

Columbia Postdoctoral Workers Orientation Package 2020





CPW-UAW

A UNION FOR POSTDOCTORAL RESEARCHERS AT COLUMBIA UNIVERSITY



Welcome to Columbia University!

CPW-UAW Local 4100 is the union for Postdoctoral and Associate Researchers at Columbia University. We started in 2018 after 68% of researchers at Columbia voted in favor of forming a union, joining a growing movement of Academic workers unionizing across the country. Since then, a majority of researchers have been involved in different capacities, campaigning for higher salaries, equity and inclusion for all researchers, reaching out to political representatives, talking to our co-workers and much more. [You can check out a brief summary of our timeline here.](#)

In June 2020 we ratified our first contract with 99% in favor of 859 voters. Our contract includes major gains on priority topics for researchers at Columbia, like the highest postdoctoral salaries in NYC, six weeks of fully paid parental leave - for the first time ever for Postdocs and Associate researchers - in addition to 6-8 weeks of medical leave, strong protections against harassment and discrimination, and equity for Fellows, among many others. In addition, by codifying our conditions of employment in our contract we can for the first time enforce our rights equally across the university.

By becoming a member of the union, you help strengthen the voice of Postdocs and Associate researchers at Columbia and beyond. You can add your voice to the internal democracy of our union and help continue building this researcher-led organization to win more improvements for researchers at the university and nationally.

If you have any questions about your rights, or any problems related to your appointment please reach us out as soon as possible at columbiapostdocunion@gmail.com

You can find more information on our website: columbiapostdocunion.org and follow us on social media on Facebook: facebook.com/ColumbiaPostdocUnion and Twitter: [@CPWUAW](https://twitter.com/CPWUAW)

CPW-UAW Local 4100 Executive Board

In this package you will find:

- What we won in our first contract
- [Information about membership and membership dues](#)
- [Our Local Bylaws](#)
- [Our Collective Bargaining Agreement](#)

CPW-UAW

THE UNION FOR POSTDOCTORAL AND ASSOCIATE RESEARCHERS AT COLUMBIA UNIVERSITY



COMPENSATION

\$60,000 for Postdocs and \$66,100 for Associate Researchers, making Columbia Postdoc minimums the highest in NYC.



PROMOTING GENDER EQUITY IN ACADEMIA

Right to 6 weeks of fully-paid parental leave for both birth and non-birth parents available after one year of service.



EQUITY FOR POSTDOCTORAL RESEARCH FELLOWS

\$60,000 per year, as well as Fellow access to childcare benefits.



FIGHTING TO STOP DISCRIMINATION AND SEXUAL HARASSMENT

Including the right to appeal a University decision to a neutral arbitrator.



NEW RIGHTS FOR INTERNATIONAL POSTDOCS,

including various accommodations for visa and immigration-related issues.



LUMP SUM BONUS

for researchers already near or above the new minimum salary rates.



CONTRACTUALLY GUARANTEED INCREASES

of at least 2.5% in the 2nd and 3rd year of the agreement.



TAKING ON BULLYING

Unprecedented university commitment to work with CPW-UAW and others to develop policies and procedures to address bullying.

COLLECTIVE STRENGTH

CPW-UAW

Making Columbia a more equitable, and inclusive, and competitive research institution.

COLUMBIAPOSTDOCCONJUNION.ORG



WE ARE STRONGER TOGETHER

For the first time, we have a formal mechanism with teeth to enforce our rights: a legally-binding contract that includes a strong grievance procedure.

Membership in CPW-UAW 4100

Signing up as a member strengthens our collective voice as researchers. Consistent majority support enabled us to win major improvements in our first contract, and strong majority membership will likewise enable us to enforce our new rights, make further gains, and advocate more broadly on issues that are important to us. Signing up also makes our union more democratic because as a member you have the right to participate in the governance of your local union, through elections, votes, committees, and other processes.

Membership Dues

It takes resources to maintain a strong union and engage in effective representation. Dues provide such resources. Union members decide democratically how to spend our dues. Consistent with the UAW Constitution, our union will have regular membership meetings where financial reports and priorities are presented and discussed.

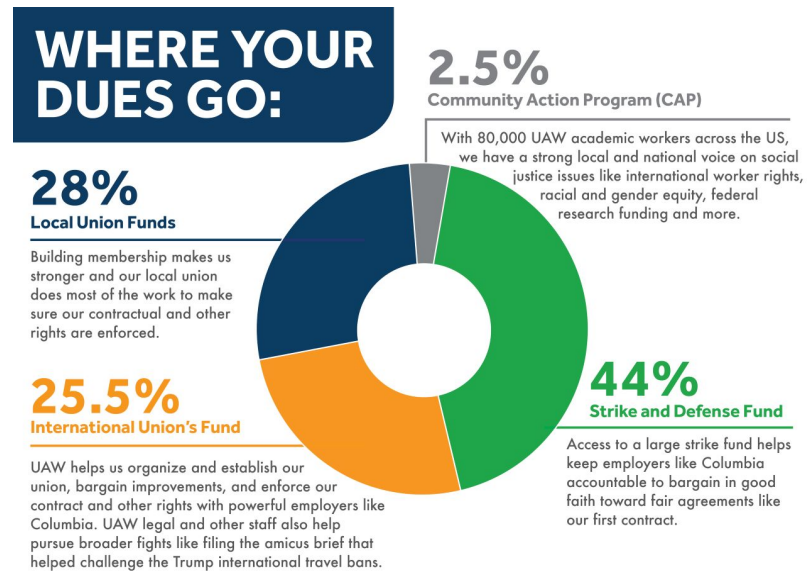
Most of the work of contract enforcement and representation is carried out and financed by our Union. A UAW Local Union like ours typically retains more than 1/3 of membership dues for such work, including:

- Educating employees about their rights and the union
- Supporting employees with problems or grievances and ensuring all terms of the contract are implemented.
- Paying for arbitration costs if a grievance cannot be resolved with the University
- Organizing events on relevant topics like visa/immigration rights, taxes, equity and inclusion in science, etc.
- Future contract negotiations
- Local Union advocacy efforts on public policy that supports research and researchers

An additional 1/4 of dues goes to the International UAW's General Fund, for contract enforcement and future negotiations, as well as new organizing campaigns. The remainder of dues goes to the UAW Community Action Program (3%) and UAW Strike and Defense Fund (44%, though as long as the fund stays over \$500 million, as it has for many years, Local Unions receive a "rebate" such that the Local retains about 37% of all dues money).

The portion of dues allocated to the International UAW supports Local Unions and members in a variety of ways, such as:

- Training support for grievance handling and internal organizing/outreach best practices;
- Access to support on legal issues or technical topics like health and safety or benefits;
- Support for new organizing campaigns (all the resources that helped us win our union and first contract were paid for by other UAW members over the last several years);
- A stronger political voice alongside 80,000 other UAW academic workers, who have in recent years effectively advocated on important issues for researchers, like increasing federal science funding, expanding Optional Practical Training for international scholars, including postdocs in the 2016 Obama-era overtime regulations, filing amicus briefs against the Trump travel bans, expanding the right to unionize for graduate and other academic workers, etc.



CPW-UAW Local 4100

Bylaws

Approved November 2020

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Preamble

Columbia Postdoctoral Workers-UAW Local 4100 brings together Columbia University's post-doctorate academic workers. We have joined together to form a union and collectively secure safer and more dignified working conditions. We are part of a broader movement of unionization of academic workers all around the country. As the first post-graduate union at a private university, we are proud to be part of the labor movement, with its rich history of struggles to improve conditions of workers. We know we stand on the shoulders of giants and we strive to continue this tradition.

As researchers, scholars and scientists, our intellectual and applied work strives to expand the boundaries of knowledge, promotes critical thinking and contributes to societal progress at large. We seek to create a space where intellectual work and independent thought flourish, where freedom of speech and academic integrity can prosper. We also promise to advocate for science and academia, and to participate meaningfully in political and legislative action.

As workers, we stand for a fair and dignified work life, free of insecurity; a safe and healthy workplace respectful of our individual and collective identities. We pledge to fight prejudice; to foster a workplace void of discrimination, harassment and bullying; to demand an academic environment that is equitable, just and inclusive.

As members of our union and organizers, we are here to secure rights and representation in an otherwise undemocratic workplace. We are committed to ensuring the full implementation of our contract; negotiating the best wages, improving health and pension benefits; preserving and expanding members' career opportunities; administering all union funds for the benefits of the membership at large; and protecting employees against any employer transgression and discrimination.

The present bylaws are the rules and regulations put in place by the membership to achieve our objectives. We strive to be a democratic, open and transparent organization, and by the mechanisms presented in this document, we hope to equip ourselves with an operable, flexible, empowering structure to harness our collective powers. As a matter of principle, it is the membership that governs our union. We also note that no regulations nor structures can replace organizing, sole guarantee of a fully consultative and meaningful union.

Despite efforts to create a lasting structure for our union we recognize that this document will need to evolve to adapt to the perpetual changes and reckonings of our society. In particular, racism, ageism, ableism, sexism and genderism have continuously plagued academia and Columbia University specifically, and have been used to weaken unions and divide workers. We pledge to acknowledge the interconnected nature of race, class, gender and other social categorizations in our fight for equity. We recognize that we have a long way to go to make our workplace inclusive and commit to perform regular and continuous in depth examination of our union's structural mechanisms to achieve this goal.

We hope that our collective efforts inspire other workers, and see as our duty to assist them in their journey to defend and expand their rights.

Article 1, Name

Section 1. This organization shall be known as Local # 4100, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW).

Article 2, Constitution and Bylaws

Section 1. These bylaws shall in all respects be covered by and conform to the Constitution of the International Union, UAW (hereinafter International Constitution).

Article 3, Fiscal Year

Section 1. The fiscal year of the Local Union shall begin on January 1 and end on December 31.

Article 4, Membership

Section 1. Membership in this Local Union shall be extended to all employees who have at any time been in titles that come under the jurisdiction of this Local Union.

Section 2. Membership shall be defined as members in good standing as defined in the International Constitution.

Section 3. Union dues are payable by members who are employed in positions represented by the Local. Union dues shall be 1.44% of gross pay per month.

Section 4. The initiation fee shall be set at ten dollars (\$10).

Section 5. Any member employed in the unit whose dues are not paid by the end of one (1) calendar month shall automatically be suspended, consistent with Article 16 of the International Constitution. Reinstatement will be granted to members in good standing and will require a reinstatement fee equivalent to the initiation fee, consistent with Article 16 of the International Constitution.

Section 6. All members in good standing will be granted full voting privileges.

Section 7. Each member in good standing of this Local Union has the right to nominate and vote; express opinions on all subjects before the Local Union; to attend all membership meetings and express views, arguments and opinions on all matters and business, including candidates for office, properly before the meeting; to meet and assemble freely with other members; and, generally, to participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues upon which the membership must base its decisions. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the International Constitution, Bylaws and other official rules of the Local Union.

(a) A member in exercising the foregoing rights and privileges shall not take irresponsible actions which would tend to jeopardize or destroy, or be detrimental to, either the Local or International Unions as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union or the International Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this Local Union as an affiliate of the International Union. Violation or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section shall be considered conduct unbecoming a union member.

(b) The membership shall strive to obtain the objectives set forth in these bylaws, the International Constitution and additional policies of the International Union; to maintain free relations with other organizations; to do all in its power to strengthen and promote the labor movement; to cooperate with its Regional Director, International Representatives and help promote organizational activities.

Article 5, Membership Meetings

Section 1. At least one regular membership meeting shall be called monthly with additional meetings called as required, in compliance with the International Constitution. Notice of the meeting time and location shall be given to the membership by e-mail and by posting on the Local Union website and at the Local Union office at least fourteen (14) days in advance for special membership meetings and seven (7) days in advance for regular membership meetings. The schedule of regular meetings for 4 months shall be decided at the first monthly meeting in January, May, September and posted on the Local Union website and at the Local Union office.

Section 2. Regular membership meetings will be held throughout the calendar year. Reasonable accommodations will be made to accessibility, scheduling, and location of meetings such as to encourage universal attendance.

Section 3. A quorum for membership meetings shall consist of twenty five (25) members of the Local Union in attendance at the meeting.

Section 4. Special membership meetings may be called by order of the Executive Board or upon written request from at least twenty (20) members of the Local Union to the Recording Secretary. The notice provisions of Section 1 of this article shall apply.

Section 5. Per Article 42 of the International Constitution, questions of a parliamentary nature shall be decided by the most up-to-date Robert's Rules of Order.

Section 6. The following Order of Business is suggested, but it may be altered:

- Call to order
- Roll call of officers and stewards
- Additions/changes/deletions to the agenda
- Approval of agenda
- Reading of the minutes of the previous meeting

- Report of Financial Secretary
- Reports of officers, committees and delegates
- General announcements and communications
- Good and Welfare
- Does anyone know of a member out of work or in distress
- Unfinished business
- New business
- Adjournment

Article 6, Powers of Administration

Section 1. The membership is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the International Constitution or these Local Union Bylaws.

Section 2. Between membership meetings or membership votes, the Executive Board shall be the highest authority of the Local Union and shall exercise general administrative authority and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval. The Executive Board may not take action affecting the vital interests of the Local Union without prior membership approval.

Section 3. Between meetings and votes of the Executive Board, the President, in consultation with the appropriate officers and staff, shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted, to the Executive Board subject to subsequent approval of the Executive Board.

Article 7, Local Union Officers

Section 1. Per Article 38 of the International Constitution, the elected officers of the Local Union shall constitute the Local Union's Executive Board and consist of the following: President, Vice President, Recording Secretary, Financial Secretary, Sergeant-at-Arms, Guide, and three (3) Trustees. All officers shall be elected at-large by a majority of votes cast, for three (3) year terms. Descriptions of duties for Executive Board members can be found here:

<https://columbiapostdocunion.org/about-us/meet-the-officers/officer-duties-and-expectations/>

Section 2. All vacancies in Local Union offices, except the office of President, shall be promptly filled by election, provided that the Local Union may provide other means for filling such vacancies for the temporary period pending the holding of the election. In case of a vacancy in the office of President, the Vice President shall fill the vacancy for the unexpired term in accordance with Article 38, Section 14 of the International Constitution and an election will be held to fill the Vice President position. Elections for other offices shall be held as stipulated in Article 14 of these Bylaws.

Section 3. It shall be the responsibility of each elected Local Union official to fulfill their duties faithfully as provided in the International Constitution and Local Union Bylaws, and in

implementation of Local Union Plans. Local Union officers shall uphold the tradition of widespread member involvement and membership outreach, which has always been key to the strength of Local 4100.

Section 4. The President is responsible for the supervision of all staff, and shall be empowered to delegate whatever authority is necessary for efficient operation of the Local Union.

Section 5. In case of removal or resignation of the President, the Vice President will succeed to the Presidency in accordance with Article 38, Section 14 of the International Constitution.

Article 8, Executive Board

Section 1. The Executive Board shall hold regular monthly meetings. Seven (7) calendar days notice of the meeting shall be posted on the Local Union website. Additional special meetings shall be held upon request of five (5) or more officers of the Executive Board to the Recording Secretary. Except in emergency situations three (3) calendar days notice of special meetings shall be posted on the Local Union website.

Section 2. A simple majority of the Executive Board shall constitute a quorum. However, consensus should be privileged and efforts should be made to stay on top of best practices when it comes to application of democratic principles.

Section 3. Minutes will be taken of all Executive Board Meetings by the Recording Secretary and a summary will be read at membership meetings. All members are entitled to have access to the executive board meeting minutes regardless of meeting attendance.

Section 4. All decisions and recommendations of the Executive Board shall be referred to the next membership meeting.

Section 5. It shall be the duty of the Executive Board to see to it that all decisions made during membership meetings or by the Executive Board are duly executed.

Section 6. The Executive Board shall decide upon requests by stewards or members whether to advance a grievance to arbitration.

Section 7. The Executive Board shall keep the membership informed of the state of our Local through regular communications. The Executive Board shall review the Local Union website and other communication media, and where necessary shall take steps to bring the contents and policy of the website into conformity with the policy of the International Union, as per Article 29, Section 7 of the UAW Constitution.

Section 8. The Executive Board shall appoint at least one of its members in a liaison or advisory capacity to each of the standing committees that does not have any Executive Officers as voting members, except the Election Committee or any Trial Committee.

Section 9. All members of the Executive Board must attend a Local Union grievance handling training session prior to being the sole-representative on any grievance.

Article 9, Bargaining Team

Section 1. The Bargaining Team shall consist of nine (9) members, including four members of the Executive Board and 5 Bargaining Team Representatives. The Executive Board shall elect four (4) members of the Board to serve on the Bargaining Team. The five (5) Bargaining Team Representatives shall be elected by the entire membership.

Section 2. The first election of Bargaining Team Representatives shall occur one year before the end of a contract. All members in good standing shall be eligible to run for Bargaining Team Representative except those running for the Executive Board.

Section 3. The Bargaining Team shall engage in regular communication with the membership. This includes:

- (a) Performing bargaining surveys before negotiations, including consultation with any standing committees and working groups.
- (b) Presenting initial bargaining demands, and the final contract to the membership for ratification.
- (c) Issuing reports on the conduct of each bargaining session (including all proposals made by management and by the Local Union, tentative agreements, and scheduled future bargaining sessions).

Section 4. The Bargaining Team shall decide democratically which members will engage in bargaining meetings, shuttling of proposals, and communications with management.

Article 10, Stewards

Section 1. For the purpose of steward representation, the bargaining unit shall be divided into a number of districts that together encompass every bargaining unit member. The number of districts, their boundaries, and the number of Stewards representing each district shall be suggested by the Guide and ratified by the Executive Board at least every two years. In determining Steward Districts, the Guide will make special efforts to not split districts between campuses and to have in the order of one (1) Steward per 75 members. The initial districting shall be ratified by the membership at a membership meeting.

Section 2. Each Steward will be elected by plurality to represent the bargaining unit member in their district. All members in good standing within each district shall be eligible to run for Steward and vote for the Stewards in that district.

Section 3. All Stewards must attend a Local Union grievance handling training session prior to being the sole -representative on any grievance.

Section 4. It shall be the duty of each elected Steward to fulfill their various duties faithfully as provided in the International Constitution Article 45, and Local Union Bylaws, and in implementation of Local Union plans, including outreach, representation, and cooperation with active non-elected members.

Section 5. Pursuant to Article 45 of the UAW Constitution, Stewards shall be elected for two (2) year terms.

Article 11, Standing Committees

Section 1. The Local Union shall have the following standing committees:

Bylaws Committee

Citizenship and Legislative Committee

Civil and Human Rights Committee

Community Service Committee

Conservation/Recreation Committee

Consumer Affairs/Union Label Committee

Education Committee

Health and Safety Committee

Veteran's Committee

Women's Committee

Social, Economic, and Environmental Justice Committee

Other committees shall be established as needed by the Executive Board.

Section 2. Committee meetings are open to all members. All members in good standing will be eligible to serve on committees. Voting members shall be appointed by the Executive Board with a minimum of three (3) voting members per committee. The chairs of the committees will be elected by the members of the committee.

Section 3. Committee meeting times and locations will be posted at least seven (7) days prior to the meeting time on the Local Union website.

Section 4. These committees shall perform all duties assigned to them by the International Constitution, Local Union Bylaws, and such additional duties pertinent to the committee as they may be directed to perform by the Executive Board.

Section 5. All committees shall have attendance records and written minutes. The chair of each committee shall appoint a Recording Secretary from the committee meeting attendees. Attendance records and written minutes shall be kept by the committee Recording Secretary.

Section 6. All committees have the right to time on the agenda at membership meetings to discuss the recommendations, plan of actions or implementations of the conclusions of the committees.

Article 12, Attendance

Section 1. Any members of the Executive Board, Stewards, or any Committees of the Local Union will be removed from office if they fail to attend two (2) of three (3) consecutive meetings expected of their respective position, unless excused by the Executive Board.

Article 13, Elections Committees

Section 1. All Local Union elections, strike and arbitration votes, and contract ratification votes shall be held under supervision of a democratically elected Elections Committee. The Elections Committee shall be responsible for the publication of notice for nominations and elections, the verification of eligibility for candidates, the organization and supervision of election proceedings, and the counting of ballots.

Section 2. The Elections Committee shall consist of five (5) members in good standing and one (1) alternate who is a member in good standing. The term of office for the Elections Committee shall be one (1) year. The chair of the Elections Committee is elected by the members of the committee. The chair of the Elections Committee shall appoint a Recording Secretary of the Elections Committee.

Section 3. In September of every year, a meeting of the general membership shall be called for the purpose of nominating and electing Local Union Elections Committee members. Notice of these meetings shall be distributed at least seven (7) days in advance by e-mail, and by posting on the Local Union website and at the Local Union office.

Section 4. All members in good standing shall be nominated automatically for the Elections Committee. Any member in good standing may accept nomination at a membership meeting called for the purpose.

Section 5. The election of Elections Committee members shall be held immediately on the close of nominations. Elections Committee members and one (1) alternate elections committee member shall be elected by plurality.

Section 6. A vacancy on the Elections Committee shall be filled by the alternate member of the Elections Committee. If there is no available alternate, an election to fulfill all Elections Committee vacancies for the remainder of the term shall be held in accordance with the procedures in Section 3.

Section 7. Alternate members of the Elections Committee shall assist in the conduct of the election as needed. The Elections Committee may also recruit and supervise volunteers as needed to assist in the conduct of the election, including overseeing ballot boxes, conveying ballots from the polling place to the location where the ballot count is held, and counting ballots for elections. In no case shall committee members, alternate members or volunteers be candidates for office in the election nor may they campaign for any individual while actively performing their Elections Committee duties. In the event that a person serving as a member or alternate member of the Elections Committee seeks an office, they must resign the position on the Elections Committee prior to accepting nomination for that office.

Article 14, Local Union Elections

Section 1. Local Union executive officers shall be elected every three (3) years. Installation of officers shall take place at the next Executive Board or membership meeting following the election, except as otherwise authorized by the UAW International Executive Board.

Section 2. The members of the Local Union shall be notified for nomination and election of Local Union executive officers and other elected positions. The notice shall be announced at a membership meeting, distributed by e-mail, posted on the Local Union website and at the Local Union offices, and in accordance with the UAW Guide for Local Union Elections Committees. The notice shall include the dates, times, and places of the election and possible run-off elections, the date and time of the close of the nomination period, and instructions for accepting nomination as described in this Article.

Section 3. All members in good standing shall be nominated automatically for all Local Union offices. Any member may accept nomination by submitting in writing a statement of acceptance to the Recording Secretary of the Elections Committee. Members may only accept nomination for one (1) Executive Board position. The statement of acceptance shall state how their name should appear on the ballot. Each member accepting nomination may also submit a candidate statement of up to two hundred fifty (250) words to the Recording Secretary. Statements of acceptance and candidate statements may be submitted separately or together, and may be submitted in person, by physical mail, or by e-mail. Statements of acceptance and candidate statements must be received by the Recording Secretary no later than fourteen (14) days after the notice for nomination. After the deadline on accepting nominations has expired, no election of write-in candidates shall be accepted. All Local Union executive officers shall be elected at-large, by a majority of votes cast, for three (3) year terms.

Section 4. Candidate statements shall be distributed simultaneously at least seven (7) days before the election, by email and posting on the Local Union website and at the Local Union office. Candidate statements will be made available during the election in accordance with the UAW Guide for Local Union Elections Committees.

Section 5. Apart from the resources described in this Article that are to be provided equally to all candidates, no other Local Union resources may be used by any candidate to campaign for Local Union office.

Section 6. The election shall be held no sooner than fourteen (14) days after the close of nominations. It shall be conducted by secret ballot, and balloting shall be conducted so as to afford all members a reasonable opportunity to vote, including the possibility for absentee ballots. Every voting member must cast their own vote.

Section 7. For the duration of the election, the Election Committee shall ensure that no tampering occurs. The Elections Committee shall count the ballots in accordance with the UAW Guide for Local Union Elections Committees.

Section 8. Each candidate may designate one (1) member of the Local Union to be present at each of the polling places and at the ballot count as a challenger.

Section 9. Following each election, the Elections Committee shall report in writing a canvas of the results of the election to the Executive Board and members. The report shall be announced at the next membership meeting, distributed by e-mail, and posted on the Local Union website. Protests of election results must be raised within seven (7) days of the closing of the polls or at the next Executive Board meeting or membership meeting, whichever is latest. A protest must either be in writing, or delivered in person at the next Executive Board meeting or membership meeting following the election. If written, the protest must be received by the Local Union Recording Secretary before the deadline; any protest received beyond the deadline as described above will not be considered.

Section 10. The membership may order a new election, either in acting upon a protest or in ratification of a recommendation of the Elections Committee. In the event the membership should order a new election, the matter shall be submitted to the President of the International Union, UAW, in accord with the International Constitution.

Section 11. If any elected office other than President shall become vacant, that office shall be filled by election in accordance with Article 38, Section 14 of the International Constitution.

Article 15, Eligibility for Elected Office

Section 1. All candidates for Executive Board of the Local Union must be members and have been in continuous good standing for one (1) year prior to accepting nomination per Article 38 of the International Constitution. Expected completion date of employment does not affect eligibility for elected office. The requirements for good standing will be effective December 1st, 2021.

Section 2. All other candidates standing for elected office of the Local Union must be members and have been in continuous good standing for ninety (90) days prior to accepting nomination. The requirement for continuous good standing will be effective December 1st, 2021.

Section 3. No member may run for or hold more than one elected office simultaneously with the following exceptions: chairs of standing committees may run for or hold one additional elected office, stewards may run for or hold a bargaining committee membership. The chair and members of the Elections Committee may not run for or hold another elected office.

Article 16, Recall

Section 1. A Local Union officer against whom charges have been filed, in accordance with the procedure established by Article 31 of the International Constitution, may be suspended from office pending the outcome of the trial, by a two-thirds (2/3) vote at a membership meeting.

Section 2. Stewards may be recalled by the members they represent for failure to perform the duties of the office. In order to recall a Steward, at least twenty-five percent (25%) of the members they represent must sign a valid recall petition, setting forth specific complaints of the Steward's failure to perform the duties of the office, and must file such petition with the Local Union Recording Secretary.

Section 3. A special meeting for the recall of a Steward shall be held within thirty (30) days of the filing of such a petition. Such a meeting will be chaired by the President and be only for members in good standing within the voting district of the Steward named in the petition. The members shall be properly notified of the place, date, and time of any special meeting for recall at least fourteen (14) days prior to the meeting.

Section 4. A two-thirds (2/3) vote of the members present at such a meeting for recall of a Steward shall be required to recall. Quorum for such a meeting shall be twenty-five percent (25%) of the members in good standing eligible to vote for the office in question.

Article 17, Appeals

Section 1. Consistent with Article 33 of the International Constitution, members feeling themselves aggrieved by any actions, inaction or decision of the Local Union or one of its representatives must initiate their complaint or appeal within sixty days (60) of the time they are aware, or reasonably should have been aware, of the action, inaction or decision. This appeal shall be made to the Recording Secretary, who will refer the matter to the Executive Board.

Section 2. Within thirty (30) days of receiving notice of decision on the appeal, the grievant may appeal further by submitting their appeal in writing to the Recording Secretary for consideration by the membership at the next membership meeting.

Section 3. An appeal from the decision of the Local Union membership may be made to the International Executive Board of the UAW in accordance with Article 33 of the International Constitution.

Article 18, Budgets and Finances

Section 1. The President and the Financial Secretary are authorized to approve expenditures of up to \$1,000, and pay ordinary operating expenses of the Local Union.

Section 2. Advance approval of the Executive Board is required for reimbursement of travel and related expenses. If approval is required before the next Executive Board meeting, the President shall have authority to approve.

Section 3. No agent or official of the Local Union is authorized to execute a real estate lease, deed, service or maintenance contract or other long term agreement unless the proposed agreement has been reviewed by an outside expert or attorney and has been approved by the Executive Board.

Section 4. Reimbursement for per diem expenses when traveling on Union business shall be provided to elected Local Union officials as follows:

(a) Hotel/Motel: when authorized to stay overnight and with hotel/motel/rental receipt, the reimbursement shall be the single room occupancy rate, or in pro rata to the number of members sharing the room/apartment. All hotel/motel/rental rates must be approved by the Executive Board in advance.

(b) Meals: when authorized to travel more than 100 miles from home or when required to stay overnight the reimbursement shall be the current per diem rate established by the International Executive Board.

(c) Transportation: all air travel must be approved by the Executive Board or President in advance; the actual cost of airfare not to exceed coach fare, or the IRS rate when driven. Expense for transportation is to be paid for the actual mode of transportation used. Mileage expenses can only be paid to the driver of the automobile. **Rental cars must be on the UAW Buy List in order to be eligible for reimbursement, where reasonably available.** Tolls with receipts will be reimbursed for authorized travel. A maximum of \$50 per round trip for transportation to, or parking at, an airport will be reimbursed with receipt when traveling on Union business. Public transportation is encouraged as an alternative to car/air travel and the cost will be reimbursed.

(d) Lost time: this is not paid except in cases where the Union's business cannot be done without loss of salary paid by the employer. In these cases, prior approval, including amount of salary and dates of lost time, must be granted by the Executive Board. Lost time will be paid at no greater than the identical salary paid to the individual in the unit.

Article 19, Local Union Employees

Section 1. The President shall be paid as up to full-time, and the Financial Secretary shall be paid up to a quarter-time position. The Local Union shall pay salaries unless paid by the Columbia University or the International Union, UAW. Officers may choose to decline a part or all of their

compensation for any specified period of time. No individual shall be paid for more than one (1) full-time position.

Section 2. The Executive Board may appoint and remove non-elected Local Union employees as necessary to carry on the business of the Local Union. Local Union employees are eligible for full-time (40 hours per week) or part-time (20 hours per week) servicing and outreach staff positions. But no individual shall be paid for more than one (1) full-time position. All service and organizing staff must be UAW members.

Section 3. Local union employees shall receive pay and benefits based on the following:

(a) They shall each be paid semi-monthly or on the same basis as the employees in the bargaining unit.

(b) If health insurance benefits are not covered by the employer or another source, the cost of health insurance or COBRA will be reimbursed for each of them and their dependents upon submission of a receipt. If neither health insurance nor COBRA are available, they and their dependents shall receive a plan with benefits approximately equivalent to bargaining unit members.

(d) They shall each receive leave, holiday and vacation comparable to employees in the bargaining unit.

Section 4. Employee' duties are assigned by the President, or one of their designees.

Article 20, Delegates from Local

Section 1. All delegates to conventions of the International Union, UAW, shall be elected pursuant to Article 8 of the International Constitution.

Section 2. The Executive Board shall appoint delegates to Community Action Program state, county, or city councils.

Article 21, Amendments

Section 1. Members may move to amend the bylaws in a membership meeting; the motion must be presented in writing and must set forth the amendment(s) sought. The motion shall be read to the meeting and referred to the Bylaws Committee, which will report to the succeeding membership meeting. The notice of that meeting must contain a notice of the particular bylaw amendments that will be considered. If approved by two-thirds (2/3) of those voting at this succeeding meeting the amendment shall be considered adopted.

Article 22, General

Section 1. All Local Union officers, committees, stewards and other members handling funds or other property of the Union shall at the completion of their duties, turn over all papers, documents, funds, and/or other union property to the properly constituted Local Union officers.

Section 2. All Local Union officers, committees, stewards and members will make best effort to respect the privacy of unit members.

Article 23, Strikes

Section 1. Strikes may only be called in accordance with Article 50 of the International Constitution.

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: The University will provide Employees with a letter of appointment. 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 Postdoctoral Scholar or Fellow such that the Postdoctoral Scholar or 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 hereinbefore set forth; 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 the 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__ [Discipline and Discharge];
- (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 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 __ 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.