

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

RECOGNITION

Section 1: As reflected in the National Labor Relations Board Case 02-RC-143012, the University recognizes the Student Workers of Columbia-United Automobile, Aerospace, and Agricultural Implement Workers of America Union (hereinafter referred to, collectively, as “the Union”) as the exclusive bargaining representative with regard to wages, hours, and working conditions of employment for students (Doctoral, Master’s and undergraduate) employed by Columbia University (hereinafter referred to as “the University”). The bargaining unit shall include those:

- i. who provide instructional services, including graduate and undergraduate Teaching Assistants, Teaching Fellows, Preceptors, Course Assistants, Lab Assistants, Readers, and Graders, and
- ii. who provide research services, including all Graduate Research Assistants (including those compensated through Training Grants) and all Departmental Research Assistants employed by the Employer at all of its facilities, including Morningside Heights, Health Sciences, Lamont-Doherty, and Nevis facilities, and
- iii. who are employed in a position with qualifications and duties equivalent to those of the classifications listed in (i) or (ii), as described in Article ___ Section 1 (“Titles and Classifications”).

All such students will be referred to collectively hereinafter as “Bargaining Unit Employees”.

Section 2: Excluded from the unit are:

- (a) All other casual employees;
- (b) All other hourly employees;
- (c) All other students, employees, guards, and supervisors as defined in the National Labor Relations Act.

Section 3: Casual employees shall not be hired in such numbers or manner as would undermine the proper role of the Collective Bargaining Agreement.

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TITLES AND CLASSIFICATIONS

Section 1: All [Bargaining Unit Employees] performing duties below shall be placed into titles and pay classifications based on the nature of duties and qualifications as follows:

| Title | Pay Classification | Description of Duties | Qualifications |
|--|-----------------------------|--|-----------------------|
| Teaching Fellow (including Teaching Scholar) | Stipend/salary ¹ | Provides instructional services, ranging from grading assignments to teaching courses, discussion sections or labs, or teaching sections of undergraduate courses excluding Literature Humanities and Contemporary Civilization. | PhD students |
| Preceptor | Stipend/salary | Provides instructional services as an instructor of record, including teaching a section of Literature Humanities or Contemporary Civilization, full-year courses in the Columbia College Core Curriculum. | PhD students |
| Research Fellow | Stipend/salary | Assists a faculty member in the undertaking of a research project. | PhD students |
| Graduate Research Assistant (including GRA Research Fellow) | Stipend/salary | Provides research services, including as a part of faculty-run research projects funded by an external research grant (including training grants). | Graduate students |

¹ Per Section 2 of Article __ (“Compensation”).

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|---|-----------------------|--|------------------------------------|
| Departmental Research Assistant (including Research Fellow) | Stipend/salary | Provides research services, including to a department or school in the conduct of research, excluding research funded by external research grants. | Graduate students |
| Teaching Assistant | Stipend/salary | Provides instructional services, including assistance to faculty members in instruction, grading, and course administration; directs drill, recitation, discussion, or laboratory sessions related to courses offered by an officer of higher rank, and engages in other similar activities. In addition to these duties, they may grade written work. | Graduate students |
| Teaching Assistant III | Salary | Provides instructional services, including assisting officers of higher rank in the conduct of discussion or laboratory sessions, or in the grading of written coursework. | Undergraduate students |
| Reader | Hourly rate or salary | Provides instructional services, including responsibility for grading written coursework under the direction and supervision of an officer of higher rank. | Undergraduate and Masters students |

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| | | | |
|---------------------------|-----------------------|--|--|
| Course Assistant | Hourly rate or salary | Provides instructional services, with specific duties varying based on class and instructor requirements, including interaction with students. Does not give lectures or lead recitation sections. | Undergraduate and Masters students |
| Lab Assistant | Hourly rate or salary | Provides instructional and/or research services, including assisting students with lab work and grading. | Undergraduate and Masters students |
| Grader | Hourly rate or salary | Provides instructional services, including responsibility for grading written coursework under the direction and supervision of an officer of higher rank. | Undergraduate, graduate, and post-baccalaureate students |
| Casual Research Assistant | Hourly rate | Provides research services for a limited period of time. | Undergraduate, graduate, and post-baccalaureate students |

Section 2: The University shall appoint [Bargaining Unit Employees] to the highest title and pay classification for which they are qualified based on the duties of their work and their eligibility. If the [Bargaining Unit Employee]’s duties change during their appointment the University shall move the [Bargaining Unit Employee] to a title with a higher pay classification, if applicable. A [Bargaining Unit Employee] may request to be moved to a lower pay classification.

Section 3: No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

Section 4: It is not the intent of this article to convert previously salaried/stipended positions to hourly positions. Such modifications shall not be made unless agreed to by both parties.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

NON-DISCRIMINATION AND HARASSMENT

Section 1: Preamble.

Columbia University is committed to providing a learning, living, and working environment free from 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.

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Section 2: Prohibition of Unlawful 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, caste, creed, sex, gender, gender identity or expression, sexual orientation, marital status, parental status, pregnancy and pregnancy related conditions, medical conditions, national origin, citizenship or immigration status, ancestry, age, military or veteran status, political beliefs, physical or mental disability, class background and source of income, status as a victim of domestic violence, genetic information or carrier status, unemployment status, partnership status, or any other applicable legally protected status in the administration of its educational policies, admissions policies, employment, scholarship and loan programs, and athletic and other University-administered programs and functions. Neither the University nor the Union shall unlawfully discriminate against or in favor of any [Bargaining Unit 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's website page. Any violation of this policy is prohibited.

The University annually reviews its policies in consideration of new guidance or regulations, and experience. As a part of the review, recommendations from the Union-Management Committee will be considered. University officials shall make best efforts to solicit and incorporate this input.

Power-Based Harassment: No [Bargaining Unit Employee] shall be subjected to power-based harassment as defined below.

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- A. Power-based harassment is verbal, nonverbal, graphic, physical aggression, intimidation, or abusive conduct not based on the individual's status as a member of a protected group defined under Section 2 of this Article (traditionally called "identity-based harassment"). Such conduct can be based on the perpetrator's higher rank or seniority, differential power in the relationship or circumstance involving the individual and the harasser (traditionally called "bullying"). Abusive conduct shall be defined as acts, omissions, or both, that are received as abusive by the complainant, based on the severity, nature, and frequency of the conduct, including, but not limited to: repeated verbal abuse, such as the use of derogatory remarks, insults and epithets; verbal, non-verbal or physical conduct of a threatening, intimidating or humiliating nature; or the sabotage or undermining of an employee's work performance. Other verbal, nonverbal, graphic, or physical conduct may create a hostile environment if the conduct interferes with or limits a person's ability to participate in, or benefit from access to the University's programs or activities. A single act normally shall not constitute abusive conduct, but an especially severe and egregious act may meet this standard.

Section 4: Complaints.

Under no circumstances will a [Bargaining Unit Employee] in any of the Schools of the University be pressured by Title IX Resource Coordinators or staff or any other University officials to accept informal resolution of their complaint or interim measures, in place of filing a formal complaint. Pressure to accept informal resolution may include but is not limited to, telling the [Bargaining Unit Employee] they will not win a formal resolution, providing misinformation, and telling the complainant that the resolution process will harm the academic opportunities of the respondent. [Bargaining Unit Employees] are free to file a formal complaint - whether it be a Title IX complaint, EOAA complaint, or grievance - at any time if they so choose.

Whether or not a [Bargaining Unit Employee] chooses to use the University's internal processes, they may file a grievance(s) of a violation(s) of this Article pursuant to Article ___ [Grievance and Arbitration]. In order to expedite processing of grievances of this Article, [Bargaining Unit Employees] or the Union shall have the right to initiate such grievances at the final pre-arbitration step (step 3) of the grievance procedure outlined in Article ___ [Grievance and Arbitration]. The University will not limit the time for submitting a complaint or grievance of prohibited conduct covered by this article, but strongly urges the immediate reporting of complaints or concerns. All complaints and/or grievances shall be immediately eligible for remedial and/or protective measures, as outlined in Section 7, at the request of the affected [Bargaining Unit Employee].

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Section 5: EOAA Complaints.

The University is committed to making best efforts to ensure that EOAA complaints are resolved as expediently and efficiently as possible and will devote the resources needed to achieve this commitment. [Bargaining Unit Employees] are entitled to union representation during any investigative process and will be so advised in writing by EOAA.

- A. 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.
- B. 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 or those outlined in Section 7: Remedial and Protective Measures.
- C. Consistent with EOAA policy and this Agreement, the parties shall meet to make good faith efforts to reach potential resolutions or settlements.
- D. 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.
- E. 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: Severability.

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

Upon the delivery of recommendations of the University Anti-Bullying Working Group made up of members of CPW, SWC, and CU faculty and administrators, the University or the Union may reopen and bargain over this Article.

Section 7: Remedial and Protective Measures.

Columbia University will take and/or make available reasonable and appropriate measures to protect a [Bargaining Unit Employees] access to Columbia University employment or education programs and activities.

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These measures may be both remedial (designed to address a complainant's safety and well-being and continued access to educational opportunities) or protective (involving action against a respondent). University offices, including the office of Equal Opportunity and Affirmative Action, as well as relevant Deans or Department Directors, shall provide such measures.

Remedial and protective measures, which may be temporary or permanent, may include counseling and emotional support, no contact and communication directives, residence modifications, voluntary leaves of absence, and other remedies as reasonable and appropriate. Remedial and protective measures related to a [Bargaining Unit Employee]'s employment may include switching advisors or laboratories with as minimal disruption to employment and research as possible alongside work schedule modifications, including the extension of funding timeline to accommodate time lost due to switching advisors or other changes as outlined in Section 13.

The University shall create a log of instances in which a [Bargaining Unit Employee] brings a request for Remedial and Protective Measures to include, at a minimum, the University department or program involved, the nature of the complaint, and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log, without any personally identifying or otherwise protected information about individuals, with the Union to document the scope and nature of the concerns.

When a grievance is filed to address a violation of this article through the Article __ [Grievance and Arbitration] of this Agreement, the University shall promptly provide, as appropriate, any of the above measures to individuals involved in this grievance report.

Section 8: Pregnancy-Related Accommodations.

The University shall comply with all New York laws to provide reasonable accommodations due to pregnancy, childbirth, or related conditions.

Section 9: Bathroom Equity.

The University shall make best efforts to ensure that all [Bargaining Unit Employees] have convenient access to gender-neutral bathrooms, gender-neutral showers, and gender-neutral changing rooms. The University shall publicize the location of every all-gender bathroom on campus on a website.

Section 10: Disability Accommodations.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

Section 11: Pronouns in Use and Gender Identity.

The University shall make best efforts to ensure that [Bargaining Unit Employees] are referred to by the names and pronouns with which they identify, and will update any University records upon request.

Section 12: Non Retaliation.

Filing a complaint or grievance in good faith for any discrimination, harassment, or misconduct mentioned in this article, or cooperating in an investigation shall be a protected activity. Retaliatory actions against any [Bargaining Unit Employee] for initiating or otherwise participating in such protected activities shall be expressly forbidden.

Retaliation against an individual for raising an allegation, for cooperating in an investigation of such a complaint, or for opposing discriminatory practices is prohibited.

Knowingly or deliberately providing false or misleading information in any investigation is also prohibited.

Section 13: Transition Support for Unhealthy Advising Situations.

1. The University shall guarantee advisor-independent transitional funding for five [5] working months for Columbia University students in unhealthy situations (e.g., the student is experiencing bias, discrimination, harassment, other violations of Columbia policies, power-based harassment, or other aggressive behavior from their advisor or colleagues in the unit they are wishing to transfer from).
 - a. Each department may provide advisor-independent funding in the form of a fellowship, employment as a TA or RA, or other sources of funding. When possible, the department will try to give the most flexible funding (i.e., a fellowship).
 - b. As the Department is the administrator of the degree program, it is expected that they maintain sufficient funding reserves to accommodate the typical demands for transitional support. Should there be a period of time when an unusually high need for transitional support is needed, the Department will work with their school's Dean and, as needed, the Provost, to secure the needed resources.

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- c. The Dean of the relevant school shall ensure the student finds a new advisor and provide support if the student has not identified one on their own.
- d. Additional funding beyond the five [5] working months may be needed and will be determined on a case-by-case basis by mutual agreement between the degree administering department head and the Union.
- e. Students can opt into this program at any time by meeting with a Union representative and their Dean of Graduate Studies (DGS). This meeting will include an initial intake assessment with the student seeking transitional support to learn more about their situation. No proof of the student's unhealthy advising situation is required for transitional support to be granted. The unhealthy situation may arise from someone other than the advisor, and as such, if a student receives transitional funding, this will not be interpreted as the student or the advisor being at fault.
- f. The student's original Advisor/PI may ask the student to wrap-up or hand-off their duties (e.g., train new students or finalize and compile data). This shall take no more than 15 hours per week of the student's time, for up to 4 weeks. In cases where the student does not agree to the terms of the requested wrap-up/hand-off duties, the DGS will work with the student and advisor (separately, if the student wishes) to facilitate an equitable agreement. The student may request that a Union representative be present in any and all meetings.
- g. If the student finds a new research advisor prior to the end of the term and support is not immediately available from the new advisor, the student will continue to receive transitional funding until the new advisor's funding is available, or until a period of 5 months has passed, whichever occurs first.
- h. If the transitional funding begins in the middle of the term, the transitional funding will last a total of 5 working months. As such, the funding shall be carried over into the following term. When appropriate, the funding will be extended to last through the end of the second term.
- i. A student seeking this funding will receive it within two weeks so they do not miss a pay period.

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- j. If a student transitions between programs, the two academic units will collaborate to ensure a smooth transition for the student (i.e., the two DGSs will decide between them). The DGSs can seek the help of the appropriate school Dean(s) if there is a need for financial support (who may seek support from the Provost). The home department may have additional rules in terms of student supervision and guaranteed funding.
2. The University will clearly advertise and promote this program throughout the University and its departments, labs, and centers (DLCs). This will include publicizing the program, including all specifics regarding its implementation in that particular DLC (e.g., the identity of the DGS, any specifics on funding, etc.), on each DLC's website, in their graduate student handbooks, and directly to all students via their faculty advisors. In conjunction with the announcement of this program, DGSs shall additionally make it clear that they will still try to support students seeking to transition for healthy reasons (e.g., evolution in research interests, changing research approaches, or a mismatch in early group choice).
3. Students utilizing this program will receive reasonable academic accommodations, including flexibility around degree requirements and milestones, mutually agreed upon by the new advisor or DGS, student, and Union representative (e.g., allowing flexibility around the timeline for executing incomplete degree requirements and not asking students to re-execute previously completed degree requirements), which will be respected and recognized by the department when determining the student's academic progress.
4. The University commits to leveraging insight from this program to address problematic advising. No later than eighteen [18] months after the ratification of this agreement the Union and the University will meet in a working group to come up with a collective plan for tracking research advisor transfers and developing appropriate responses for troubling patterns and behaviors made evident by this program. The goal of this working group shall be to develop guidance for how DGSs approach these processes. Input will be integrated from the School (which include DGSs), HR, Deans, Union representatives (including students), Provost, and others. The proposed approach will be completed no later than six (6) months after the working group's first meeting.
5. Provide protection from retaliation for students transitioning advisors.
 - a. School Deans will work with DGSs to provide avenues for the student to find alternative recommendation letter writers and references, if desired.

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- b. The Union representatives shall inform all students utilizing this program of Columbia’s retaliation policies and proactively and periodically reach out to these students throughout and following the lab transition. If retaliation is occurring, Union representatives will provide students support in reporting any misconduct.
- c. School Deans and DGSs shall review the student’s contributions with the former advisor to ensure that the student is not unfairly excluded from authorship on any relevant publications.

BENEFITS

Section 1: Benefits to bargaining unit employee health care shall include:

- i. Insurance premiums: [Bargaining Unit Employees] may enroll themselves and eligible dependents in the Student Health Insurance Plan at no cost. The University shall pay the full cost of Student Health Insurance Plan premiums for coverage of bargaining unit employees and eligible dependents. Should a [Bargaining Unit Employee] opt to use a different healthcare plan, such as one purchased through the New York State Healthcare Marketplace, the University must reimburse them for the cost of the premium up to the cost equivalent to the University’s Student Health Insurance Plan premium.
- ii. Health care fund: Effective **XXXX**, the University shall make annual contributions towards a Student Support Fund established by the Union. The Fund will be funded as follows:

Academic Year 2021-2022: \$300,000

Academic Year 2022-2023: \$350,000

Academic Year 2023-2024: \$400,000

[Bargaining Unit Employees] and/or [SWC Union Members] may apply for reimbursement of any out-of-pocket medical, dental, and vision expenses (as defined by Internal Revenue Service regulations). Unexpended funds shall be rolled over to the next academic year, but rolled over funds shall not count towards the University’s annual contribution to the fund. Actual reimbursement will depend on the number of applications and the funds available.

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Due to matters related to COVID-19, [Bargaining Unit Employees] and/or [SWC Union Members] or who had appointments in Spring 2020 and Summer 2020 may apply for reimbursement of health and mental health care expenses (including dental) incurred between March 11, 2020 and August 31, 2021 from unused funds from Academic Year 2021-2022.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

- iii. Changes to insurance plan: The University will provide the Union with advance notice, no fewer than 180 days before the changes take effect, of a substantive modification of the plan or a change in plans and, if the Union requests, will meet to discuss the effects of any such change on Bargaining Unit Employees who are participating in the plan. The University will maintain the following minimum features during the term of this Agreement:
 - 1. Deductibles for the Premier Plan shall not exceed \$200 individual/\$600 family in-network, and \$250 individual/\$600 family out-of-network; and
 - 2. The out-of-pocket maximum for the Premier Plan shall not exceed \$1,000 individual/\$2,000 family in-network, and \$3,000 per person out-of-network.

The Union may make recommendations regarding benefits to the University for their consideration during union-management committee meetings.

- iv. Dependent support plan: Effective **XXXX**, the University shall make annual contributions towards a Student Health Insurance Dependent Support Fund established by the Union. The Fund will be funded as follows:

Academic Year 2021-2022: \$200,000

Academic Year 2022-2023: \$225,000

Academic Year 2023-2024: \$250,000

The dependent support funds for each academic year shall be divided equally between the Fall and Spring semesters. Unused funds, if any, at the end of the academic year will carry over into the next academic year, and be divided equally between the Fall and Spring semesters. Funds carried over shall not count towards the University's annual contributions to the Fund. [Bargaining Unit Employees] and/or [SWC Union Members] may apply for reimbursement of up to 90% of out-of-pocket medical, dental, and vision expenses (as defined by Internal Revenue Service regulations) for dependent care coverage under the Student Health Insurance Plan. Actual reimbursement will depend on the number of applications and the funds allocated for that semester.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

- v. Improvements to services: The University will continue to work on the following enhancements to health care services, and the University will discuss potential recommendations with the Union through meetings of the Student Health Advisory Committee:
 - 1. Soliciting outside health care providers to move from out-of-network to in-network;
 - 2. Increasing staff capacity and enhancing service capabilities at Columbia Health Services;
 - 3. Providing services in a way that is sensitive to the diversity of bargaining unit employees, including identifying external providers trained specifically to treat issues affecting Black and Indigenous people of color, LGBTQIA+ individuals, individuals with Autism Spectrum Disorder, and special needs; and
 - 4. Development of an up-to-date directory of external health care providers prior to the close of each year's enrollment period, which will include a list of in-network providers and a list of out-of-network providers who offer sliding scale rates.

Section 2: With respect to dental care benefits:

- i. Bargaining unit employees shall be eligible to enroll in a dental insurance plan, which will be the Aetna Dental PPO Plan in academic year 2021-22.
- ii. The University shall pay the full cost of dental insurance premiums for individual coverage for [Bargaining Unit Employees] who wish to enroll, in addition to the premiums for health insurance. Bargaining unit employees may enroll themselves and eligible dependents.
- iii. The University will provide the Union with advance notice, no fewer than 180 days before the changes take effect, of a substantive modification of the plan or a change in plans and, if the Union requests, will meet to discuss the effects of any such change on bargaining unit employees who are participating in the plan.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Section 3: With respect to vision benefits:

- i. [Bargaining Unit Employees] will be eligible to enroll in a vision insurance plan, which is currently the Aetna Vision Preferred Plan.
- ii. The University shall pay the full cost of vision insurance premiums for bargaining Unit Employees. The coverage of vision insurance premiums for appointments shorter than nine (9) months shall be prorated accordingly. Bargaining Unit Employees may enroll themselves and eligible dependents.
- iii. The University will provide the Union with advance notice, no fewer than 180 days before the changes take effect, of a substantive modification of the plan or a change in plans and, if the Union requests, will meet to discuss the effects of any such change on [Bargaining Unit Employees] who are participating in the plan.

Section 4: Benefits to mental health care for [Bargaining Unit Employees] shall include:

- i. Universal short-term treatment: All bargaining unit employees shall be eligible to receive short-term treatment from the University's Counseling and Psychological Services (CPS), regardless of whether they are enrolled in the Student Health Insurance Plan.
- ii. Improvements to services: The University will continue to work on the following enhancements to mental health care services, and the University will discuss potential recommendations with the Union through through meetings of the Student Health Advisory Committee:
 1. Soliciting outside mental health care providers to move from out-of-network to in-network;
 2. Increasing staff capacity and enhancing service capabilities at CPS;
 3. Providing services in a way that is sensitive to the diversity of bargaining unit employees, including identifying external providers trained specifically to treat issues affecting Black and Indigenous people of color, LGBTQIA+ individuals, individuals with Autism Spectrum Disorder, and special needs; and

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

4. Development of an up-to-date directory of external mental health care providers prior to the close of each year's enrollment period, which will include a list of in-network providers comprising therapists, psychiatrists and combined therapists, and a list of out-of-network providers who offer sliding scale rates.
- iii. Mental health care navigation: In addition to CPS's referral process to outside mental health care providers, [Bargaining Unit Employees] shall be eligible for mental health care navigation services, which include but are not limited to assistance choosing between mental healthcare providers, assistance scheduling appointments with outside mental healthcare providers, assistance filing insurance claims and explanation of coverage.

Section 5: The University shall comply with all applicable laws regarding the health and safety protections of the privacy of all [Bargaining Unit Employees], especially international and immigrant workers, from governmental agencies at Columbia. Accordingly:

- i. The University will not voluntarily provide information to governmental agencies (e.g., NYPD, ICE) that would enable them to target members of our community based on immigration status for the purpose of detention or deportation.
- ii. The University shall not voluntarily allow representatives of any governmental agency to enter Columbia buildings without due legal process.
- iii. The University shall not voluntarily give permission to allow representatives of any governmental agency to enter Columbia buildings for the purpose of targeting members of our community based on immigration status or for gathering information on them for the purpose of detention or deportation.

Section 6: The Union and the University recognize the importance of high-quality, low-cost food for the health and wellbeing of all. In order to improve access to such food, the University and the Union shall make matching contributions of \$500 (five hundred dollars) at the start of each semester to The Food Pantry at Columbia. The Food Pantry can use these funds for the exclusive purpose of purchasing food items for distribution.

UNION DUES

Section 1: [Bargaining Unit Employees] who are covered under this Agreement shall be required, within thirty (30) days of employment, or within thirty (30) days of the effective date of this Agreement (whichever is later), either:

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- A. sign a Union membership card and pay initiation fees and dues determined by the Union, or,
- B. if the [Bargaining Unit Employee] chooses not to be a member of the Union, the [Bargaining Unit Employee], in satisfaction of this requirement, may pay to the Union agency fees not to exceed the amount of dues, or,
- C. if the [Bargaining Unit Employee] chooses not to be a member of the Union and chooses not to pay agency fees to the Union, the [Bargaining Unit Employee], in satisfaction of this requirement, shall contribute an amount equal to the agency fees to the Student Employee Support Fund². Equivalent contributions allocated to the Student Employee Support Fund shall not alter the University's budgeting commitments to the Fund, but instead serve as additional funds.

Section 2: The Union will provide the University with the formula for calculating membership dues and agency fees. Upon notification (either from the [Bargaining Unit Employee] or from the Union) that a [Bargaining Unit Employee] has provided authorization, the University shall deduct Union membership dues, agency fees, or equivalent contributions designated for the Student Employee Support Fund (per Section 1) from each paycheck commencing with the next paycheck.

- A. The Union will notify the University on at least a bi-weekly basis of any changes to the status of membership and/or deduction authorizations of [Bargaining Unit Employees].
- B. If a [Bargaining Unit Employee] contacts the University to request that payroll deduction be ended, the University will promptly refer the employee to the Union to process the request.

Section 3: Upon ratification of this Agreement, the University and the Union shall jointly notify all [Bargaining Unit Employees] of the obligation to either join the Union, pay agency fees, or else contribute an equivalent amount to the Student Employee Support Fund (per Section 1). The notice shall include an application for a Union membership card and a dues authorization card. The notice shall be provided to all [Bargaining Unit Employees] both electronically and in hard copy.

Section 4: The University shall notify each [Bargaining Unit Employee] at the time of hire of the obligation to pay Union membership dues, agency fees, or equivalent contributions designated for the Student Employee Support Fund (per Section 1).

² See Article ____ ("Benefits").

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Section 5: As soon as the University receives authorization from an eligible [Bargaining Unit Employee] (per Section 2), the University shall deduct Union membership dues/fees, agency fees, and Student Employee Support Fund contributions from each subsequent paycheck. The University is not responsible for deducting any fees or contributions prior to the receipt of authorization. Once authorized, the University shall continue to make such deductions unless notified by the Union (per Section 2). Within ten (10) working days after each payday, the University shall electronically transmit the Union membership dues/fees and agency fees to the Union, and the contributions designated to the Student Employee Support Fund to that same Fund. Together with these deductions, the University shall provide the Union with an electronic list of names of [Bargaining Unit Employees] from whom deductions were made. The electronic list shall contain the [Bargaining Unit Employees]'s first name, last name, middle name, known nicknames, University unique ID, hiring department, job classification, gross pay, deduction amount(s) with code identifying type of deduction.

Section 6: The University shall deduct amounts from the pay of all dues-paying [Bargaining Unit Employees] whose written authorizations have been provided to the University authorizing it to make specific contributions to the UAW Voluntary Community Action Program (V-CAP). The Union and the University will follow the same procedures and timelines regarding communication of V-CAP authorizations to the University as those regarding other deductions (per Sections 2 and 5).

Section 7: If a [Bargaining Unit Employee] fails to pay Union membership dues, agency fees, or equivalent contributions to the Student Employee Support Fund, the Union may request, in writing, that the University impose an administrative fine of \$450 on the [Bargaining Unit Employee]. The Union will provide [Bargaining Unit Employees] thirty (30) days written notice of non-compliance prior to requesting the University impose the administrative fine. Any administrative fine collected by the University shall be dedicated to the Student Employee Support Fund. Administrative fines allocated to the Student Employee Support Fund shall not alter the University's budgeting commitments to the Fund, but instead serve as additional funds. The Union shall submit to the University the names of [Bargaining Unit Employees] who have paid past owed dues or agency fees and have committed to paying future dues, agency fees, or equivalent contributions to the Student Employee Support Fund. The administrative fine shall be removed upon notice of payment of past owed dues or agency fees. The administrative fine shall be imposed during each semester in which a [Bargaining Unit Employee] fails to pay Union dues, agency fees, or equivalent contributions to the Student Employee Support Fund (per Section 2).

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

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

Section 9: 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. The Union agrees that it will indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made under this Article.

LEAVES OF ABSENCE

All [Bargaining Unit Employees] are primarily affiliated with the University as students, and as such, they receive a number of student benefits. Leaves available to students shall not be impacted by this Agreement, and the University reserves the right to modify the student leave policies at its sole discretion.

Parental Accommodation: Doctoral [Bargaining Unit Employees] will be eligible for Parental Accommodation for a twelve (12) week period, pursuant to the University's established policies for Doctoral Students.

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

Jury Duty: [Bargaining Unit Employees] will be granted jury duty leave in accordance with applicable laws. The receipt of a notice to report for jury duty must be reported immediately to the supervisor. To the extent permitted by law, [Bargaining Unit Employees] shall request a postponement of jury service if requested to do so by their department or program.

Bereavement Leave: [Bargaining Unit Employees] on a salaried appointment may be absent without loss of pay or benefits for up to three (3) days in the event of the death in the immediate family or household. A longer paid absence may be appropriate in circumstances of logistical difficulty or severe emotional distress or religious observance if approved by the supervisor. Requests shall not be unreasonably denied. Immediate family includes spouse, children (including stepchildren), grandchildren, parents (including stepparents), siblings, grandparents, parent-in-law, sibling-in-law, legal guardian; and household includes individuals regularly sharing the [Bargaining Unit Employee]'s residence.

Personal Leave: [Bargaining Unit Employees] will be granted an unpaid personal leave of absence in accordance with the University's established policies.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Sick Leave: [Bargaining Unit Employees] on a salaried appointment will be provided with a reasonable number of sick days per semester without reduction in stipend and/or remuneration. The number of sick days shall not be less than provided by the New York City Earned Sick and Safe Time Act and New York State Paid Sick Leave Law, whichever is greater. [Bargaining Unit Employees] on a salaried appointment may request a sick leave of up to two (2) weeks of paid leave for their own serious health condition or that of a parent, spouse, or child, or that of an immediate family member living in their current household. This leave may also be requested for a serious health condition of other immediate family members, subject to the terms and conditions of the external funding source. A [Bargaining Unit Employee] must provide medical documentation to support the need for such leave. Such requests shall not be unreasonably denied.

Long Term Parental Leave of Absence: Doctoral [Bargaining Unit Employees] will be permitted to take up to three years unpaid leave in addition to the Parental Accommodation to care for a dependent, to be taken in blocks of no less than one semester each. Long term parental leave can be denied if good-faith negotiations with the [Bargaining Unit Employee]’s department and advisor cannot yield a path for the [Bargaining Unit Employee] to return in good academic standing.

“Stop the clock”: Doctoral [Bargaining Unit Employees] who take leave for any of the aforementioned reasons, including the parental accommodation, will be considered for funding and benefit purposes to return in the same semester which they left on absence. Time spent on leave will be credited back to the [Bargaining Unit Employee] in units of the nearest whole number of semesters absent.

[Bargaining Unit Employees] shall retain all other rights and benefits provided under applicable local, state, and federal laws regarding leave of absence.

The University complies with, New York City Earned Sick and Safe Time Act, New York State Paid Sick Leave Law, and the New York State Paid Family Leave Program.

CHILDCARE

Section 1: PhD [Bargaining Unit Employees] may apply for the University’s \$6,000 child care subsidy. PhD [Bargaining Unit Employees] may receive one child care subsidy per year for each child who is under the age of six (6) and not yet attending kindergarten. If both parents are PhD [Bargaining Unit Employees], they both may apply individually for the child care subsidy.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Section 2: PhD [Bargaining Unit Employees] may apply for the Adoption Assistance program, which provides a one-time reimbursement of up to \$5,000 for qualified expenses incurred on or after the parent's first day of enrollment in the PhD program. There is a limit of one (1) \$5,000 reimbursement per adopted child, even if both parents are PhD [Bargaining Unit Employees].

Section 3: Eligible [Bargaining Unit Employees] may participate in the University's Back-Up Care Advantage Program. Any changes and/or modifications to or the elimination of the University's Back-Up Care Advantage Program shall apply to the Eligible [Bargaining Unit Employees]. The University shall not be required to bargain with the Union concerning any changes and/or modifications to or the elimination of the University's Back-Up Care Advantage Program.

Section 4: The University will provide [Bargaining Unit Employees] with an unlimited number of hours of childcare from the Back-Up Care Advantage Program.

Section 5: The University will consider a PhD [Bargaining Unit Employee]'s scheduling request arising from caretaking concerns, and will try to grant it if there is a compelling PhD [Bargaining Unit Employee] need. Where practicable, the PhD [Bargaining Unit Employee] will submit their scheduling request when planning for the semester in which it is to be taken.

COMPENSATION

Section 1: The University provides financial support to PhD students in order to fulfill its mission of educating and training the next generation of scholars and researchers. The level and number of years of guaranteed support vary based on factors that include the competitive market for each graduate and professional school, and the available sources of support within the particular school, program or department ("academic unit").

Section 2: As part of their employment, PhD students are appointed during certain semesters to teaching or research assistantships. Under the NLRB decision, the University will bargain with respect to total compensation and its disbursement during semesters when a student holds a research or teaching appointment. The combined payments to such students shall consist of stipend payments and teaching or research appointment payments; stipend payments are not separately negotiable. The University is not required to bargain with respect to support provided during semesters when a student does not hold a bargaining unit position. The University is also required to negotiate a minimum percentage increase of total compensation for students who hold an appointment during the second and third years of this Agreement.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Section 3: To minimize the administrative and negotiating complexity inherent in the intermittent bargaining-unit status of PhD students, the University is prepared, on a permissive basis, to acknowledge its present intention to have each academic unit provide, for students admitted with guaranteed years of support, the same minimum level of compensation during semesters when they register but do not hold an appointment as they would receive under this Agreement if they did hold an appointment.

Section 4:

- A. Effective August 1, 2021, a PhD [Bargaining Unit Employee] who holds a twelve-month teaching or research appointment in GSAS, SEAS, the VP&S Coordinated Doctoral Programs in Biomedical Sciences, or the Mailman School of Public Health Environmental Health Sciences Program shall receive total support of no less than \$45,000, or a total support increase of no less than 3%, whichever is greater. The minimum total support of a PhD [Bargaining Unit Employee] who holds a shorter teaching or research appointment in GSAS, SEAS, GSAPP, Journalism or SIPA may be no less than \$35,500.
- B. For the academic year 2021-22, in all other departments with PhD programs in the Mailman School of Public Health as well as School of Nursing, a PhD [Bargaining Unit Employee] who holds a twelve-month appointment shall receive total support of no less than \$45,000, or a total support increase of no less than 3%, whichever is greater. For the academic year 2021-22, in the Columbia School of Social Work, a PhD [Bargaining Unit Employee] who holds a nine-month appointment shall receive total support of no less than \$35,500.

Section 5: Effective August 1, 2022, minimum total support levels for appointments shall increase by no less than 3%.

Section 6: Effective August 1, 2023, minimum total support levels for appointments shall increase by no less than 3%.

Section 7: Effective August 1, 2021, in each academic unit, compensation of undergraduate students, Master's students, non-PhD doctoral students, who hold appointments as Teaching Assistants, Teaching Fellows, Preceptors, Readers, Teaching Assistants III, Graduate Research Assistants and Department Research Assistants shall increase by no less than 5% or \$100, whichever is greater; effective August 1, 2022, the increase shall be no less than 3%; and effective August 1, 2023, the increase shall be no less than 3%.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Section 8: Effective August 1, 2021, the minimum hourly rates for hourly [Bargaining Unit Employees] who perform instructional and/or research work shall be set at \$26 for all [Bargaining Unit Employees].

Section 9: Effective August 1, 2022, and August 1, 2023, the minimum hourly rates for hourly [Bargaining Unit Employees] who perform instructional and/or research work shall increase by no less than \$1.50.

Section 10: The University retains the sole discretion in determining the appropriate compensation for [Bargaining Unit Employees]. Nothing should preclude the University from providing compensation at rates above those required in this Article.

Section 11: The University will make best efforts to ensure that [Bargaining Unit Employees] are paid in a timely manner, provided that the [Bargaining Unit Employee] has timely submitted to the University all necessary documentation and/or information.

FEE AND TUITION WAIVERS

The University shall waive all fees and tuition, with the exception of the Student Activity Fee, but including the matriculation and facility charges for all doctoral students in years one through seven.

SIDE LETTER:

Between Student Workers of Columbia - UAW and Columbia University

September 22, 2021

This reiterates our previous discussions about the potential impact of the COVID-19 pandemic on some PhD students' research plans and opportunities.

The University recognizes that some doctoral students have seen their research plans and opportunities interrupted or delayed by the COVID-19 pandemic. Students affected in the following way should be provided official notice of appropriate additional resources beyond the funding promised upon admission:

- those who were prevented from having access to research collections or sites, including lab spaces;
- those who were forced to depart from research locations;

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

- those who were sick with COVID-19 resulting in research interruption; or
- those who were primary caretakers for an immediate family member.

Such PhD students may self-identify by emailing the Director of Graduate Studies and/or the Department Chair. Some departments in GSAS humanities have started to provide this kind of relief, such as in the form of a 6th-year extension; the remaining schools and departments will be asked to engage in this process as soon as practicable.

A PhD student whose request for support has been denied may appeal the decision to the Dean of the relevant school.

This provision shall not be construed to delay the graduation of a PhD student.

SIDE LETTER:

Between Student Workers of Columbia-UAW and Columbia University concerning Summer Stipends

September 22, 2021

Effective Summer term of academic year 2021-2022, PhD [Bargaining Unit Employees] who hold nine-month or ten-month appointments shall receive a summer stipend of \$6,500.

Effective August 1 of each year, the summer stipend shall increase the same percentage as the total support minimum as specified in Article __ [Compensation].

Dental Discount

This confirms previously provided information that effective the 2021-2022 plan year, the dental discount for students enrolled in the Student Health Plan will be increased to 25% off self-pay fees on additional services at Columbia Doctors Dentistry.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Note: SIDE LETTER:

Between Student Workers of Columbia - UAW and Columbia University

April 19, 2021

Student Employees should not be subjected to potentially abusive or intimidating behavior. To that end:

- 1) Student Employees who believe that they have been subjected to potentially abusive or intimidating behavior should discuss their concerns with their immediate supervisor, director of graduate studies, department chair, Dean's Office, the Ombuds Office, human resources, or the compliance hotline.
- 2) Retaliatory treatment of any Student 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, the Union will have a right to join the University-wide Working Group with representatives from various constituencies, including the GWC-UAW, Local 2110, 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 Student Employees.
- 4) The Working Group shall make any recommendations to the University for its consideration within six (6) months after the first meeting.

Letter of Understanding:

Between Student Workers of Columbia - UAW and Columbia University

April 19, 2021

The parties agree that this Letter of Understanding is separate from the collective bargaining agreement and is not subject to the terms of the Agreement, and in particular is not subject to the Agreement's Grievance and Arbitration provisions. The parties recognize that, pursuant to the Recognition Article of this Agreement, students who are compensated on an hourly basis who (i) provide instructional services for an average of less than fifteen (15) hours a week over the course of a semester or (ii) provide non-instructional services are excluded from the bargaining unit.

We are prepared to accept the rest of the articles in the TA as our proposals. We reserve the right to amend any of these proposals. Given our proposals, the following side letters are superseded:

Effective August 1, 2021, the minimum hourly rate for students who perform instructional and/or research work will be \$17 per hour.

Effective August 1, 2022, the minimum hourly rate for students who perform instructional and/or research work will be \$18.50 per hour.

Effective August 1, 2023, the minimum hourly rate for students who perform instructional and/or research work will be \$20 per hour.