching appointments, vacation shall be taken during academic breaks or as otherwise mutually agreed to by the student employee and a supervisor** (the faculty instructor or lead course coordinator)

- **Personal Days**

1 per semester (fall, spring, summer) earned when on appointment; must be used in the semester it is earned.

- **No carryover**

Vacation time not taken within the academic year will be forfeited.

Contact Labor Relations with any questions about vacations or personal days for Student Employees.

Leaves

- **Parental Accommodation** - All PhD Students continue to be eligible for the existing Parental Accommodation.
- **Jury Duty** - Student Employees are eligible for leaves for Jury Duty in accordance with all applicable laws.
- **Bereavement** - Up to 3 days without loss of pay or benefits, and a longer period if approved as appropriate by supervisor.
- **Personal Leave** - Unpaid personal leave available per University's policies.
- **Sick Days** - Reasonable number of sick days not less than NYC and State laws require (56 hours).
- **Sick Leave** - Student Employees on a salaried appointment may request 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 any applicable terms and conditions of an external funding source. A Student Employee must provide medical documentation to support the need for such leave. Such requests shall not be unreasonably denied.

The Union Agreement does not change the leaves already available to Student Employees, with the exception of a sick leave of up to two (2) weeks. Contact Labor Relations with any questions about Student Employee leaves.

Holidays

Holidays: 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 (CUIMC Campus)
- Memorial Day
- Independence Day
- Labor Day
- The Day before Election Day (Morningside Campus)
- Election Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Union Membership

Student Employees have a choice of whether or not to join the union. If Student Employees elect to join the union, they are required by the union to pay union dues.

The terms of the contract apply to all Student Employees in the bargaining unit, regardless of their union membership status.

Union Activity/Access

- **Union Activities**

Union activities shall not interfere with the operations of a department, office, or lab.

- **Union Access**

A representative of the Union shall have reasonable access to appropriate offices of the University for the purpose of administering the Agreement.

- **New Hires**

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

Grievance and Arbitration

A Student Employee or the Union may file a grievance claiming a violation of some provision in the contract. Grievances are handled as follows:

- **Step 1.** Initial informal discussion between Student Employee and supervisor or Department Chair
- **Step 2.** Written grievance filed with the Dean or Designee. The Dean may hold a meeting within 10 days of filing, and then must issue a written response within 10 days of the meeting.
- **Step 3.** Appeal to Head of Labor Relations or Designee. The Head of Labor Relations shall conduct a meeting within 10 days and provide a written response within 10 days of the meeting.
- **Step 4.** If the Parties are unable to resolve the grievance, the grievance may be appealed to Arbitration by the Union or the University.

Labor Relations must approve all suspensions and involuntary discharges.

EOAA Overview

What does EOAA Do?

- EOAA works to prevent and respond to discrimination and harassment at Columbia.

EOAA Policies:

- Prohibit discrimination, harassment, and retaliation;
- Prohibit romantic and sexual relationships between people who hold institutional power and those who are subject to that power (e.g., faculty/students; supervisors/supervisees);
- Outline mandatory reporting requirements for faculty and staff:
 - All faculty and staff must report discrimination, harassment, and retaliation involving students;
 - Managers/supervisors must take steps to stop and report discrimination, harassment, and retaliation involving employees.

EOAA's Procedures:

- When EOAA receives reports that faculty or staff have allegedly engaged in prohibited discrimination, harassment, retaliation, prohibited relationships, or have failed to report misconduct, EOAA has procedures in place to resolve the complaints.

Summary of Changes to EOAA Procedures

For **ALL PARTIES**:

- During an investigation, investigators will record interviews with parties and witnesses.
- Additional grounds for appeal for both parties.

For **APPEALS** of cases that involve students:

- Appeals will be reviewed by an external appellate officer.

Arbitration and External Mediation

Arbitration and external mediation of an EOAA proceeding is **solely** between the Union and University.

- Faculty and staff members are not party to an arbitration or external mediation.
- An arbitrator or external mediator has no jurisdiction over any faculty or staff member.
- An arbitrator or external mediator cannot impose sanctions on, or require the University to impose sanctions on, any faculty or staff member.

When can an EOAA matter be taken to arbitration or external mediation?

- In the majority of cases, 75 days after a complaint was filed with EOAA or after an appeal.
- In Title IX cases, only after EOAA's Interim Title IX procedures and appeal have been completed.

Anti-Bullying

An Anti-Bullying Working Group, composed of faculty, administrators, postdocs/ARSs, and graduate students, is currently working to develop recommendations on an Anti-Bullying Policy.

The University anticipates sharing the recommendations this academic year.

Transitional Support for Change in Academic Advisor

- 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, may apply for support from this program. This funding is not meant to support students who have failed to meet academic standards or requirements.
- PhD students may request a meeting with the Provost's Transitional Coordinator, Vice Provost Julie Kornfeld, and their School-Based Coordinator (named by each school).
- If a change is warranted, the University will provide transitional funding for up to one full semester, while the student identifies another advisor willing to supervise their work.
- This program shall not be subject to mandatory bargaining, grievance, or arbitration.

Q&A

Please send additional questions to studentbenefits@columbia.edu

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