

FRAMEWORK AGREEMENT
BETWEEN THE UAW AND COLUMBIA UNIVERSITY
November 19, 2018

Mutually Agreed 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.
- (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.
- (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.