COLUMBIA UNIVERSITY and SWC-UAW NEGOTIATIONS MEMORANDUM OF AGREEMENT

December 22, 2021

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EFFECTIVE DATES AND DURATION

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing August 1st, 2021, and ending July 31st, 2024.

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.

RECOGNITION

Section 1: 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, Student Workers of Columbia-UAW Local 2110 (hereinafter referred to, collectively, as "the Union") as the exclusive bargaining representative with regard to wages, hours, and working conditions of employment for Employees in the bargaining unit certified by the National Labor Relations Board in Case No. 02-RC-143012.

MANAGEMENT AND ACADEMIC RIGHTS

<u>Section 1</u>: Except as otherwise provided in an express provision of this Agreement, the University retains the exclusive rights that it possessed before the selection of the Union as the exclusive bargaining representative, to direct, control, manage and schedule its operations, and to

make any and all decisions affecting the University in a manner consistent with its self-determined educational and research mission ("Management and Academic Rights").

<u>Section 2</u>: The Management and Academic rights of the University include, but are not limited to, the right to:

- (a) Establish, plan, direct and control the University's organizational structure, missions, programs, objectives, services, activities, resources and priorities;
- (b) Establish and administer procedures, rules and regulations, and 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, or evaluate Student Employees;
- (e) Determine or modify the number, qualifications, scheduling, responsibilities and assignments of [Bargaining Unit Employees];
- (f) Establish, maintain, modify or enforce standards of education, performance, conduct, order and safety, and to establish and revise disciplinary policies to address violations of these standards;
- (g) Evaluate, determine the content of evaluations, and determine the processes and criteria by which [Bargaining Unit Employees]' performance is evaluated;
- (h) Establish and require [Bargaining Unit Employees] to observe University rules and regulations;
- (i) Establish or modify the academic calendars, including holidays and holiday scheduling;
- (j) Assign work locations;
- (k) Schedule hours of work;
- (l) Determine who is taught, what is taught, how such content is taught and who delivers the instruction;
- (m) Determine in its sole discretion all matters relating to faculty hiring and tenure, admissions and appointments, admission standards, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress;
- (n) Establish tuition, fees, and charges of general application;
- (o) Determine matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid;
- (p) Decide matters related to research methodology and materials;
- (q) Decide matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination;
- (r) Decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs;
- (s) Decide matters related to housing for [Bargaining Unit Employees] covered by this Agreement;

(t) Exercise sole authority on all decisions involving academic matters, and academic standards.

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

GRIEVANCE AND ARBITRATION

A [Bargaining Unit 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 [Bargaining Unit 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 [Bargaining Unit 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 [Bargaining Unit 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 Step One shall be final but shall not be precedential nor inconsistent with this Agreement.

Section 2. Step Two:

- 1. 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 [Bargaining Unit Employee] became aware or should have been aware of the event(s) giving rise to the grievance.
 - The Union reserves the right to add to, delete or modify these proposals at any time during bargaining.

- 2. Within ten (10) calendar days of the filing of the grievance at Step Two, the Dean of the appropriate school or their designee may conduct a meeting with the grievant and a representative of the Union in an effort to resolve the grievance.
- 3. 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.
- 4. 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:

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.

- 1. The Head of Labor Relations or their designee shall provide the Union with a written response within ten (10) calendar days of the meeting.
- 2. 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 [Bargaining Unit 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.
- The Union reserves the right to add to, delete or modify these proposals at any time during bargaining.

- E. The decision of the arbitrator shall be final, conclusive and binding upon the University, the Union and the [Bargaining Unit 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.

NON-DISCRIMINATION AND HARASSMENT

<u>Section 1</u>: **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.

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.

<u>Section 3</u>: **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 bullying or power-based harassment as defined by the University-wide Anti-Bullying Working Group. This working group shall release this definition no later than March 2022. This definition shall be retroactively applied to instances, ongoing or isolated, occurring since the effective starting date of this Agreement.

Section 4: Complaints. Complaints alleging conduct that violates the University's Equal Opportunity and Affirmative Action policy 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.

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. [Bargaining Unit Employees] are entitled to union representation during any investigative, appeal, or mediation process and will be so advised in writing by EOAA or the University.

A. If EOAA determines that Title IX applies, the [Bargaining Unit 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 a disagreement as to whether the complaint triggers the Title IX process, the [Bargaining Unit Employee] or the Union will promptly notify

the University. The University will present the issue for decision to an expert in the field, selected from the list in Section 15; the decision, which will be final, will be presented to the [Bargaining Unit Employee], the Union and the University within (10) business days of the notice. For complaints that involve Title IX, the Union may proceed to arbitration under Article __ [Grievance and Arbitration] (as modified in Section 5) 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 __ [Grievance and Arbitration], as modified in Section 15 of this 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. The University may also implement interim measures as outlined in Section 9: Remedial and Protective Measures.
- 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.
- G. For allegations of power-based harassment or bullying not covered by EOAA, the option to pursue a grievance that may lead to arbitration as described in Article __ [Grievance and Arbitration] (as modified in Section 15 of this article) or mediation will be available to the [Bargaining Unit Employee] after March 2022 when the University-wide Anti-Bullying Working Group has provided a working definition for power-based

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harassment and bullying. [Bargaining Unit Employees] shall be allowed to submit any complaints of incidents of power-based harassment or bullying, ongoing or isolated, occurring since the effective starting date of this Agreement.

H. If the student employee files a grievance of a violation of this article under Article __ [Grievance and Arbitration], any deadlines by which the other party or parties to the underlying claim must file an appeal will be tolled until resolution of the grievance or the conclusion of the EOAA policy and procedures other than appeal, whichever is later. Any such grievance will be between the Union and the University.

Section 5: **Mediation.** The option of mediation shall be available to anyone submitting a complaint of prohibited conduct as defined in this article to avoid adversarial processes. For complaints falling under EOAA, mediation shall be available following the completion of the internal EOAA policy and procedures other than appeal. For all other complaints mediation shall be available following the 10 day grievance period in Step 3 of article instead of arbitration [Grievance and Arbitration]. The Union and the University will split the costs of mediation evenly.

Section 6: Review. The University will report to the Union, once a year, de-identified data on allegations of violations of university-wide non-discrimination and harassment policies, including power-based harassment and bullying, that involved [Bargaining Unit Employees], including: complaint allegations by category; the University status of the parties (i.e. undergraduate student, graduate student, faculty member, staff member, post-doc, or third party); the status of the investigation, any remedial efforts taken or interim measure implemented, and, where applicable, outcome of responsibility findings; if known, whether either party had an attorney as a personal advisor; and the academic year in which the complaint was made. 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.

<u>Section 7:</u> **Title IX Handling.** 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.

<u>Section 8</u>: **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 implementation of a University-wide policy to address power-based harassment

following the recommendations made by the University Anti-Bullying Working Group, the University or the Union may reopen and bargain over this Article.

<u>Section 9</u>: **Remedial and Protective Measures.** Columbia University will take and/or make available reasonable and appropriate measures to protect a [Bargaining Unit Employee]'s access to Columbia University employment or education programs and activities.

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 or communication directives, change in advisor, extension of funding timeline, residence modifications, voluntary leaves of absence, or other remedies as reasonable and appropriate.

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.

<u>Section 10</u>: **Pregnancy-Related Accommodations.** The University shall comply with all New York laws to provide reasonable accommodations due to pregnancy, childbirth, or related conditions.

<u>Section 11</u>: **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.

<u>Section 12</u>: **Disability Accommodations.** Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

<u>Section 13</u>: **Pronouns in Use and Gender Identity.** The University shall make best efforts to ensure that [Bargaining Unit Employees] are referred to by their chosen names and pronouns, and where legally possible will update University records upon request. Consistent intentional or unintentional misgendering over an extensive period of time constitutes sexual harassment as per University policy.

Section 14: **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

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 15: 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 8, at the request of the affected [Bargaining Unit Employee].

The Union and the University agree to use the following people to mediate or arbitrate in cases falling under this article.

<u>Section 16:</u> Nothing in this article shall be construed to keep bargaining unit employees from taking instances of harassment or discrimination to the EEOC, NLRB, or the NYS Human Rights Commission.

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.

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UNION MANAGEMENT COMMITTEE

Section 1: A joint Union-Management 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.

EMPLOYMENT FILES

<u>Section 1</u>: "Employment file" shall be defined as documents maintained by the University reflecting a [Bargaining Unit Employee]'s appointment to a position covered under this agreement, revision or termination of such appointment, appointment related evaluations, disciplinary action related to such appointment.

<u>Section 2</u>: Materials related to a [Bargaining Unit Employee]'s admission to the University, course of study, grades, academic progress and aspects of study other than in service in a position covered under this agreement shall not be considered part of the employment file.

Section 3: The University shall, within ten (10) business days after receipt of a written request from a [Bargaining Unit Employee] to the applicable Department Administrator, permit such [Bargaining Unit Employee] to review the employment file. Such review shall take place during regular business hours at a location designated by the University. The University may require that the review of the employment file take place in the presence of a designated individual.

<u>Section 4</u>: Within a reasonable time after receipt of a written request from a [Bargaining Unit Employee], the University will provide such [Bargaining Unit Employee] with a copy of all or part of the [Bargaining Unit Employee]'s employment file, provided such request reasonably identifies the materials to be copied.

<u>Section 5</u>: If a [Bargaining Unit Employee] disagrees with the information that is contained in the employment file, the [Bargaining Unit Employee] may submit a written statement commenting upon the information. Such statement shall be maintained as part of the employment file.

<u>Section 6</u>: The [Bargaining Unit Employee] may not remove any documents or items from the file.

<u>Section 7</u>: Documents related to filed union grievances will not be part of the employment file.

<u>Section 8</u>: 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 the 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 request when it is received.

<u>Section 9</u>: Enrolled students who are not currently on appointment, or students who are on an approved leave of absence, may review their employment file, subject to the above provisions.

TRAVEL

<u>Section 1</u>: A [Bargaining Unit Employee] who is required or approved to travel as part of the [Bargaining Unit 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.

<u>Section 2</u>: [Bargaining Unit Employees] shall be covered by the University's Business Travel Accident Insurance policy.

APPOINTMENTS

<u>Section 1</u>: All appointments covered by this Agreement shall be for at least one (1) semester. All employment appointments are at the discretion of the employing unit.

<u>Section 2</u>: Doctoral [Bargaining Unit Employees] who are beyond their years of guaranteed funding will be notified whether they will be funded for an appointment in the coming semester no later than ninety (90) calendar days before the appointment start date for the fall semester, and no later than thirty (30) calendar days before the appointment start date for the spring semester and summer session.

<u>Section 3</u>: The University shall provide an Appointment Letter for each appointment no later than thirty (30) calendar days before the start of the appointment, whenever possible. When it is not possible to provide an Appointment Letter in advance of the start of an appointment, the University shall provide it no later than the start date of the appointment.

<u>Section 4</u>: An Appointment Letter shall include the following information:

- A. Appointment title;
- B. Effective dates and duration of the appointment;
- C. Hiring unit and contact;
- D. The general terms of the appointment, including tuition remission, stipend, and/or remuneration for services;
- E. The name of the anticipated faculty supervisor;
- F. The general scope of the anticipated responsibilities of the appointment, including, at the hiring unit's discretion, the estimated weekly hours;
- G. A statement that the position is covered by this Agreement.

Section 5: The nature and scope of the responsibilities of a [Bargaining Unit Employee]'s appointment will vary by program and department. In making its appointment determinations, the University will consider the preference of the [Bargaining Unit Employee] with regard to the nature and scope of an appointment. Prior to the start date of an appointment, the University's academic and research units will provide more specific written guidance on individual [Bargaining Unit Employee] appointments, including assigned course or lab and anticipated meeting times. Work assignments will be more academically substantive than administrative, but may involve administrative tasks that assist in the overall academic endeavor. [Bargaining Unit Employees] shall not be expected to provide personal services for a supervisor.

<u>Section 6</u>: Funding will be maintained unless the [Bargaining Unit Employee] is discharged in accordance with Article _ [Discipline and Discharge] or other requirements of the Appointment Letter are not met by the [Bargaining Unit Employee].

<u>Section 7</u>: An individual who is not enrolled as a student for any reason may not hold a research or teaching appointment, and shall not be subject to any provision of this Agreement.

TRAINING

<u>Section 1</u>: The University shall provide [Bargaining Unit Employees] with trainings and/or orientations required to fulfill their duties.

<u>Section 2</u>: The University will notify [Bargaining Unit Employees] of trainings and/or orientation that are required as a part of their appointment, as soon as practicable. Attendance at a required training and/or orientation shall be considered part of a [Bargaining Unit Employee]'s workload.

<u>Section 3</u>: The University retains the exclusive right to determine the content and delivery of required training and orientation programs. The Union-Management Committee may make recommendations to the University to address training concerns.

<u>Section 4</u>: The University will pay associated fees for [Bargaining Unit Employees] to attend work-related training with prior written departmental approval.

PROFESSIONAL DEVELOPMENT

<u>Section 1</u>: The University and the Union agree that training and professional development opportunities are important to graduate students. The University will maintain support for training and professional development programs for Research Assistants and Teaching Assistants. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to Research Assistants and Teaching Assistants.

<u>Section 2</u>: The University will strongly encourage schools to allocate resources and provide opportunities across departments for doctoral students to attend professional development workshops or programs of a professional interest, present their research or scholarly work at a conference or meeting, and organize other academic events.

WORKSPACE AND MATERIALS

<u>Section 1</u>: The University shall provide access to workspace, deskspace, facilities, equipment, materials, internet access, and other network services required to perform assigned duties.

<u>Section 2</u>: If, with prior approval, a [Bargaining Unit Employee] is required to purchase materials, equipment, or services, the University shall reimburse the [Bargaining Unit Employee] in a timely manner.

<u>Section 3</u>: The University shall provide notice to the [Bargaining Unit Employee] at least thirty (30) calendar days before their workspace is changed, where practicable.

HOLIDAYS

<u>Section 1</u>: [Bargaining Unit Employees] shall observe the University academic holiday schedule. [Bargaining Unit Employees] who are required to work on a University academic holiday shall receive an alternate day off approved in advance by their supervisor.

University Holidays

New Year's Day

Martin Luther King, Jr. Day

President's Day*

Memorial Day

Independence Day

Labor Day

The Day before Election Day**

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two (2) days selected by the University during the Christmas/New Year Season

- * CUIMC Campus observes President's Day
- ** Morningside Campus observes The Day before Election Day

Personal Day: [Bargaining Unit Employees] on a salaried appointment are entitled to one (1) paid personal day per semester (fall, spring, and summer). Personal day use must be approved in advance after coordinating with a) their advisor or PI when holding a research appointment; and/or b) the faculty instructor or lead course coordinator when holding a teaching appointment. Personal days must be used during the semester in which it is earned.

A [Bargaining Unit Employee] may request to be absent from work duties for reasons of religious and cultural observance on days other than recognized University holidays. [Bargaining Unit Employees] shall make a written request to their supervisor as early as possible, so that there is sufficient time to consider the request, and where approved, make appropriate work arrangements for their absence. The University shall not unreasonably deny a request to be absent for reasons of religious and cultural observance.

VACATION

Vacation: [Bargaining Unit Employees] on twelve-month research and teaching appointments are entitled to ten (10) days of vacation time off per year without loss of compensation. [Bargaining Unit Employees] that hold a teaching appointment for two consecutive semesters in an academic year are entitled to eight (8) days of vacation time off per year without loss of compensation. For [Bargaining Unit Employees] on teaching appointments, vacation time off shall be taken during academic breaks or as otherwise mutually agreed to by the [Bargaining Unit Employee] and a supervisor. Vacation time off not taken within the academic year will be forfeited.

Vacation must be approved in advance after coordinating with their advisor or PI, and when holding a teaching appointment, with the faculty instructor or lead course coordinator.

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.

<u>Parental Accommodation</u>: Doctoral students will be eligible for Parental Accommodation for a twelve (12) week period, pursuant to the University's established policies for Doctoral Students.

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

<u>Jury Duty</u>: [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.

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

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.

<u>"Stop the clock"</u>: Doctoral students who take leave for parental accommodation will receive a suspension of all academic requirements, including but not limited to coursework, exams, and teaching responsibilities, for a twelve-week period. The intention of this accommodation is to relieve new parents of all academic and professional concerns, and effectively to pause all such obligations during this time period so that the student may return to academic work still in good standing. Time spent on leave will be credited back in the form of one (1) additional semester of funding eligibility.

[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.

BENEFITS

Section 1: Benefits to health care shall include:

- i. Insurance premiums: PhD students may enroll themselves and their 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 PhD students and dependents of PhD students.
- ii. Health care fund: As soon as practicable after ratification, the University shall establish a Student Employee Support Fund in the amount of \$300,000, credited in the first year of the Agreement.

Effective August 1, 2022, the Student Employee Support Fund will be \$350,000 Effective August 1, 2023, the Student Employee Support Fund will be \$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).

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the University and the Union. In academic year 2022-2023, the University and the Union shall convene to discuss potential options for fund rollover between academic years, with special consideration given to the state of the fund following academic year 2021-2022.

iii. Changes to insurance plan: The University will provide the Union with advance notice, no fewer than XXX days before the changes take effect, of a substantive modification of the Student Health Insurance 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 Union may make recommendations regarding benefits to the University for their consideration during union-management committee meetings.

iv. Dependent support plan: As soon as practicable after ratification, the University shall establish a Student Employee Dependent Support Fund in the amount of \$150,000, credited in the first year of this agreement.

Effective August 1, 2022, the Student Employee Dependent Support Fund will be \$175,000

Effective August 1, 2023, the Student Employee Dependent Support Fund will be \$200,000

[Bargaining Unit Employees] and/or [SWC Union Members] may apply for reimbursement 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.

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.

Section 2: With respect to dental care benefits:

- i. PhD students and [Bargaining Unit Employees] shall be eligible to enroll in a dental insurance plan, which as a default will be the Emblem Preferred Dental Plan in academic year 2022-2023.
- ii. The University shall pay the full cost of dental insurance premiums for individual coverage for PhD students and their dependents.
- iii. PhD students will have the option to enroll in the Aetna Dental PPO Plan instead of Emblem Preferred Dental Plan. The University will cover premiums up to the value of the Emblem Preferred Dental Plan and PhD students will be responsible for covering the remaining premium costs.

iv. The University will provide the Union with advance notice, no fewer than **XXX** 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 3: With respect to vision benefits:

i. PhD students and [Bargaining Unit Employees] will be eligible to enroll in a vision insurance plan, which is currently the Aetna Vision Preferred Plan.

<u>Section 4</u>: 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.

CHILDCARE

<u>Section 1</u>: PhD [Bargaining Unit Employees] may apply for the University's child care subsidy, which will be set according to the following schedule: a) \$5,000 for academic year 2021-2022, b) \$5,500 for academic year 2022-2023, c) \$6,000 for academic year 2023-2024. 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.

<u>Section 2</u>: 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].

<u>Section 3</u>: 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: If a [Bargaining Unit Employee] caretaker is assigned to teach or conduct research, the [Bargaining Unit Employee] may submit their scheduling request when planning for the semester in which it is to be taken. The University will consider a [Bargaining Unit Employees]'s scheduling request arising from caretaking concerns and make reasonable efforts to grant them. Relevant factors in the granting of a caretaker's scheduling request may include, but are not limited to: commute distance, number of persons under their care, age of children (in the event that persons under their care are children). The University shall make reasonable efforts to follow these guidelines for accommodating scheduling requests:

- 1. As a default, when possible, [Bargaining Unit Employee] caretakers will be offered the option to teach courses that meet fewer days per week (on average by department) and courses with a lower workload.
- 2. If there is more than one [Bargaining Unit Employee] caretaker in the department that qualifies for these guidelines, the University will establish a system that alternates which caretaker teaches a course that meets fewer days per week (on average by department) and has a lower workload.
- 3. If the [Bargaining Unit Employee] caretaker is not satisfied with their accommodations, the [Bargaining Unit Employee] caretaker may appeal to the Dean of the relevant school.

TRANSPORTATION

Eligible [Bargaining Unit Employees] may participate in the University's Transit/Parking Reimbursement Program(T/PRP), on a substantially equivalent basis to similarly situated University Employees.

[Bargaining Unit Employees] will continue to have access to the University's shuttle transportation in a manner that is substantially equivalent to similarly situated University Employees.

UNION DUES

<u>Section 1</u>: [Bargaining Unit Employees] who are covered by this Agreement, and who receive compensation in the form of wages, shall be required to join the Union and pay membership dues or pay agency fees.

A. If a [Bargaining Unit Employee] elects to join the Union, they may choose to have their Union membership dues and fees deducted from each paycheck provided they have provided authorization for such deductions. The Union shall provide the University with the amount of Union membership dues and fees that a [Bargaining Unit Employee] who joins the Union must pay.

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The Union reserves the right to add to, delete or modify these proposals at any time during bargaining.

B. If a [Bargaining Unit Employee] chooses not to be a member of the Union, the [Bargaining Unit Employee] may elect to pay agency fees to the Union. The [Bargaining Unit Employee] may choose to have the Union agency fees deducted from each paycheck if they have provided authorization for such deductions. The amount of the agency fee will be set by the Union in a manner consistent with legal requirements.

Section 2: As soon as feasible after receipt of such authorization from an eligible [Bargaining Unit Employee] as defined in Section 1 above, but no later than the fall semester, the University shall deduct Union membership dues/fees, and agency fees from each paycheck. The University shall remit the dues/fees, and agency fees to the Union, together with an electronic list of names of the [Bargaining Unit Employees] from whom deductions were made. The electronic list shall contain the [Bargaining Unit Employee]'s name and UNI, amount of dues/fees, and agency fees deducted, and gross wages.

<u>Section 3</u>: 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).

<u>Section 4</u>: Deductions shall commence for the first full pay period following receipt of the Student Employee's authorization and shall continue unless affirmatively revoked by the [Bargaining Unit Employee]. The University is not required to make retroactive deductions.

<u>Section 5</u>: The University shall electronically transmit to the Union within fifteen (15) business days after the last payday of each month, all dues and fees deducted for that month in accordance with Section 6 above.

Section 6: If a [Bargaining Unit Employee] covered by this Agreement fails to pay Union dues or the agency fees, the Union may request, in writing, that the University impose an administrative fine of \$250 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. The University shall impose the administrative fine upon the Union's request if the Union demonstrates that it provided the [Bargaining Unit Employee] with adequate written notice and an opportunity to correct the failure to pay Union dues or the agency fees. Any administrative fine collected by the University shall be dedicated to the Student Employee Support Fund established in Article [Health Benefits]. Administrative fines allocated to the Support Fund shall not change the University's budgeting commitments to the Support Fund, but rather 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 or agency fees. 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 or the agency fees as outlined in this Section.

<u>Section 7</u>: The University will not discourage [Bargaining Unit Employees] from becoming members of the Union.

<u>Section 8:</u> The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as is provided by the University to other unions at the University.

UNION ACTIVITY/ACCESS

Section 1: A representative of the Union shall have reasonable access to appropriate offices of the University for the purpose of conferring with its delegate(s) and/or [Bargaining Unit 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. Notwithstanding the above, union access shall not be permitted in 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.).

<u>Section 2:</u> No [Bargaining Unit Employees] shall engage in any Union activities while on working time, including the distribution of literature.

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. The Union shall submit a current list of Union Delegates and Officers to the University every six (6) months. Union representatives will have reasonable time to administer the parties' Collective Bargaining Agreement as long as it does not interfere with their academic responsibilities. No officer or steward shall be discriminated against for union activity.

<u>Section 4:</u> The University will provide the Union with access to meeting space to provide information about Union membership to [Bargaining Unit Employees] twice per semester including the summer term.

<u>Section 5:</u> The Union shall be provided with an opportunity to meet with [Bargaining Unit Employees] to distribute forms and other information during orientation sessions that take place at the beginning of the semester.

<u>Section 6:</u> Within twenty (20) days after the start of each semester including the summer term, to the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide the Union, at no cost, with the following information:

- A. Name;
- B. Uni;
- C. Job title;
- D. Academic unit;
- E. Degree program;
- F. Hiring unit;
- G. Work location;
- H. Work phone number and email.

<u>Section 7:</u> The University will provide the Union with a report listing job title, degree level, and salary paid during a semester when a [Bargaining Unit Employee] is on appointment (without including any personal identifying information) once per semester including the summer term.

<u>Section 8:</u> The University shall publish the Agreement on the Labor Relations website.

WORKWEEK

Section 1: The workweek for a [Bargaining Unit Employee] shall average no more than twenty (20) hours over the course of a semester, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their professional goals, and on demonstrating their intellectual and research capabilities, rather than working a specified number of hours. Required work schedules must be reasonable, and related to the instructional or research needs. This Article is not intended to increase the weekly work expectations of [Bargaining Unit Employees].

<u>Section 2:</u> Specific hours worked each week will fluctuate for some [Bargaining Unit Employees] due to the nature of their work. The work of a [Bargaining Unit Employee] performing research may overlap with the academic work of the student in the degree program.

<u>Section 3:</u> [Bargaining Unit Employees] are encouraged to informally resolve any concerns about the hours worked with their Supervisor or Department Chair. If a [Bargaining Unit Employee] believes that the hours worked each week are unreasonable, a grievance may be filed at Step 2.

NO STRIKE/NO LOCKOUT

<u>Section 1:</u> 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 [Bargaining Unit 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.

<u>Section 2:</u> During the life of this Agreement, the Union will not cause, or cause the [Bargaining Unit Employees] represented by it to cause, nor will any such [Bargaining Unit 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 [Bargaining Unit Employee] shall participate in any such activity.

<u>Section 3:</u> Should any [Bargaining Unit Employee] take part in any strike or other activities contrary to the terms of this Article, the University shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the [Bargaining Unit Employee] 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 [Bargaining Unit Employees];
- B. advise the University in writing that such action by [Bargaining Unit Employees] had not been called or sanctioned by the Union;
- C. notify [Bargaining Unit Employees] of its disapproval of such action and instruct such [Bargaining Unit Employees] to cease such action and return to work immediately.

<u>Section 4:</u> The University agrees that it shall not lockout any of the [Bargaining Unit Employees] covered by this Agreement.

<u>Section 5:</u> Any [Bargaining Unit Employee] engaging in any conduct prohibited by this Article will be subject to disciplinary action.

HEALTH AND SAFETY

<u>Section 1:</u> The University, the Union and [Bargaining Unit Employees] are committed to maintaining a safe and healthy work environment.

<u>Section 2</u>: The University and its [Bargaining Unit 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 [Bargaining Unit Employee] shall be subjected to retaliation for reporting or inquiring about a health and safety concern.

<u>Section 3:</u> In accordance with OSHA guidelines, a [Bargaining Unit Employee] will not be required to work in conditions which pose an imminent danger to their health and safety. If a [Bargaining Unit Employee] is aware of an unsafe working condition, the [Bargaining Unit 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.

<u>Section 4:</u> 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.

<u>Section 5:</u> 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.

<u>Section 6:</u> The University will make reasonable efforts to address ergonomic issues and questions which arise in the workplace.

Section 7: 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 four (4) representatives to the Health and Safety Committee. Attendance at meetings will not unreasonably interfere with the performance of their regular job duties.

<u>Section 8:</u> The Health and Safety Committee can request copies of test results or other clearance notifications.

<u>Section 9:</u> The University shall continue to comply with the New York State Workers' Compensation Law.

DISCIPLINE AND DISCHARGE

<u>Section 1</u>: Decisions about academic standing or dismissal (including but not limited to failure to make adequate academic progress; sub-par performance in examinations and academic milestones; quality of research or teaching; academic dishonesty; etc.), shall be at the University's sole discretion, and shall not be subject to grievance or arbitration.

<u>Section 2</u>: The discipline or discharge of a [Bargaining Unit Employee] that results from conduct that relates to the job performance of the [Bargaining Unit Employee], (including but not limited to absenteeism; lateness; failure to adhere to stated course or research deadlines; failure to aid in the preparation of course or research materials; failure to hold sections, labs, or office hours; failure to grade, failure to perform assigned lab duties, willful abandonment of teaching or research assignments; etc.) shall be only for just cause.

<u>Section 3</u>: For purposes of this Agreement, discharge means termination of an appointment before it would otherwise have ended, but does not include non-appointment or non-reappointment of an individual, termination at the conclusion of a research or teaching appointment, or termination resulting from a loss of funding; all such decisions shall be at the University's sole discretion, and shall not be subject to grievance or arbitration. Discipline does not include critical or negative performance evaluations or feedback.

<u>Section 4:</u> Where possible, before a suspension or discharge for reasons described in [Section 2], a conference meeting will be held with the [Bargaining Unit Employee] and their supervisor. The [Bargaining Unit Employee] may request to have union representation present at the conference meeting.

<u>Section 5:</u> The University will promptly notify the [Bargaining Unit Employee] and the Union in writing of the issuance of discipline.

<u>Section 6:</u> Students who do not hold research or teaching appointments shall not be subject to this Article, and shall continue to be treated according to applicable University policies concerning students.

Section 7: If the Union desires to contest a suspension or discharge, 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 herein set forth; commencing at Step 3 of the grievance procedure.

<u>Section 8:</u> In cases of discharge where an [Bargaining Unit Employee]'s current visa status may be affected, the Union and the University will use best efforts to expedite the grievance and arbitration process.

COMPENSATION

<u>Section 1</u>: 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").

<u>Section 2</u>: 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.

<u>Section 3</u>: 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:

- 1) Negotiate minimum levels of total support provided by each academic unit named below to students who hold an appointment in the first year of this Agreement. The University would retain discretion to determine, consistent with legal requirements, the amount of support to be treated as salary for tax purposes.
- 2) Negotiate a minimum percentage increase of total support for students who hold an appointment during this Agreement.
- 3) Provide support for students admitted with guaranteed years of support, during semesters when they register but do not hold an appointment, that is 2% less than they would receive under this Agreement if they did hold an appointment.

Section 4: For the academic year 2021-2022, 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, the School of Nursing, the Business School, and all departments with PhD programs in the Mailman School of Public Health 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, SIPA, or the School of Social Work, shall be pro-rated accordingly (e.g. \$33,750 for nine-month appointments), or a total support increase of no less than 3%, whichever is greater.

Section 5: For the academic year 2021-2022, a PhD [Bargaining Unit Employee] who holds a ten-month teaching or research appointment in the GSAS Department of Ecology, Evolution, and Environmental Biology (E3B) shall receive total support of no less than \$40,250.

<u>Section 6</u>: For the academic year 2021-2022, an MFA [Bargaining Unit Employee] who holds a nine-month teaching or research appointment shall receive total support of no less than \$33,750.

<u>Section 7</u>: Effective August 1, 2022, minimum total support levels for appointments shall increase by no less than 3%.

<u>Section 8</u>: Effective August 1, 2023, minimum total support levels for appointments shall increase by no less than 3%.

<u>Section 9</u>: 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%.

<u>Section 10</u>: [Bargaining Unit Employees] who are compensated on an hourly basis, and who are included in the bargaining unit, shall be paid as set forth below. The University intends to compensate student workers who perform instructional and/or research work, and who are not part of the bargaining unit, at the same minimum hourly rates.

Effective January 1, 2022, the minimum hourly rate for [Bargaining Unit Employees] who perform instructional and/or research work will be \$22 per hour.

Effective August 1, 2022, the minimum hourly rate for [Bargaining Unit Employees] who perform instructional and/or research work will be \$23 per hour.

Effective August 1, 2023, the minimum hourly rate for [Bargaining Unit Employees] who perform instructional and/or research work will be \$24 per hour.

Where an academic unit has a publicized standard hourly rate of pay that exceeds \$22, the minimum per hour rate for the academic year 2021-2022, the University agrees that for the life of this Agreement, such standard hourly rate will not be reduced below what it was as of the date of ratification.

<u>Section 11</u>: 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.

<u>Section 12</u>: 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.

INTERNATIONAL STUDENT 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 helps advise [Bargaining Unit Employees] generally on visa issues as they relate to the academic and/or employment relationship with the University. The University does not provide legal advice to [Bargaining Unit Employees], but ISSO can help refer [Bargaining Unit Employees] to attorneys and agencies for complex immigration issues or if the [Bargaining Unit Employee] is in need of immigration advice unrelated to the [Bargaining Unit Employee]'s academic and/or employment relationship with the University. Legal fees, if the [Bargaining Unit Employee] retains such an attorney, would be the sole responsibility of the [Bargaining Unit Employee] unless otherwise offered by the University. The University will sponsor a presentation with an immigration attorney on visa related matters twice a year.

<u>Section 2:</u> In cases where a [Bargaining Unit Employee] is unable to return to the United States as a result of the [Bargaining Unit Employee]'s immigration status, and for reasons outside of the [Bargaining Unit Employee]'s reasonable control (*e.g.*, administrative processing), the University shall make reasonable efforts to arrange for the [Bargaining Unit Employee] to continue to perform their duties remotely outside the United States, for a limited period of time, subject to legal restrictions. Any determination made under this section is not subject to arbitration under Section 4 of the Grievance and Arbitration article.

Section 3: If the University is not able to lawfully employ or continue to employ a [Bargaining Unit Employee] as a result of the [Bargaining Unit Employee]'s immigration status, the University agrees to make reasonable efforts to re-employ, once the [Bargaining Unit Employee] has obtained work authorization or the immigration status that lawfully permits them to work as a [Bargaining Unit Employee]. The timing and feasibility of re-employment shall depend on several academic factors, including, but not limited to, the academic calendar, availability of lab space and research funding. Any determination made under this section is not subject to arbitration under Section 4 of the Grievance and Arbitration article.

<u>Section 4:</u> [Bargaining Unit Employees] shall have the right to reasonable time off without loss of pay in order to attend visa and immigration proceedings for themselves or their spouse or children. A [Bargaining Unit Employee] 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.

<u>Section 5:</u> If a [Bargaining Unit Employee] who possesses the requisite visa documentation and work authorization to lawfully enter the United States is barred entry through no fault of their own, the University and the Union will use best efforts to assist the [Bargaining Unit Employee] where possible.

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

<u>Section 7:</u> The University should include a Union representative on the University-wide International Student Leaders Committee.

TAX ASSISTANCE

<u>Section 1:</u> Most international students and scholars are nonresidents for federal tax purposes. Due to the complexities of U.S. tax law and legal restrictions, the staff of the ISSO (and all University offices) are neither qualified nor permitted to provide individual tax advice.

<u>Section 2:</u> ISSO offers resources to assist international [Bargaining Unit Employees] with their tax issues. As long as such programs exist, ISSO will continue to offer web-based tax software designed exclusively for international students, scholars, and their dependents who are non-residents for federal tax purposes.

<u>Section 3:</u> By using these tax assistance programs, the [Bargaining Unit Employee] acknowledges that the University is not liable for any errors and incidental or consequential damages in connection with the furnishing, performance or use by the [Bargaining Unit Employee] of these web-based tax software systems.

<u>Section 4:</u> ISSO determines the method in which tax information is disseminated, which may include seminars, webinars, and workshops. This information may be made available on the University website.

COPYRIGHT AND INTELLECTUAL PROPERTY

<u>Section 1:</u> [Bargaining Unit 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.

<u>Section 2:</u> The University shall not engage in any form of retaliation against a [Bargaining Unit Employee] who engages in a good faith effort to assert rights or otherwise participates under the University's Copyright and Intellectual Property policies.

RESEARCH INTEGRITY

<u>Section 1:</u> [Bargaining Unit 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.

<u>Section 2:</u> The University shall not engage in any form of retaliation against a [Bargaining Unit Employee] who engages in a good faith effort to assert rights or otherwise participates under the University's Misconduct in Research policies.

JOB POSTINGS

<u>Section 1</u>: The parties recognize that the University has discretion over who is hired as a [Bargaining Unit Employee], the qualifications for [Bargaining Unit Employee] positions and the methods used to make such hiring decisions.

<u>Section 2:</u> The parties also acknowledge that [Bargaining Unit Employee] appointments are usually made without posting, including appointments to fulfill a commitment of support made to a [Bargaining Unit Employee], and through departmental assignment, in connection with advising relationships with faculty members, and through arrangements made between departments.

Section 3: The University website may be utilized to post positions not filled as stated in Section 2 of this Article. The positions posted on the University website will include necessary and legally required information. The University will encourage, but will not require, employing units to post positions on this website. Nothing in this Article will prohibit an employing unit from advertising a position in a manner other than the University website.

RETIREMENT PROGRAM

In accordance with current practice, eligible [Bargaining Unit Employees] may continue to participate in the University's Voluntary Retirement Savings Plan.

SIDE LETTER:

Between Student Workers of Columbia - UAW and Columbia University Regarding
Changes to the EOAA Investigative and Appeals Process

December 22, 2021

I- EOAA INVESTIGATIVE PROCESS AND PROCEDURES

A- Advisors

Parties are entitled to one advisor of their choice. The advisor may be an attorney- advisor or other advisor and may accompany the Party to any interview or meeting related to the investigation. An advisor may provide support and advice about the investigation to their advisee. However, an advisor may not present on behalf of their advisee nor may they behave in a manner that is disruptive to the investigative process.

Communication with advisors by EOAA must be authorized in writing by a Complainant or Respondent. Such communication could include scheduling requests, requests for information and evidence, Investigation status updates, the sharing of documents, and other Investigation related matters. Absent the Party's written consent for EOAA to include the advisor on such communication, the Party will be responsible for informing the advisor on all matters. The EOAA will not intentionally schedule meetings, interviews, hearing dates, or any other related proceedings where the advisor is not available, provided that the advisor act reasonably in providing available dates and works collegially to find dates and times that meet all schedules.

B- Investigator Assignment

The Vice Provost for EOAA or their designee will assign an investigator or team of investigators to an investigation. The investigator(s) assigned to a matter will tailor an investigation based on the facts, nature, and complexity of the allegations and surrounding circumstances. All investigators will have extensive training in investigating and evaluating conduct prohibited under EOAA Policies & Procedures. The investigator(s) will be impartial and unbiased and treat Complainants and Respondents equitably. The University may, in its sole discretion, assign

appropriate internal non-EOAA investigator(s) or outside investigator(s) to a matter. Should a Party perceive a potential or actual conflict of interest or bias related to the investigator(s), the Party is expected to promptly raise such conflict in writing to the Vice Provost for EOAA.

C. Fact Gathering Stage

The Investigator will attempt to gather information directly related to the allegations by interviewing the Complainant, the Respondent, and any other person(s) with information directly related to the allegations. The Investigator may also review personnel records, documents, and other materials that could be directly related to the allegations.

If the Investigator wishes to question a Party regarding certain evidence gathered, the Investigator will share that evidence with a Party in advance of a scheduled meeting to provide a fair opportunity for the Party to respond to questions presented during the meeting. During an investigation, the EOAA Investigator will record the interviews of each Party and the interviews of witnesses. These recordings (or, in limited circumstances, a transcript of such recordings) will be made available to the Parties for Inspection and Review. No party or witness shall have the right to record their own interview.

D. Inspection and Review of Evidence

- 1. Prior to the completion of the Investigation, the Parties will have an equal opportunity to inspect and review the evidence obtained through the investigation. The purpose of the inspection and review process is to allow each Party the equal opportunity to meaningfully respond to the evidence prior to the conclusion of the EOAA Investigation.
- 2. Prior to obtaining access to any evidence, the Parties and their Advisors must sign an agreement not to:
 - Disseminate any of the evidence subject to inspection and review that was submitted by another Party or witness or obtained from any source other than the Party themselves;
 - Use such statements or evidence for any purpose unrelated to the Investigative Process.
 - However, Parties are not prevented from discussing the incident(s) that are the subject of the Investigation. Once signed, this Agreement may not be withdrawn, including if a Party withdraws from the Investigative Process.
- 3. Once the investigation is substantially complete but before a report is prepared, evidence that will be available for inspection and review by the Parties will be any evidence that is directly related to the allegations raised in the Complaint. It will include any:
- Recordings made by EOAA of discussions with each Party and with witnesses;
- Evidence that is relevant and directly related to the allegations;

• Inculpatory or exculpatory evidence (i.e., evidence that tends to prove or disprove the allegation(s)) that is directly related to the allegations, whether obtained from a Party or another witness.

All Parties must submit any evidence they would like the Investigator to consider prior to the inspection and review of evidence by the Parties.

- 4- The EOAA will make the evidence available for each Party and each Party's advisor, if any, to inspect and review in person. The EOAA shall have sole discretion to determine the format and any restrictions or limitations on access.
- 5- The Parties will have ten (10) business days to inspect and review the evidence and submit a written response by email. Any written response to the evidence by the Parties will be considered by the investigator prior to completion of the Investigative Report.

E- Investigative Report

Once the inspection and review of the evidence by the Parties and the fact gathering stage has concluded, the Investigator will draft an Investigative Report. The Investigative Report will include:

- A review of the facts and supporting evidence;
- An analysis of the facts as they relate to EOAA Policies & Procedures; and
- A determination as to whether, by a preponderance of the evidence, it is more likely than not that the alleged conduct violated EOAA Policies & Procedures.

The Complainant and the Respondent with their adviser, if any, may review the Investigative Report at the EOAA office or by video conference. The Investigative Report will also be made available to the Respondent's supervisors(s). The Parties may take notes of the Investigative Report, but may not take photos, screenshots, or copy it in whole or in part when reviewing it.

II- APPEALS PROCESS

A- Appellate Panel:

1. In order to provide a neutral, third-party review of EOAA findings and recommendations, the University and the Union will establish a pool of mutually agreeable independent Appellate Officers. The University will also establish an Advisory Group with representatives from various constituencies, including the SWC-UAW, Local 2110, to provide input for the selection of independent Appellate Officers. The independent Appellate Officers will be selected on an individual rotating basis to hear appeals from EOAA determinations.

- 2. Appellate Officers shall be individuals from outside of the University with significant experience in higher education and/or in employment law.
- 3. Appellate Officers will receive training on the workings and purposes of the EOAA process, and on the duties of an Appellate Officer.

B- Appellate Procedures:

- 1. Either party to an EOAA investigation may submit a written request within 10 business days from the issuance of an EOAA determination. Failure to meet the 10- day deadline will result in a waiver of the right to appeal.
- 2. The Appellate Officer will conduct a thorough review of the written record, and may meet with the Parties and the investigator, but may not hear testimony of witnesses.
- 3. The Appellate Officer will render a written decision within 20 business days of the receipt of the appeal. The Vice Provost for EOAA will provide written notice to the Parties of the final disposition of the matter. The decision of the Appellate Officer is not subject to further review.
- 4. Any discipline imposed prior to the filing of the appeal will stand during the pendency of the appeal. Discipline may also be imposed while the appeal is pending.

C- Scope of Appeal:

- 1. A procedural error impacted the outcome. An appeal on this ground must identify each instance of substantive procedural error.
- 2. New information, unavailable during the investigation, may affect the outcome. An appeal on this ground must specify the reason this information was not available or not provided to the Investigator during the investigation, and why the information could not have been provided on a timely basis.
- 3. The investigator had a conflict of interest or exhibited bias that impacted the outcome. An appeal based on this ground must explain the conflict of interest or bias for or against Complainants or Respondents generally, or the individual Complainant or Respondent, that affected the decision.
- 4. There were relevant, disputed issues or questions concerning interpretation of University policy that impacted the outcome. An appeal on this ground must state, in detail, the issues or questions that support this allegation.
- 5. Complainant's allegations were substantiated in whole or in part, but the proposed changes to Complainants working conditions are insufficiently protective of Complainant or unnecessarily disruptive given the findings. An appeal based on this ground must state the reason(s) that the proposed changes are insufficient or disruptive. Complainant may not appeal actions taken or not taken concerning Respondent.

III- EOAA PROCESS IS NOT SUBJECT TO COLLECTIVE BARGAINING

The University is agreeing to make these substantive changes to the EOAA process on a non-precedent setting basis. The EOAA process shall not be subject to collective bargaining. The Union may propose to supplement that process, so long as such proposals do not conflict with the EOAA process.

SIDE LETTER:

Between Student Workers of Columbia - UAW and Columbia University Regarding
Transitional Funding for Change of Academic Advisor Situations

December 22, 2021

The University is willing to adopt the following program for the benefit of graduate students, as students. The University is bargaining over these issues on a permissive basis.

The University shall guarantee advisor-independent transitional funding for five [5] working months for Columbia University graduate students who believe that they are in a situation or relationship with an academic advisor that is unhealthy, or characterized by discrimination, harassment, other inappropriate behavior, or behavior that violates University policy. The student may request that a Union representative be present in any and all meetings.

- 1. The University and the Union shall mutually agree upon all Transition Coordinators (TCs), one for the Office of the Provost and one for each School, who will guide the student through the process of obtaining Transitional Support and can help to identify another academic advisor who will be willing to supervise the student's work, in accordance with the provisions below.
 - a. TCs are advocates for the student, helping them navigate the transitional support structure.
 - b. The University will hire the Provost TC and appoint each School TC. All students will initially meet with the School TC. It is important that the School TC act as an approachable and strong advocate for the students and have enough authority in the departments they oversee to be able to help the student.

- c. The student, or School TC with the student's approval, may choose to have the Provost TC act as a mediator or support to help the student discuss their situation with the School TC and departmental leadership.
- 2. A graduate student can access this program at any time. The TC(s) will perform an assessment to learn more about the situation and explore with the student other options that may be available. The final decision to proceed with the transition will be made by the student. No proof of the student's unhealthy situation is required for transitional support to be granted.
 - a. The TC(s) will work with the relevant parties, including the school's Dean and Provost if necessary, to put the transitional funding in place.
 - b. The TC(s) shall also ensure the student finds a new advisor and provide support if the student has not identified one on their own.
 - c. If a graduate student finds a new academic advisor before the end of the funding period, and funding is not immediately available from the new academic advisor, the student will continue to be funded by the transitional funding through the remainder of the 5 month period, if needed.
 - 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 TC(s) and the Union
 - e. A change in academic advisor should not be interpreted as a determination that either party is at fault.
- 3. The graduate student's original advisor may ask the student to wrap-up/hand-off their duties (i.e., train new students, finalize/compile data and other materials, etc.). This shall take no more than 15 hours per week of the student's time, for up to 4 weeks. In cases where the graduate student does not agree to the terms of the requested wrap-up/hand-off duties, the TC(s) will work with the student and academic advisor (separately, if the student wishes) to facilitate a workable arrangement.
- 4. A student seeking this funding will receive it within two weeks so they do not miss a pay period.
- 5. If a student transitions between programs, the two academic units will collaborate with the TC and Union representative to ensure a smooth transition for the student.
- 6. In situations where the plan of action does not include a change in academic advisor, the Coordinators will ensure that appropriate oversight and academic support for the plan is in place.
- 7. The University will clearly advertise and promote this program throughout the University and its departments. This will include publicizing the program, including all specifics regarding its implementation on each department's website and handbooks. In conjunction
 - 40 The Union reserves the right to add to, delete or modify these proposals at any time during bargaining.

- 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).
- 8. Students utilizing this program will receive reasonable academic accommodations, including flexibility around degree requirements and milestones, mutually agreed upon by the TC(s), new advisor or DGS, student. The degree requirements and milestones may include: allowing flexibility around the timeline for executing incomplete degree requirements and not asking students to re-execute previously completed degree requirements. This decision will be respected and recognized by the department when determining the student's academic progress.
- 9. The University is committed to leveraging insight from this program to help address problematic academic advising on a continuous basis. No later than twelve [12] months after the ratification of this agreement, the Union and the University will meet in a working group to develop a collective plan for tracking advisor switches and developing appropriate responses for troubling patterns and behaviors made evident by this program, including abuses of the program by students, patterns of unhealthy working environments within departments, and consistent concerning behaviors of particular faculty or staff. This working group will be made up of graduate students, faculty, and Union representatives. This plan and guidance will be implemented no later than six (6) months after the working group's first meeting. This working group will also discuss any necessary changes to the implementation of this program.
- 10. The University will provide protection from retaliation for students transitioning academic advisors.
 - a. The TC(s) will inform all graduate students using this program of the University's retaliation policies and proactively and periodically reach out to these students throughout and following the transition. If retaliation occurs, the TC will provide students support in reporting any misconduct through appropriate University processes.
 - b. All academic advisors and other faculty will be instructed that retaliation against students who access this program is strictly prohibited. Individuals found to have engaged in retaliation will be subject to sanctions.
 - c. The TC(s) will work with departmental or program leadership to provide avenues for the graduate student to find alternative letter writers and references, if desired.
 - d. The TC(s) 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.
- 11. As this program is being provided for the benefit of graduate students, as students, nothing in this program shall be subject to mandatory bargaining, grievance or arbitration.

SIDE LETTER:

Between Student Workers of Columbia - UAW and Columbia University concerning COVID-19 Funding Extensions

December 22, 2021

This reiterates our previous discussions about the 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, including but not limited to students who were prevented from having access to research collections or sites, or who were forced to depart from research locations, or who were prevented from accessing their labs.

Students affected in such ways should be provided official notice of appropriate additional resources beyond the funding promised upon admission.

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 funding 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.

The parties agree that this Side Letter is not subject to the Agreement's Grievance and Arbitration provisions.

SIDE LETTER:

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

December 22, 2021

Effective Summer term of Academic Year 2021-2022, PhD students or [Bargaining Unit Employees] who are funded on a nine-month basis shall receive a summer stipend of at least \$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].

The parties agree that this Side Letter is subject to the Agreement's Grievance and Arbitration provisions.

SIDE LETTER:

Between Student Workers of Columbia - UAW and Columbia University concerning the Health and Safety Protections of Student Workers from Governmental Agencies at Columbia

December 22, 2021

The University shall comply with all applicable laws regarding the health and safety protections of the privacy of all PhD students and [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.

The parties agree that this Side Letter is not subject to the Agreement's Grievance and Arbitration provisions.

SIDE LETTER:

<u>Between Student Workers of Columbia - UAW and Columbia University concerning Fee</u> and Tuition Waivers

December 22, 2021

The University will provide coverage for matriculation and facilities charges and health fees, as well as the international service fee if applicable, for students in all schools who have external awards when the following conditions apply:

- the external granting agency requires that Columbia covers the tuition and fees, OR
- the value of the external award is greater than or equal to the definition of a "significant award" under the GSAS external award policy (i.e., two-thirds of the standard academic year stipend)

For students with external awards that do not meet the definition of a "significant award" under the GSAS external award policy, the University will make reasonable efforts to establish a cost-sharing arrangement with the department to cover the M&F tuition and related fees.

For students who make good faith efforts to apply for external awards but do not receive them, an appeal may be made to the Dean of their school for a similar cost-sharing arrangement.

Some schools, such as GSAPP, cover the cost of matriculation and facilities charges and health fees, as well as the international service fee if applicable, for all students in their 6th and 7th years. Nothing in this side letter will be construed to undermine such practices.

The parties agree that this Side Letter is subject to the Agreement's Grievance and Arbitration provisions.

SIDE LETTER:

Between Student Workers of Columbia - UAW and Columbia University concerning Unfair Labor Practice Charges

December 22, 2021

Upon the ratification of this Agreement, the Union agrees to withdraw without prejudice its Unfair Labor Practice Charge against the University with the NLRB under case No. 02-CA-283546.

The University will ensure that all [Bargaining Unit Employees] who would have received a minimum 3% annual compensation increase under the established practice prior to this

Agreement's ratification will receive at least that same annual compensation increase for the duration of this Agreement.

Upon the ratification of this Agreement, the Union agrees to withdraw without prejudice its Unfair Labor Practice Charge against the University with the NLRB under case No. 02-CA-286589.

The University will disburse stipends to all applicable [Bargaining Unit Employees] for the duration of this Agreement according to a schedule that reasonably approximates the Academic Year 2020-2021 disbursement schedule.

THIS AGREEMENT IS SUBJECT TO RATIFICATION BY BOTH SIDES.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representative thereunto duly authorized on this xx day of xx xxxx.

Agreed to:	
THE TRUSTEES OF	SWC, LOCAL 2110,
COLUMBIA UNIVERSITY	INTERNATIONAL UNION,
IN THE CITY OF NEW YORK	UAW, AFL-CIO
Date:	Date:
Negotiating Committee	Negotiating Committee

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