

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

AND

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

July 1, 2020 – June 30, 2023

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**ARTICLE 1
RECOGNITION**

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

The bargaining unit shall accordingly be defined as follows:

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

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

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

**ARTICLE 2
APPOINTMENTS**

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

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

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

- A. *Associate Research Scientists/Scholars*, as defined in the current Faculty Handbook, may be appointed for a term up to twelve (12) months, which is renewable. A longer period of appointment may be offered by the University. If an associate research

scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (3) months prior to the end of the appointment term, where possible.

- B. *Postdoctoral Research Scientists/Scholars*, as defined in the current Faculty Handbook, may be appointed for a term up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. The total duration of an individual's postdoctoral service may not exceed five years, including postdoctoral service at other institutions. If a postdoctoral research scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (3) months prior to the end of the appointment term, where possible.
- C. *Postdoctoral Research Fellows*, as defined in the current Faculty Handbook, may be appointed for a term of up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three (3) years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. In contrast to postdoctoral research scientists and scholars, who are paid a salary, these officers usually receive fellowship stipends.

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

Section 5: An appointment letter shall include: 1) appointment title, 2) beginning and end dates of the appointment, and a statement that the position is renewable (if applicable) 3) salary and/or stipend, 4) name of the anticipated supervisor, 5) department or academic/research unit, 6) contact information for departmental administrator, 7) anticipated work location, 8) brief summary of anticipated responsibilities, 9) notice that the appointment is covered by this agreement, with a URL for the agreement, and 10) URL for benefit information.

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

ARTICLE 3 BENEFITS

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

ARTICLE 4 CHILDCARE

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

ARTICLE 5 COMPENSATION

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

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

Section 3: Effective July 1, 2021, if an Employee's salary or stipend is at or above the minimum level set forth below, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than two and one-half percent (2.5%).

Section 4: Effective July 1, 2022, if an Employee's salary or stipend is at or above the minimum level set forth below, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than two and one-half percent (2.5%).

Section 5: The provisions of this Article shall not apply to any Employee appointed on a grant that restricts that employee's remuneration to only the pay received from the grant.

Section 6: When the requirements of the sponsoring agency exceed the terms of this Article, the requirements of the sponsoring agency shall control all salary/stipend adjustments.

Section 7: If the University provides a supplement to a Fellow such that the Fellow's total salary exceeds the minimums below, continuance or discontinuance of the supplement is at the sole discretion of the University, unless the supplement is necessary to meet the salary requirements of this article.

Section 8. If a Postdoctoral Research Scientist/Scholar with the prior approval of their Department Chair, Director, and/or Dean, seeks and is awarded an extramural grant resulting in a change of title to Postdoctoral Research Fellow, the University shall provide a supplement such that the total compensation paid to the Fellow is at least equal to the Fellow's compensation rate prior to the award.

Section 9: Compensation shall not be reduced solely as a result of this Agreement.

The minimum annual compensation for the below classifications effective July 1, 2020, shall be as follows:

	<u>Minimum</u>
Associate Research Scientist/Scholar	\$66,100
Postdoctoral Research Scientist/Scholar	\$60,000
Postdoctoral Research Fellow	\$60,000

Section 10: The University shall create a ratification lump sum fund equivalent to two (2%) percent of FY20 payroll for all Employees on payroll as of the date of this Agreement. The fund will be distributed proportionally as directed by the Union among Employees who are at or above the new (July 1, 2020) minimums, or who are less than three and one-half percent (3.5%) below the new minimums. The lump sum percent rate for Employees who are less than three and one-half percent (3.5%) below the new minimums will be half the percent rate of Employees at or above the new minimums. The plan of distribution shall be presented in advance to the University and shall be fair, equitable and non-discriminatory. In no event shall the amount paid by the University exceed two (2%) percent of FY20 payroll for Employees. The lump sum will be paid within sixty (60) days following ratification of this Agreement.

ARTICLE 6 COPYRIGHT AND INTELLECTUAL PROPERTY

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

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

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

ARTICLE 7 DISCHARGE AND DISCIPLINE

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

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

Section 3: Copies of all written warnings are to be sent to the Employee and the Union with a copy to the Steward.

Section 4: In cases of discharge where an international employee's current visa status may be affected, the Union and the University will use best efforts to expedite the grievance and arbitration process.

ARTICLE 8 EMPLOYMENT FILES

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

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

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

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

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

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

Section 7: Employment files contain records that are necessary and relevant for University business and are the sole property of the University. The files are kept confidential and are used

only for University business, by staff themselves, and when required by a lawful subpoena or by court order that has been properly served by one having the authority to do so. The University will notify the Employee of such a request when it is received.

ARTICLE 9 GRIEVANCE AND ARBITRATION

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

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

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

Section 1. Step One: Initial Informal Discussion

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

Section 2. Step Two:

- A. If the grievance is not resolved at Step One, the grievance shall be presented in writing and state pertinent facts of the claim as clearly and concisely as possible, including the term(s) of this Agreement that have been violated, the persons involved, the date(s), and the specific nature of the relief requested. The written grievance shall be signed by an authorized representative of the Union and filed with the Dean of the appropriate school or their designee, with a copy to the appropriate Department Chair and the Head of Labor Relations. Unless otherwise mutually agreed, the grievance shall be filed within thirty (30) calendar days after the Union or Employee became aware or should have been aware of the event(s) giving rise to the grievance.

- B. Within ten (10) calendar days of the filing of the grievance at Step Two, the Dean of the appropriate school or designee may conduct a meeting with the grievant and a representative of the Union in an effort to resolve the grievance.
- C. The University shall notify the Union representative of its response in writing within ten (10) calendar days after the meeting is held or after the filing of the grievance at Step Two if no meeting is held, whichever is sooner.
- D. If parties to the grievance are involved in any step listed above, the Union shall have the right to file with an alternate administrator who is not a party to the grievance as designated by the University.

Section 3. Step Three:

- A. In the event the response to the grievance in Step Two is unsatisfactory, the grievant or the Union may appeal to the Head of Labor Relations of the University, or their designee, within ten (10) calendar days of the Step Two response. Within ten (10) calendar days of the receipt of the written appeal, the Head of Labor Relations or their designee shall conduct a meeting with the grievant and the Union representative in an effort to resolve the grievance.
- B. The Head of Labor Relations or their designee shall provide the Union with a written response within ten (10) calendar days of the meeting.
- C. The University may present a grievance initially at Step Three by notice in writing addressed to the Union at its offices. The Union shall respond in writing to the University's grievance within ten (10) calendar days.

Section 4: Arbitration

- A. In the event the parties are unable to resolve grievances in the above procedure, the grievance may be appealed by the Union or University within thirty (30) calendar days after completion of Step Three to an impartial arbitrator for resolution, with copy to the other party. No individual Employee may appeal the denial of a grievance to arbitration.
- B. Selection of the Arbitrator: Grievances appealed to arbitration shall be heard by one of the following arbitrators who will serve on a rotating basis in the following order [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 Employee. The arbitrator shall have authority to interpret the terms of this Agreement and may not add to, subtract from, or modify the terms of this Agreement or to impact the employment terms of non-bargaining unit members.
- F. In deference to the University's Management Rights, no action taken by the University pursuant to its Management Rights shall be subject to the grievance or arbitration procedure unless the action violates an express provision of this Agreement.
- G. The expenses and fees of the arbitration shall be shared equally by the Union and the University.

Section 5: Timelines

- A. Should the University fail to respond within time limitations herein, the grievant and/or Union shall have the right to proceed to the next step.
- B. Failure to abide by the time limitations herein shall preclude any subsequent filing or processing of the grievance and shall constitute an abandonment of the issue giving rise to the grievance.
- C. The parties may agree in writing to extend the timelines at any step of the grievance procedure.
- D. The parties may agree to consolidate multiple grievances into one arbitration hearing.

ARTICLE 10 HEALTH AND SAFETY

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

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

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

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

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

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

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

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

Section 9: A joint advisory Health and Safety Committee will be established. In the first year, the Health and Safety Committee will meet at least three (3) times and thereafter will establish a mutually agreed meeting schedule. Its function will be to provide feedback and recommendations to the University in relation to health and safety issues. The Union may designate up to three (3) representatives to the Health and Safety Committee. Members will be allowed reasonable time to participate in such meetings without loss of pay, so long as participation does not unreasonably interfere with the performance of their regular job duties.

ARTICLE 11 HOLIDAYS

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

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
President's Day (Medical Center Campus only)
Memorial Day
Independence Day
Labor Day
Election Day
Thanksgiving
Day after Thanksgiving
Christmas Day
Two (2) days selected by the University during the Christmas/New Year Season

Section 2: Personal Days

In addition to the above holidays, Employees shall be entitled to three (3) personal days, except at the Medical Center campus where Employees shall be entitled to two (2) personal days, but shall be entitled to President's Day as a paid holiday.

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

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

ARTICLE 12 INTERNATIONAL EMPLOYEES

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

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

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

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

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

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

ARTICLE 13 JOB POSTING

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

ARTICLE 14 JOINT UNION-MANAGEMENT COMMITTEE

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

ARTICLE 15 LEAVES OF ABSENCE

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

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

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

Section 2: Medical Leave:

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

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

- A. Birth Parent Leave: A full-time Employee who is pregnant is entitled to a medical leave of absence, according to the policies described above, for the period surrounding the birth of their child during which their doctor certifies that they are unable to work (typically six (6)-eight (8) weeks postpartum).
- B. Paid Parental Leave:
- a. Effective January 1, 2021, full-time Employees who have worked at Columbia University for a minimum of one (1) year and who become a parent of a newborn child or adopt (or foster) a child under the age of six (6) during the term of their appointment may be granted up to six (6) weeks of paid parental leave at full salary, unless such leave is explicitly restricted by an external source of funding for the Employee's compensation. The six (6) weeks of paid parental leave at full salary will run concurrently with, not in addition to, New York State Paid Family Leave. An Employee cannot be paid more than 100% of their salary.
 - b. To qualify for a leave, the Employee must assume significant and sustained responsibility for the care of the child and is expected to be the caregiver at least half-time during normal working hours throughout the period of the leave. This leave may be taken any time within the first twelve (12) months of the birth, adoption or foster placement of the child. The original source of the funding for the Employee's compensation will continue to be responsible for covering the compensation during the time of the leave.
 - c. After the period of parental leave at full salary, the Employee may take further leave as granted under Federal and New York State Laws, including the Family Medical Leave Act and the New York State Paid Family Leave Law, and/or University policies.
- C. New York State Paid Family Leave: The University shall comply with the New York State Paid Family Leave Law ("NYSPFL"). Under current NYSPFL, full-time Employees who have worked at least twenty-six (26) consecutive weeks are eligible for partial paid leave (up to ten (10) weeks in 2020 at 60% of the average weekly wage, up to the maximum benefit) to bond with their child during the first twelve months after the child's birth, adoption or foster care placement.
- D. Child Care Leave: Full-time Employees may request an extended leave without pay or with partial pay to care for a newborn or adopted child if they are the primary caregiver.

If the Employee does not perform any responsibilities during the leave, it is without salary. With the approval of the Principal Investigator, Department Chair or Director, Dean or Vice President, Human Resources and the Provost, the Employee may alternatively continue to perform a portion of their normal responsibilities on a leave with partial salary.

- E. The total period of birth parent leave (if applicable), parental leave, and child care leave may not exceed twelve (12) months.
- F. All leaves under this section count as use of time for which an Employee is eligible under FMLA and NYSPFL. FMLA and NYSPFL will run concurrently for any Employee who is eligible for both.

Section 4: Other Leaves:

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

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

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

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

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

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

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

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

ARTICLE 16 MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 17
NO STRIKE/NO LOCKOUT

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

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

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

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

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

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

ARTICLE 18
NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 19 PROFESSIONAL DEVELOPMENT

Section 1: The University and the Union agree that adequate opportunities for training and professional development are essential. The University will maintain support for training and professional development programs for Employees. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to Employees.

Section 2: **Individual Development Plan**

Employees are encouraged to develop an Individual Development Plan (IDP). If the Employee chooses to submit the IDP to their supervisor for discussion, the supervisor(s) will review the IDP, share their knowledge about available development opportunities with the Employee, and provide advice about possible revisions to the IDP as needed. The Employee and the supervisor(s) may engage in ongoing discussions regarding the IDP.

Section 3: **Performance Review**

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

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

ARTICLE 20 RESEARCH INTEGRITY

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

Section 2: The Union may raise the topic of authorship disputes for discussion in the Union Management Committee.

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

ARTICLE 21 SEVERABILITY

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

ARTICLE 22 TRAINING AND ORIENTATION

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

ARTICLE 23 TRAVEL

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

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

ARTICLE 24 UNION ACCESS, RIGHTS AND ACTIVITY

Section 1: A representative of the Union shall have reasonable access to appropriate offices of the University for the purpose of conferring with its stewards and/or Employees covered by this Agreement, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter upon the University's premises for this purpose, the representative shall advise the Director of Labor Relations and the head of the office or their respective designees, as the University shall state. Such visits shall not interfere with the operation of the department or office and shall not include access to areas of the University which are restricted due to safety, health, or privacy concerns (e.g. a lab which is designated as restricted space due to dangerous chemicals or elements being used in experiments, etc.).

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

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

Section 4: When a new Employee is hired, the appropriate unit officer or steward in the area shall be allowed fifteen (15) minutes without loss of pay to discuss union matters with such Employee.

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

Section 6: The University will allow a reasonable number of general membership meetings for CUIMC and Morningside Campus. Employees will be entitled to one (1) hour of release time to attend.

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

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

ARTICLE 25 UNION DUES

Section 1: The University shall deduct membership dues and initiation fees from the pay of all Employees who choose to be members of the Union. The Union will communicate the amount of such dues and initiation fees to the University.

Section 2: Within thirty (30) days of the effective date of the contract, the University shall begin deducting the initiation fee, pursuant to Section 1, and begin deducting dues semi-monthly from the paycheck of each member.

Section 3: The University shall deduct amounts semi-monthly from the pay of all dues-paying Employees whose written authorizations have been provided to the University authorizing it to make specific contributions to the UAW Voluntary Community Action program (VCAP).

Section 4: The dues and fees deducted under this article shall be transmitted to the Union within ten (10) working days after each payday for which deductions are made.

Section 5: If an Employee chooses not to be a member of the Union, the Employee shall be required as a condition of employment to pay a “fair share” to the Union. The amount of the fair share fee will be set by the Union in a manner consistent with legal requirements. Fair share fees will be deducted on a semi-monthly basis.

Section 6: The Union shall submit an electronic list of all changes to membership, fair-share payer status, and VCAP authorization, including the amount and written authorization with respect to any changes in the amount of an authorized VCAP deduction, prior to the deadline for the University to make such deductions, so that the University can make the appropriate deductions.

Section 7: If an Employee contacts the University to request that payroll deductions be ended, the University will promptly refer the Employee to the Union to process the request, and the Union shall promptly notify the University of the disposition of the request.

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

Section 9: The University may request to view, audit, or secure a copy of an authorization or authorizations for membership, if there is a dispute.

Section 10: The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as provided by the University to other unions at the University.

Section 11: 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.

ARTICLE 26 VACATIONS

Section 1: Full-time Employees shall earn two days of vacation for each month of appointment, up to a maximum of twenty-three (23) days, during their first twenty (20) years of full-time service and two-and-one-third days for each month, up to a maximum of twenty-eight (28) days, thereafter. Vacation time may not be accumulated beyond June 30 of the year following the one in which it was earned. An Employee may not receive pay in lieu of unused vacation except upon termination of appointment.

Section 2: Employees are expected to plan vacation time in consultation with their principal investigator, chair, director, or dean to ensure that they do not interfere with the programs of

their laboratory, department, school, institute, or center. Vacations days may be used as they are earned. Vacation requests will not be unreasonably denied.

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

ARTICLE 27 WORKLOAD

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

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

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

ARTICLE 28 WORKSPACE AND MATERIALS

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

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

ARTICLE 29 EFFECTIVE DATE AND DURATION

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing upon ratification and ending June 30, 2023.

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.

Side Letter: Between Columbia Postdoctoral Workers-UAW Local 4100
and Columbia University

- 1) Employees who believe that they have been subjected to potentially abusive or intimidating behavior should discuss their concerns with their immediate supervisor, human resources, or the compliance hotline.
- 2) Retaliatory treatment of any Employee for reporting such concerns in good faith is strictly forbidden.
- 3) The University is committed to ensuring a workplace free from abusive or intimidating behavior. Accordingly, within six (6) months after the ratification of this Agreement, the University shall convene a University-wide Working Group with representatives from various constituencies, including the CPW-UAW, 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 Employees.
- 4) The Working Group shall make any recommendations to the University for its consideration within six (6) months after the first meeting.