

Mutually Agreed-Upon Terms

(1) The Graduate Workers of Columbia-UAW (GWC-UAW) and Columbia Postdoctoral Workers of Columbia-UAW (CPW-UAW) and Columbia have agreed to negotiate in good faith toward initial collective bargaining agreements covering student Teaching and Research Assistants and Postdoctoral Fellows (and related employees).

(2) Columbia will recognize the Graduate Workers of Columbia-UAW (GWC-UAW) and the Columbia Postdoctoral Workers-UAW (CPW-UAW) as the exclusive bargaining representatives on rates of pay, wages, hours of employment and other conditions of employment for the individuals included in the two respective NLRB-certified bargaining units.

(3) The GWC-UAW and CPW-UAW agree that any collective bargaining agreement to be negotiated with Columbia must not infringe upon the integrity of Columbia's academic decision-making or Columbia's exclusive right to manage the institution consistent with its educational and research mission.

(1) Pros: This is our first victory after the election. The administration reversed its strategy and our primary demand is being met: Columbia recognizes our union, an unprecedented concession after 17 years of fighting academic worker unions at Columbia. If Columbia does not bargain in good faith the framework would be void and we could act accordingly.

If we vote no to this currently proposed framework Columbia will likely continue its legal opposition to our union. In the future, we may have to use all the tools at our disposal, including potentially organizing a strike, simply to get Columbia to the bargaining table.

Cons: We did not have a direct voice in drafting this framework. Columbia circumvented our Bargaining Committee by going directly to UAW leadership. There is no guarantee, but Columbia could renew its proposal even if we reject this proposal. Our overwhelming vote to unionize and the grad worker strike made the administration concede. We could try to get Columbia to bargain without restrictions on striking.

(2) Pros: We retain the right to negotiate over rates of pay, wages, hours of employment and "other conditions of employment".

Cons: Columbia's administration again attempts to muddy the line between postdocs and graduate workers by offering one proposal to two different unions, valid only if both approve it.

(3) Pros: This kind of agreement is standard higher-ed union contracts. What counts as "academic" is still subject to bargaining with Columbia. We define the limits of "the integrity of Columbia's academic decision-making or Columbia's exclusive right to manage the institution" in the bargaining process.

Cons: None.

(4) The GWC-UAW and CPW-UAW and Columbia agree that any grievance and arbitration processes contained in any collective bargaining agreement must accord deference to Columbia's right to control academic concerns and issues.

(5) The GWC-UAW and CPW-UAW agree that Columbia must maintain the integrity of its Equal Opportunity and Affirmative Action (EOAA) processes, regardless of any collective bargaining agreement. The GWC-UAW and CPW-UAW and Columbia also recognize that the unions can play a constructive role in advocating for or representing survivors of sexual assault and harassment and other forms of discrimination and may negotiate for additional procedures available to members of the bargaining units, provided they do not undermine the integrity or conflict with the University's processes.

(6) The GWC-UAW and CPW-UAW and Columbia also agree that while the Unions will serve as exclusive bargaining agent for individuals in the bargaining units on matters of rates of pay, wages, hours of employment and other conditions of employment, elected student councils, associations and societies (such as the Postdoctoral Society) will continue to serve as representatives of their constituencies on academic and governance issues.

(7) Columbia and the GWC-UAW and CPW-UAW will commence bargaining on contracts covering student assistant and postdoctoral researcher bargaining units no later than February 25, 2019.

(4) Pros: See 3. above. Columbia agrees that we can negotiate additional grievance procedures, and what counts as "academic concerns and issues" will be defined in bargaining.

Cons: None.

(5) Pros: We retain the right to negotiate over "additional procedures" to strengthen protections against sexual harassment. It is normal for universities to maintain their legally-required EOAA processes under Title IX alongside a union contract providing other procedures. How strong the procedures are will be subject to negotiation.

Cons: None.

(6) Pros: Columbia agrees to keep current organizations for postdocs, such as CUPS and OPA, in place.

Cons: None.

(7) Pros: Columbia recognizes our union and negotiations start in February. This framework is the quickest route to bargaining. 3 months gives our bargaining committee, and the union at large, enough time to prepare and approve thoughtful initial proposals for negotiation.

Cons: None.

(8) Columbia and the GWC-UAW and CPW-UAW agree that this framework is intended to promote good-faith bargaining toward initial contracts. To that end, the GWC-UAW and CPW-UAW, on behalf of its members, agents and affiliated entities, agrees that it and they shall not authorize or condone any strike, sympathy strike, work stoppage, slowdown, or other interference with Columbia's operations by employees covered by this Agreement until April 6, 2020 at the earliest.

(9) This framework will go into effect if it is accepted by the GWC-UAW and CPW-UAW no later than Wednesday, November 28, 2018, after which it will be considered null and void. Within three business days of acceptance, Columbia will withdraw its request for review in the postdoctoral case pending before the NLRB and recognize both certified units referenced in paragraph 2.

(10) By agreeing to this Framework Agreement, neither Columbia nor the GWC-UAW nor CPW-UAW alters in any way or waives any existing right or positions under applicable law, nor will either assert against the other a claim that such action constitutes a waiver of any existing right or position.

(8) Pros: Our potential to strike in April 2020 gives us power and a built-in deadline for an agreement. The strike deadline (~14 months) is in line with the normal length of a first contract negotiation, typically at least a year. We can use the April 2020 deadline to ensure that we win a fair contract in a timely manner. In addition, there are alternatives to striking that we can use before April 2020 to exert pressure on Columbia.

Cons: The threat of a strike is an essential tool for bargaining a fair first contract, without it, the administration is under less pressure to bargain in good faith. We should never give up the right to strike, even for a short period of time.

(9) Pros: Columbia drops their request for review in the postdoc NLRB case, preserving postdocs' and graduate employees' right to unionize nationally. *No private university has ever agreed to drop legal action of this kind, it is a major concession.*

Cons: This is a take it or leave it framework and the deadline of November 28th forces us to make a rushed decision.

(10) Pros: We have many options to make our voices heard and enforce the agreement such as demonstrating, reaching out to the media, collecting signatures, and calling a strike authorization vote.

Cons: We only have the administration's word for bargaining in good faith. There is no clear legal enforcement of this commitment.