

June 16 SWC Bargaining Notes

This document is a live transcription (to the best notetaking ability of our member volunteers) of the 6/16 Bargaining Session with Columbia. If you have edit access to this document and are not one of our dedicated notetakers, please change yourself to “viewing” mode.

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[Whatsapp Yap Chat](#)

1. CO
2. JD
3. KT
4. JP
5. BP
6. RV

PART ONE

BP: Thanks for sending two more bargaining dates. We are making sure enough of our BC can make each session but think its very likely we will be available on both days. We will get back to you in the next couple days. Which rooms would these sessions be in? Please feel free to send dates for August as well as soon as you can.

We are currently making sure that enough of our members can make those dates

Most likely it would need to be in the robing room, other rooms are unavailballe at this time.

BP: Please send us dates for august as well. I'd like to check in on the status of our RFI, we had asked for information of things we need to estimate the cost of our proposals, just wanted

DD: We received, we are recording it and will respond accordingly.

KT: On the summer student officer report LE said you would provide that. However the past two semesters you have provided anonymised reports. Please provide us non-anonymized reports.

DD: Too late to do introductions, will you be here on a regular basis?

LE: What is your last name?

KT: Tavangar

AN: My name is Asa, I'm recording notes today

Union Rights

RV: For Union Rights, our team has heard the University's objections and reincorporated existing contract language. In Section 1, we reincluded the sentence: "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." We also reincluded Section 2, "No Student Employee shall engage in any Union activities while on working time, including the distribution of literature." In Section 5, we clarified that we would like the University to not require that new student employees be present elsewhere during scheduled union orientations. This was intended to correct for cases in which departments required first years to participate in some sort of training that was scheduled at the same time as the union orientation. Finally, we deleted Section 7 which asks the University to provide office space to the Union.

We hope altogether this movement results in some corresponding movement from the University. For instance, ultimately we decided to keep Section 4, which specifies that the Union shall have access to Event Management System software, which other student groups already access in order to book spaces to hold meetings and other events.

DJ: : The union is not a student organization

RV: A union account would simply provide a clear, accountable process for reserving rooms through existing systems. This comes at no additional cost to the university, because we could just be integrated into the already-existing system that accommodates campus groups. We are not seeking special booking privileges or exemption from standard reservation policies, and the current informal workaround process reduces transparency, presumably making it harder for the University to accurately track room usage and compliance with event policies.

Finally, we've kept our request for the information specified in Section 8, for reasons discussed at our April 28th session. To restate our case, it benefits both the university and the union to have greater transparency about student employee lists. Accurate employee lists reduce administrative burden for everyone by reducing constant back-and-forth and giving both parties a shared baseline: without reliable roster data, the union has to send in repeated information requests to the university, which presumably are burdensome both to the university and the union. That is it on union rights

DD: Just a question. Your proposed UR article 19, your proposal is to replace union access with rights, there's not another article you're proposing?

RV: That's correct.

DJ: Whats with the heading change?

RV: I don't know. Shall I pass to union leave?

DJ: Yes.

Union Leave

RV: We acknowledge that the University has expressed that it is not willing to counter on Union Leave, citing the fact that the provisions in Union Leave concern academic issues and hence implicate management rights. We have decided to get rid of Section 2, which introduced an unpaid union leave of absence, and specified that up to 5 student employees could take time off to conduct union business while retaining their housing and health insurance. However, we kept the remaining sections, which specify that representatives could be relieved of teaching and research responsibilities in order to conduct union work, while still being compensated by the University. To that end, for the purposes of concision, we deleted Section and reincorporated it into Section 2.

We are proposing this article because effective labor relations require that workers have the capacity to represent one another. To ensure labor relations run smoothly at this university, our union members handle grievance intake, contract enforcement, member education about contract enforcement, and workplace problem-solving as volunteers. That is substantial work done for the smooth operation of this university, and is done outside of the work we already do as researchers and graders. Right now, student workers who take on these responsibilities do so on top of already demanding workloads, which creates burnout and makes continuity difficult. This proposal ensures that there are trained points of contact who can resolve issues early and quickly and dedicate more time to administrative matters. This benefits the university: when there are trained representatives with dedicated time, workplaces concerns are addressed earlier and more efficiently, improving communication and reducing administrative delay between the union and the university.

DJ: Do you think it benefits the university to pay people to file grievances against us? If someone is appointed for a semester as a TA says they are going to be a union rep should we find another TA?

KT: That's guarded against by section 3, so you would generally not?

CU:

You are paying TAs far in advance of the semester, so if someone is taken out of the pool of 5 TAs, they are going to need to be replaced

KT: So that is a timing issue, there could be an amount of time beforehand where that won't be an issue.

CU: there's a limited number of bodies, there's a limited number of people who can TA astronomy or french, they are not interchangeable.

KT: Would the admin be open to paying people to be representatives?

DJ: We're not interested in paying union representatives?

DD: I think it's a struggle in the labour management world to implement this, this is our point of view

RV: may i ask does CU have pref between sec two crossed out or new sec 2? Paying new people or having people be relieved of teaching responsibilities?

DD: So we think the language in the agreement worked well despite our challenges in getting to a new agreement. I think the parties have worked well in handling business. There has only been one arbitration in a 5 year period. We started one arbitration. That's a testament to our ability to work things out in an administrative way. I know you're asking for something that's quite different but I;m not sure it's the best use of resources

CU: Another issue is housing, if you aren't a registered student you wont be eligible for housing. Exception for very severe medical issues, like chemotherapy.

CU: They have to be registered with disability services.

RV: If you're on personal leave of absence, you're not eligible? For housing.

CU: No matter if you are on leave or not, are you still a student? So you are talking about being relieved of research responsibilities. If a student misses a milestone then what?

BP: We have acknowledged that there is this line that is a little bit blurred between academic appointments and teaching appointments.

CU: Teaching can also be considered an academic milestone, this is still an academic issue.

JP: Question about medical leave. Have had students on medical leave, understanding is that it cuts into year of guaranteed housing. Does this also cut into that?

CU: We are going down a different direction.

JP: Attempting to clarify something.

CU: Need to be registered with disability.

KT: There are other types of leave, which CU is presumably comfortable working around?

CU: They are not registered as a student if they are on leave

NDH

DJ: There is both red and black in the proposal what does that signify?

KT: Black crossed out is things you rejected in last proposal, and we accepted. Black underlined is language you proposed, that we are accepting.

KT: Previously we had Columbia does not accept power based harassment, that is now crossed out.

KT: In section 1, we have removed the sentence that we had added at the end of the paragraph. We are satisfied with the sentence that the University proposed at the beginning of Section 8 in their last counter, which has the same sentiment. We have, in the previous sentence, changed “discriminatory practices, including harassment” to “discrimination and harassment”. This is meant to reflect the fact that it is possible to have harassment without discrimination and vice versa. We did not think it was correct to imply that one is a subset of the other, as this language currently does. We hope this is an uncontroversial change.

DJ: Harassment legally is a subset of discrimination as per Title VII.

KT: We hope that in communications to our members, they don’t necessarily know that. It’s more useful to have the language here that is colloquially understood so its clear to our members.

CU: The first sentence is from the current contract? Is that not sufficient for our purposes?

KT: That’s in the current contract. We are objecting to “discriminatory practices, including harassment”.

KT: In Section 2, we have made one change. We heard the University’s question last time we spoke about this article about “housing status” being unclear. I believe Dan Johns, you mentioned it could be read as being a spectrum of how nice someone’s housing is. Our intent is to have language protecting against discrimination along the binary of being housed or unhoused. We believe the change to “past or present *unhoused* status” makes that clear. The rest of the article remains unchanged. We continue to believe that the University should prohibit discrimination and harassment on the basis of neurodivergence. We understand the University’s position about neurodivergence being an undefined term. We would be open to

providing a definition in the CBA that the Union and University could use for the purpose of this contract. We have not added such a definition because we first wanted to see if that is something the University would be open to.

DJ: It goes far beyond, ND goes far beyond any existing legal protections. Putting in contract to send to an arbitrator is not appropriate

KT: That is what the arbitrator would be for.

DJ: If you have to define the term it probably shouldn't be in there

KT: There are many ND people who would not qualify as having a disability

DJ: Would it be neurodivergence if someone is smarter than someone else? If someone smarter was praised more than someone else? Wouldn't that count?

KT: I suppose you could say that, but that is why we want a definition. We understand position that it is undefined, and diff from other categories. We are still interested in including protections on that basis. We would look kindly on University including language to

DJ: We are debating terms that we don't agree on, it doesn't belong in here. Year and a half into this. That is our position.

KT: We are also keeping section 2A, about being able to grieve violations of this section.

CU: Do you mean immediately grieve? Violation of framework agreement. Nothing in contract can contradict the EOAA agreement.

KT: In the preamble to Section 4, we have made no change. We continue to believe it is entirely appropriate for a Student Employee who is a complainant or respondent to have union support at an NDH meeting, regardless of the presence of another advisor. We understood the University's main objection to be that it would render these meetings too crowded and less efficient. We do not agree, since it is University policy that advisors in these meetings are observers and not participants. There should be little to no effect on efficiency. We would also like to clarify one point about the Faculty and Staff ADDH policy about these meetings. It is ambiguous to us in the language whether Faculty and Staff are given the opportunity to have a union representative in addition to another advisor or if the advisor can be a union representative. Could you let us know the answer to that please? Our position on this provision will not change but we just want to check if the University's position is consistent for Faculty and Staff versus Student Employees.

DJ: I think our position has been that if you are entitled to a rep it can be a union rep but if you're limited to one rep then you can't have a union rep in addition.

KT: Is that also the case for faculty and staff?

CU: Everybody gets one advisor.

DD: We had discussed across the table for six months and I thought we were in agreement about the language

KT: I don't believe we were in agreement on this. We want up to two people.

DJ: Someone in the union filed a ULP on this topic which was then withdrawn

KT: Not familiar with ULP on this issue. Will check in caucus.

KT: In Section 4a: we have not made any substantial change to our previous proposal. We do not accept the University's change in the first sentence to remove the words "the Union" nor the addition of the sentence starting with "At the Student Employee's discretion". We are satisfied with the language in the previous contract and are confused as to why the University only changed this in their latest counter since it seemed to be fine with the previous language prior to that.

DJ: We think it makes it clear. These are issues that have been kicked back for more than a year. Sometimes you see other stuff. There isn't a specific reason other than you keep handing us back multiple changes to the provisions.

KT: You're cutting the union out of information from the start of this process.

CU: This isn't about the union rep, this is preamble support.

DJ: Weingarten rights are an individual right not a union right, to be clear

KT: Correct.

CO: Is this something you just realized? Trying to figure out what changed?

CU: Sometimes the student only wants the attorney there and we would have OIE reach out to the student. It's the confidentiality provisions in the new regs. To be clear the student can share it, but not OIE.

KT: Near the end of the section, we realized our previous proposal could be misinterpreted so we added an "or" to clarify that the Union may still proceed to arbitration if the OIE process is complete but also if the University fails to meet the timelines set in the rest of this section. We are interested in better understanding the University's position on this language. We do not believe the second clause should be onerous because all it requires from the University's side is communication to the Union. We are just trying to ensure that we get proper communication from the University.

DJ: We have said that we aren't required to communicate with the union

KT: For complaints that do not involve title 9 we have 60 days otherwise it's 40. We want to understand why CU is against arbitration if you don't follow timelines in section 4C.

LE: For the same reason that we needed to make the changes to 4A, it should actually be a student employee requesting the status report not the union. It is up to the person who is party to the investigation. You will need to change 4C

CO: You were saying there were new regulations?

CU: I can check with OIE

KT: Is CU open to language where if student were to involve union, would we proceed to arbitration?

LE: The burden isn't on the university to accelerate the timeline to go to arbitration, that doesn't make sense

KT: As for the final sentence about payment, the University is responsible for the safety of student workers and those on its campus. If the inability to provide a campus safe from discrimination or harassment leads to arbitration, then it is the University's responsibility to pay.

DJ: Not interested in penalty provision, that's a penalty provision.

KT: In section 4b: we have accepted the University's suggested start time of the intake meeting. We have also corrected an inconsistency from our previous proposal about the number of days, which remains 60. We have two main reasons for not moving from 60. First is that both complainants and respondents will want matters resolved as quickly as possible. Therefore the time limit here should be as low as is reasonably possible. We would like the University's explanation for why 60 days is too low. We do not believe that "this has worked under the previous contract" is a good enough reason not to reduce the number of days if it is feasible to do so, especially since there is a clause immediately following this about being able to extend the deadline.

DJ: You don't think 60 days is good enough? Come to bargaining with issues parties have mutual interest in. Sometimes issues with witnesses unavailable, many many investigations g

DJ: You should be proving to us, not us proving to you

KT: I will get to that, also clause about being able to extend if its too long. More specifically to Columbia's schedule, we are trying to make it easier for conflicts to be resolved within a single semester, since many of these complaints may be tied to the semester schedule (e.g. problem between an instructor and TA). 75 business days, which is 15-16 weeks, guarantees that that will not be the case.

DJ: I don't see why that would be an issue, it's not part of the investigation. Why don't we make it 10 days then? No matter what you choose there will be an issue so we wont go from 75 to 60 days.

KT: We would be open to 10 days obviously.

DJ: But you see what I'm saying.

KT: If there is problem between instructor and TAs, that issue is likely to arise early in the semester.

DJ: I've been involved in many of these things and they arise at all different times, that is not my experience.

KT: Understand position.

KT: In section 4c: we have made no change to our previous proposal. Given that we are suggesting 60 days for the investigation, we believe a first update after 40 days is reasonable.

In section 4d we have accepted the University's language with the understanding that the language indicates the complainant will be part of the implementation of interim measures whenever they occur. If that is the case, we would consider this section closed.

DD: It's clear from our proposal?

KT: It indicates that whenever interim measures are

DD: So you're making a statement that you are accepting our proposal?

KT: Verifying that that is your interpretation of your proposal?

DD: We wouldn't put it forward if we didn't believe it was appropriate.

CU: Interim measures will be put in place where appropriate. IF appropriate will be done in conjunction with complainant.

KT: In Section 4f we have withdrawn the sentence we added to the previous contract with the understanding that the definition of retaliation listed in the Faculty ADDH policies is appropriate for this context and that a change to the Faculty ADDH policies will not influence the mutual understanding of retaliation.

LE: That's your language you've added that you're withdrawing?

KT: We added definition of retaliation. You rejected. We accepted the rejection.

KT: In section 4g, we have accepted almost all of the University's second paragraph but we have one clarifying question about the Grievance and Arbitration step at which this provision can be grieved. Step 3 is the appeals step so we are not sure how one would begin a grievance process at Step 3. Could you clarify?

We've also made a small grammatical change to the second paragraph which reads more clearly to us.

DJ: In certain instances it is common to file beyond certain steps. You would then just file

KT: So you do that immediately?

DJ: That's what this would mean.

JD: Step 2 is where we file the grievance with labor relations. If we want to appeal labor relations response, we go to step 3. Does that mean we change from step 3 to step 2.

DJ: No it means that we file it in step 3 and then we get a response to that. I need to be honest if your looking for an advance thing most unions want the later step.

KT: We wanted clarification about starting at step 3?

IG: Step 2 is at the deans level, Step 3 is at the labor relations level.

DJ: You would get written response in 10 calendars days and skip step 1 and 2

JD: Would that include appeal meeting? If we get response, could we appeal that in step 3?

CU: You appeal at step 3 and follow process as outlined in the contract, which includes the meeting.

KT: That's fine with us

KT: In section 5, we are withdrawing the addition of "concurrently".

In section 6 we have made no change but would be interested in hearing the University's explanation for not including our suggested sentence at the end of the first paragraph. We have included it only because this exact scenario happened during our previous contract.

If investigatory structure changes in name and structure, does all this still apply?

DJ: Are you trying to get us to understand why we struck this language? I feel like it goes without saying, it's implied.

KT: We will remove that for next counter.

KT: In section 8, we replaced our suggested first sentence with the one from the University's last counter. Beyond that, we have seen the University's new definition for abusive conduct. We were disappointed to find that the definition lacks some of the major components that our student representative on the committee asked for. Specifically, there is no explicit acknowledgement that abusive conduct can happen at any time and place and is not limited to the workplace or work hours. Also, that there is no stated example of an individual repeatedly stating that a person does not belong or should leave the program.

CU: Would that not be a student issue?

KT: We are talking about definition CU has provided?

DJ: But when we bargain it is about employment issues, you have identified a student issue.

KT: Understood, i am presenting some issues with the definition as stated there. We are highlighting things we have issue with.

KT: We are a little troubled by the recommendations from our graduate student representative being ignored given the composition of the committee.

DJ: Just because they weren't included, doesn't mean they are ignored. The contributions were considered, doesn't mean we have to do what we said.

LE: The committee's done its work

KT: My understanding is that this was a committee of about 30 people, including one graduate student and two postdocs (is that correct?). These are presumably the members of the

committee who are most likely to be on the receiving end of power-based harassment and many of their recommendations were not taken seriously.

DJ: Some were considered and implemented

KT: We have significant disagreements.

DD: I think your position is that every single thing put forward by your rep is included. This is not just NDH policies this is university wide. The challenge is...the good thing is that you have many different stakeholders in the conversation. I believe this is very good. Other universities have gone in a different direction and have said that the union cannot talk about university wide policies. We are talking about it but we cannot talk about it during the bargaining process. If your position is that you don't recognize framework agreement, going to be challenge to moving forward. That is the underlying issue here. I would again invite you to speak to people from 5 or 6 years ago who were part of the process where we came up with the framework agreement.

CO: We know them, we speak to them frequently. Framework agreement is our position and position of our parent union. You're saying some university

DD: I said that some universities have taken the position to not put them in a CBA. We are proposing that what is in the CBA is consistent with university policy. There have been many changes to NDH and we want to ensure that what is in the CBA works in conjunction with university policy.

CO: is your only objection to PBH, this consistency issue? We've heard otherwise, but we can work on designing article consistent with overarching univ policy, just as all NDH has to be consistent.

DD: If you go back to PBH, there was an agreement that we would have a WG, now you are saying that you have issues with the WGs finding because it didn't include everything that your rep said?

CO: So that's not what we're saying, we are not saying because committee did not implement everything she said. She repeatedly felt completely disregarded, she raised specific issues, lack of recognition that abuse can happen any place and time. Comm seemed sympathetic but then was left out.

CO: Seemed like there was buy-in of idea that saying someone doesn't belong in program and should leave is harassment, but then was left out. Those viewpoints were left out. The argument that these viewpoints were included doesn't hold water any more

DD: I'm not making an argument discussed elsewhere. I think groups such as faculty, union, the senate and other representative bodies have weighed in.

CO: Which we don't disagree that this conv should also happen in other bodies, we are trying to get this written into NDH, you said these other places are the place to discuss this.

DD: So you would want a definition or section specifically for SWC employees which is different than what is used by the rest of the community?

CO: We have duty to rep our workers. We find def in other bodies insufficient for our needs, want to make sure it is consistent with other policies but need stronger protections for our workers.

DD: I understand your position.

KT: We have therefore not amended the rest of the section and we are opposed to accepting the University's new definition as written for our contract.

DJ: We would agree that a number of bullets go purely into academic issues correct?

CO: It can be used as retaliation for employment issue.

DJ: Even if it's brought up as retaliation for employment, it is still an academic issue.

CO: Sure outside duty to bargain, we are asking that you bargain over it.

DJ: So we're clear, you're seeking to bargain over academic issues?

CO: We are not conceding that anything else in this article is an academic issue, we acknowledge that it might interface with academic issue.

KT: In section 10 we have made no change. Similar provisions exist in nearly every other graduate student contract we have looked at. We believe this would reflect well on the University to have something stated explicitly in the contract and it would help our workers become aware that they have the right to reasonable time and location for lactation. We would like to know your objection. We are willing to work on specific language here as long as the spirit remains intact.

CU: You use the term 'breastfeeding parents', would that mean only breastfeeding student employees?

KT: We are only bargaining for student employees, so we can address that. Any objections?

DJ: We have responded ad nauseum

KT: Which is that??

DJ: You have our proposals, our position remains the same.

This doesn't belong in the CB agreement, reads far beyond anyone who is an employee. Much is already covered by existing protections.

KT: We understand there is existing university policy. We are open to language acknowledging university policy, while also adding additional protections.

DJ: Our policy is clear and is publicly available

DJ: This is seeking to interfere with our interactions with other institutions. Is that not a hot cargo provision?

KT: I don't think we've discussed that about this section.

DJ: We discussed this in other sections.

KT: Yes

KT: We're asking for student workers to not be discriminated against on the basis of these classes.

DJ: It says any partnerships violating discrimination practices will be suspended. These are for degree programs not for employment. You are asking us to cease partnerships with other institutions. This is an illegal provision.

CO: It does say that any student who fears discrimination on the basis of this..

CO: Our goal in this section is protections for student workers no matter if they are teaching physically located at CU or at another U with which CU has collaboration. Want to make sure those students have similar protections

DJ: There's nothing in here that says anything about employment, this is about degree programs. We are not going to discuss this, this is an illegal hot cargo provision.

KT: Will caucus and get back to you.

CO: If for example the medical campus had different practices, this would be unacceptable.

Student workers should have same protections regardless of where they are.

DJ: This doesn't say that, it says global centres will not be opened until they are in line with the NDH practices. This is inhibiting our ability to contract with something. It doesn't say they are

employing any of our members. You're coming up with a scenario that says they may eventually get employed. This is a provision that prohibits our ability to partner with other institutions.

CO: What i said earlier, would you be amenable to different language specifically on employment?

DJ: I'm not going to agree to anything that prohibits our ability to partner with other institutions.

CO: Which is why I asked about changing language to employment. And you interrupted me and shoved me down.

DJ: Why doesn't rest of provision of apply if its just about employment?

CO: Let's discuss at caucus

KT: In section 11, we have made no changes. We would like more clarity on Dan Johns' point last time we spoke about this that this provision contradicts the law. We are not sure where that is the case. It is true that we are asking for stronger protections than is required by the law. This is a very old campus and many parts of it are not accessible.

DJ: We'll get back to it, but I was clear last time. The law doesn't say whether or not accommodations are unreasonably denied.

KT: It's stronger than the legal standard.

DJ: We are not interested in having anything stronger than the legal standard

KT: I understand your position. For Part C specifically, student workers sometimes have to take exams in their first couple days here and we want them to have accommodations.

LE: But students are taking the exams...

KT: You're saying it's a student issue?

CU: These are academic issues for placement into classes that they will be taking not teaching.

KT: We understand.

KT: In section 12, we have made no change and would like to know your objections. Parts A and C of this section are widely seen in other graduate student union contracts and we believe it is only beneficial to the University to have language like this in a CBA, demonstrating your support for free gender expression.

CU: Are there jobs that require showering? I can't think of a job that require showering

KT: May be some research labs, where you get messy.

CU: Sure, there are chemical showers.

KT: We understand, this is language that exists in other contracts, so we have included it here.

DD: Have there been any issues? I know you're saying other contracts but not here at Columbia. What is the issue you are trying to resolve? If you could share an example/

JP: Specifically with showers?

KT: We can discuss at caucus. Anything else on section 12?

Mao: Are you asking COlumbia to break any laws? It sounds like it!

KT: We are not asking CU to break any law, we will discuss at caucus

LE: You are aware that we have signs asking people to use whichever bathrooms they wish, and we have several gender neutral bathrooms.

KT: We understand that. One other reason for having here, as we all know, there is an attack throughout this country on free gender expression. We are not asking CU to break laws, we are asking CU to keep protections currently in place, and not moving away from them in response to external pressure.

DD: so protections the university has have been in place for years and will continue to stay in place.

KT: Federal government is different animal right now. Don't want situation where univ give sup protections for student workers in response for things from federal government.

DD: so, nothing has changed at Columbia as you can tell. Gender neutral bathrooms are all around campus. Had disagreements with the federal government a year ago and nothing has changed.

KT: We appreciate your commitments thus far. We aren't even halfway through this admin, things are changing daily. It is appropriate to keep this in a CBA, given CU cannot ensure there will be no changes in future years.

DJ: we totally disagree, this is in violation of the management clause. This is no appropriate to be in the collective bargaining agreement.

That doesn't limit it to laws that apply to Columbia, would we have to apply a law even if it's in North Dakota?

KT: We understand objection.

KT: In Section 13, we have not made any change. We understand that OIE has confidentiality policies. We are trying to ensure that, in cases where OIE does not have to divulge confidential information, it does not do so. And we are trying to ensure that it is difficult for an outside third party to gain access to confidential information about some complainants and respondents.

CU: Parties outside university, including union?

DJ: that's how it reads tho?

KT: Sure, if that's the issue we can amend that.

DJ: Do you think the union deserves special treatment?

{}: OIE would treat the union as a third party

KT: What is the objection?

CO: We would have express provisions on what union gets from OIE.

CO: Notify individual for sure. Where union has specific info access, it is specified in articles.

KT: We are not opposed to OIE informing individual that union has received information.

{}: OIE already has a confidentiality provision, they aren't interested in changing that.

KT: We don't want OIE to change anything. We want info not required for case to go forward, it is not included in the file. So that if external party accesses file, they don't have unnecessary information.

KT: In Section 14, we have made no change and would like to hear the University's objections.

DJ: we already discussed that.

KT: can you clarify that is in relation to the advisors?

KT: We added this, related to what we said earlier where student worker is respondent, they would have right to union representative. We are asking this has no bearing on other advisor this student might have.

DJ: which we have provided

KT: We are asking that this have no bearing on the other advisor that this student employee might have

DJ: student and university processes that go beyond the duty of bargaining

KT: corollary to what we've been discussing before. In the case where we accept your proposal

KT: Where there is only single advisor, student worker retains right to weingarten right.

DJ: we aren't saying they wouldn't have that right. We don't see a duty to bargain over 2 reps

KT: We understand.

DJ: by the way there may be instances where the union representation doesn't need to speak.

KT: None of the sections we have added, you have no interest in engaging on them.

In Section 15, we have made no change.

{ }: it all interferes with the framework agreement.

KT: do you have any interest in the engaging with any of this

DJ: We've engaged in this, we don't have an interest in agreeing to them

Do you have an interest in agreeing to ANY version of these sections? There are different ways we could word these protections, is there any interest?

DJ: If there is, you would see it in a counter.

KT; thanks for bearing with us. We have one more to pass which should not take long.

CO: DD you said Columbia will keep its commitments to protect student workers.

CO: There have been widely publicized incident where COlumbia Athletics removed its trans inclusion policy. You have to believe us when we don't believe that CU will continue existing policies, when they've pulled this policy.

DD: as you said we're not bargaining over student athletic issues... student athletes are governed by other bodies, and that's why that happened.

CO: I wanted to say that we think you should believe us when we say that we don't believe the university will continue existing protections?

DD: for you to suggest that we're not a leader is any discrimination is insulting. I'm sorry

We have been a leader in non-discrimination policies and being in human resources.

Academic Freedom

KT: We know the university's position on the Academic Freedom article. We obviously hope you will change your mind. In the meantime, we have internally been working with an updated version of this article than the one we passed to you on February 27th. We wanted to give the University the up-to-date version. This is largely the same article with the addition of Parts B and C in Section 4. Part B is copied over from our previous Copyright/IP article, which we withdrew at the last session. Part C is related, about unauthorized recordings, including details about how the University can help its student workers who have been doxxed. Do you have any questions? We don't expect much discussion, since we know CU position. We are very willing to discuss this in more depth if you would like but our main objective is just to update the bargaining record for transparency.

DJ: Just so I'm understanding, if theres TA where faculty wants to videotape class and make available, student employee can say "i'm not doing it"

KT: Student employee can't object to

DJ: So they can object without consequences.

DJ: You can imagine impact on mgmt rights?

KT: We understand.

JP: Does it only apply to "unauthorized recordings"?

DJ: No

RV: Do you have proposals you would like us to consider?

DJ: Let you know after caucus.

CU: How long?

RV: 12:30 ok?

Got it

[caucus until 12:30 pm]

CAUCUSING: 11:30am-12:30pm

PART TWO:

Bex: We'd like to discuss any counters you might have

DJ: union activity and access

So you can see it is bolded, where there

We are going to 60 days because the FERPA will take us time in the beginning of the semester. We've made this consistent with the discussion that we had before.

RV: May I ask for your rejection of the EMS software?

DJ: It's something used for student groups. By law, the union is not a university student group so we don't believe it's appropriate

RV: In your section 6, some of the info we request is not in your counter.

DJ: Number of reasons, much of the info is not necessary for the union to do its job. Also, these are still students and we think there might be some objection to the breadth. 3. We don't think the existing language has been an issue.

RV: And bulletin boards?

DJ: What did you ask for?

RV: We were requesting bulletin boards, which post docs

DJ: Grad students are far more extensive, lots of different departments. It would be difficult to have in lots of different places. We think most unions communicate with students electronically. Those kinds of things are coming out of a lot of contracts, because it's anachronistic.

CO: This is logistical. Do you know what email address you sent it to?

DJ: yeah

{}: I think it was on the email address that was given to me

Max: it was sent yesterday to the bargaining committee

CO: Thank you.

DJ: gonna give you a counter on non discrimination

From last proposal, as blacklined against existing language. In C, once investigation has commenced, before finding rendered, old language says "university or union" to request report. It should only be right of university, the employer.

In section 8, changed to make consistent with what university has been putting out with power based harassment. We believe it should be consistent with what came out of framework agreement into existing contract, we think it is sufficient to protect against power based harassment. Rest remains unchanged from previous proposal.

KT: We talked about this for a while, believe we understand the changes.

DJ: That's what we have for you right now.

KT: Quick Q on vacation, the difference between current vacation proposal and last is number of day, from ten to 15 for 12 month appts, and 8 to 12 for those on teaching appts. This article was not included in list of articles you would NOT be countering on, are we expecting counter?

CU: Countered that it was not an appropriate number of days. It is mandatory subject, but we don't have to counter on it, we think vacation number is appropriate and don't have intention to make proposal to lift number of days that students get and don't see need to change.

Linda: I believe we talked about it last time

DJ: this is a mandatory subject, but that doesn't mean we need to counter. We are not going to counter. We don't see a need to give more vacation days.

KT: Have not heard back specifically on vacation, so wondering if there was counter.

CU: Would be more typical to say final proposal when we counter. No counter proposal

Bex: Need to rollover changes to NDH. Update what we have for step 2 in line with previous contract, and step 3 for section 4g, and strike last sentence of paragraph in section 6 to structure of investigatory offices.

DJ: And plan is to email it before next meeting.

KT: Plan is to do that today.

CU: Is that counter to what we just sent you?

KT: Not official counter, a revision of the proposal that we are submitting.

Bex: We don't have anymore business from our end. If you have anymore dates in August, let us know and we will be in touch with the rest of our bargaining committee.