

# Articles under Discussion during Columbia Postdoctoral Workers and Columbia University

## Text color legend

**Text in black** - our current contract language

**Text in red** - changes to current language proposed by CPW

**Text in blue** - changes to current language proposed by Columbia's Administration

**Text in green** - changes agreed by both

- ARTICLE 1: RECOGNITION
  - **CPW Revised: June 8, 2023** -
    - Locking the definition of titles - **CU rejected on June 14.**
- ARTICLE 2: APPOINTMENTS
  - **CPW Revised: June, 8 2023** -
    - Locking the definition of titles
    - Making Fellows full employees
    - Adding information about the union on appointment letter
    - Adding a fine in cases of delayed appointment/reappointment
  - **CU rejected on June 14 all except adding an url to a union rep.**
- ARTICLE 3: BENEFITS
  - **CPW Revised: June, 8 2023** -
    - Removed initial proposal of full covered premiums
    - CU Housing rent due only after payment to employee
    - Housing Supplement \$7,500
    - MTA/Transportation reimbursement
    - Hardship Fund - **only thing partially accepted by CU**
      - Amounts: \$330k/year and roll over vs. \$250k for the term of the Agreement.
      - OPA full management vs. Union Involvement
- ARTICLE 4: CHILDCARE
  - **CPW Proposed: April 20, 2023**
  - **CU thinking about it**
- ARTICLE 5: COMPENSATION
  - **CPW Revised: June 14, 2023**
    - Minims \$82k
    - Raises by experience - 3.5%
    - Raises by COLA - 3.5% + lump sum if Inflation over 3.5%
  - **CU Revised: June 8, 2023**
    - Minims \$63k
    - Raises by COLA
      - 3% in 2023

- 2.5% for years 2 and 3 of the agreement
  - 2.75% for years 4 and 5 of the agreement
- ARTICLE 6: COPYRIGHT AND INTELLECTUAL PROPERTY
  - **CPW Proposed: April 20, 2023**
- ARTICLE 7: DISCHARGE AND DISCIPLINE
  - **CPW Proposed: June 8, 2023**
    - CU must provide information and justification before discharge
  - **CU Verbal Offer: June 14, 2023**
    - Only offering a meeting without details in cases that not involve misconduct
- ARTICLE 9: GRIEVANCE AND ARBITRATION
  - **CU Proposed: June 8, 2023**
    - Increase step 3 from 10 calendar days to 10 working days
    - Pending agreement in one last arbitrator
- ARTICLE 12: INTERNATIONAL EMPLOYEES
  - **CPW Proposed: June 8, 2023**
    - Notification to the Union - CU Agreed if TA
    - Provide mutually beneficial Visa (not just for CU)
    - International Fund
- ARTICLE 13: JOB POSTING
  - **CPW Proposed DEI Side Letter: June 8, 2023**
    - Include demographics discussion on WG - **CU rejected**
    - Verbally - Include Bathroom equity in the WG - **CU rejected**
- ARTICLE 19: PROFESSIONAL DEVELOPMENT
  - **CPW Proposed: June 12, 2023**
    - Authorship rules
    - Method to resolve authorship disputes
- ARTICLE 24: UNION ACCESS, RIGHTS AND ACTIVITIES
  - **CPW Proposed: June 8, 2023**
    - CU providing Union Package to new employees - **CU rejected in favor of url in appointment letter**
- ARTICLE 25: UNION DUES
  - **Tentatively Agreed: June 8, 2023**
- ARTICLE 26: VACATIONS
  - **Tentatively Agreed: June 8, 2023**
- ARTICLE 28: WORKSPACE AND MATERIALS
  - **CPW Proposed: June 8, 2023 -**

- CU rejects bathroom equity
  - Pending remote work guidelines
- ARTICLE 29: EFFECTIVE DATE AND DURATION
  - CPW proposed 2 year contract
  - CU proposes 5 years contract
- ARTICLE : ABUSIVE OR INTIMIDATING BEHAVIOR AS PROHIBITED CONDUCT
  - **CPW Proposed: June 12, 2023 -**
    - CU seems to reject having the definition of bullying approved by the Provost
    - Pending CU revised language to make the policy grievable
- ARTICLE : COLUMBIA HOUSING
  - CPW removed initial proposal on June 14 -

**ARTICLE 1**  
**RECOGNITION**

CPW Revised: June, 8 2023

The bargaining unit shall accordingly be defined as follows:

Included: Individuals appointed to the following titles, ~~as defined in Art. 2 the current Faculty Handbook,~~ at all of the University's facilities: Postdoctoral Research Scientists, Postdoctoral Research Scholars, Postdoctoral Research Fellows, Associate Research Scientists, and Associate Research Scholars, (hereinafter referred to, collectively, as "Employees").

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

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

>> Information requested from Columbia on RFI [1.c](#)

## ARTICLE 2

### APPOINTMENTS

CPW Revised: June, 8 2023

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

Section 2: Appointments and reappointments are for one (1) year, unless the University ~~and the Union agrees to determine~~ that circumstances require otherwise. Appointments and reappointments are for one (1) year.

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

**Associate Research Scientists/Scholars,** ~~are junior officers whose qualifications and contributions to their fields of research are equivalent to those of an assistant professor as defined in the current Faculty Handbook, and~~ may be appointed for a term up to twelve (12) months, which is renewable. A longer period of appointment may be offered by the University. If an associate research scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (53) months prior to the end of the appointment term, where possible.

**Postdoctoral Research Scientists/Scholars,** ~~are researchers who have received a doctorate or its professional equivalent as defined in the current Faculty Handbook,~~ may be appointed for a term up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. The total duration of an individual's postdoctoral service may not exceed five years, including postdoctoral service at other institutions. If a postdoctoral research scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (53) months prior to the end of the appointment term, where possible.

**Postdoctoral Research Fellows,** ~~are researchers who have received awards to continue their training at the University or are individuals of greater experience who have won awards permitting them to retrain themselves in a new discipline or specialty as defined in the current Faculty Handbook and~~ may be appointed for a term of up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three (3) years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. ~~Under this contract, Postdoctoral Research Fellows are not considered independent contractors, and unless the granting agency specifically forbids it, these employees will be paid a salary and receive a W-2 tax form. In contrast to postdoctoral research scientists and scholars, who are paid a salary, these officers usually receive fellowship stipends.~~

Section 4: The University will provide Employees with a letter of appointment. The University shall make reasonable efforts to provide an initial letter of appointment at least sixty (60) days in advance of the start date. All letters of appointment or reappointment shall be provided no later than **thirty (30) days before** the start date of the appointment **or reappointment**.

Section 5: An appointment **and reappointment** letter shall include:

information, 11) URL for EOAA, 12) URL for the Office of Postdoctoral Affairs (OPA), 13) URL for the International Students & Scholars Office ISSO).

- 1) appointment title,
- 2) beginning and end dates of the appointment, and a statement that the position is renewable (if applicable)
- 3) salary and/or stipend,
- 4) name of the anticipated supervisor,
- 5) department or academic/research unit,
- 6) contact information for departmental administrator,
- 7) anticipated work location,
- 8) brief summary of anticipated responsibilities,
- 9) notice that the appointment is covered by this agreement, with a URL for the agreement,
- 10) **clear language agreed with the union including an email address to reach out to a union officer provided by the union, for one-on-one informational meeting, a statement on upcoming union orientation, and that it is a condition of employment to either contribute membership dues or pay a “fair share fee” as stated on Art. 25 [Union dues] of this agreement,**
- 11) **URL for benefit information**
- 12) **URL for the Office of Postdoctoral Affairs (OPA)**
- 13) **a summary of professional development services including the right to an Individual Development Plan (IDP),**
- 14) **URL for EOAA**
- 15) **URL for the International Students & Scholars Office ISSO)**

Section 6: The University will ensure that all administrative paperwork for appointments and reappointments is completed on time such that employees do not experience delayed paychecks or benefit coverage. **In the event that the university fails to meet these expectations for more than fifteen (15) days, the employee will receive from the University an additional 10% of the amount due per each day of delay, and full coverage for medical or financial costs that may occur during this period.**

**>> Information requested from Columbia on RFI [10](#)**

**>> Information requested from Columbia on [June RFI](#)**

### ARTICLE 3

#### BENEFITS

CPW Revised: June, 8 2023

Section 1: Employees shall be entitled to **the same access to** healthcare and other benefits as per the University policies for Officers of Research and as required by law **and independently of the source of funding.** The University reserves the right to modify benefits **after bargaining with the Union, and** provided that such benefits are substantially equivalent to those **currently provided.** **In the case of any modifications to the benefits by the University, the University shall notify the Union at least 30 days prior to the changes taking effect.**

Section 2: The University shall provide a newly-appointed employee with full reimbursement of costs of relocation for work purposes.

Section 3: **Columbia Housing:** During each month, rent for University housing shall not be due prior to the employee's corresponding paycheck.

Section 4: **Housing supplement:** The University will pay an annual housing supplement of \$7,500 to each employee.

Section 5: **MTA/Transportation reimbursement:** The University will provide financial coverage for a monthly unlimited MTA pass to each employee or the equivalent amount for any commuting related expense.

Section 6: Effective January 1, 2024, the University shall establish a Hardship Support Fund to assist Employees with a temporary hardship due to an unexpected medical emergency (e.g., medical, dental, and vision expenses causing financial hardship for themselves or their covered dependents). Hardship Support Fund awards are grants that reimburse actual expenses. These awards are not loans and are not repaid.

The Hardship Support Fund will be a total ~~\$300~~**\$50,000** for **each year** for the term of the Agreement. Distribution of money from the Hardship Support Fund shall be made in accordance with the policies, procedures and requirements established by the Office of Postdoctoral Affairs (OPA) **and agreed with the Union.** The Hardship Support Fund will reimburse Employees for up to \$5,000 per academic year (July 1 to June 30). Expenses must be incurred within the current academic year to be reimbursed. ~~No carryover of expenses into the following year is permitted.~~ No reimbursements will be made during the prior academic year in the current academic year. Each request is considered on its own merits, and not all requests will be funded. Any determinations made by the University concerning the eligibility of Employees or the distribution of funds shall not be grievable **as long as it follows the procedures and requirements mentioned above.** At the end of the academic year, the Union and the OPA will review the usage of the fund.

The Hardship Support Fund is limited. Any money remaining in the Hardship Support Fund at the expiration of the Agreement will not be rolled over into the Hardship Support Fund of the subsequent collective bargaining agreement if such account continues.

>> Information requested from Columbia on RFI [1.a](#); [2.b,c,p](#); [8](#); [9](#)

>> Information requested from Columbia on [June RFI 10](#)

## MISCELLANEOUS

*Columbia's administration proposes a Letter of Agreement concerning relocation payment:*

**All newly hired Employees (excludes title changes) on or after January 1, 2024 will receive a one-time relocation payment in the amount of \$1,250 dollars subject to University policy, applicable taxes, and withholdings.**

## MISCELLANEOUS

CU Revised: June 8, 2023

*The University proposes a Letter of Agreement concerning the creation of a Hardship Support Fund:*

**Effective January 1, 2024, the University shall establish a Hardship Support Fund to assist Employees with a temporary hardship due to an unexpected medical emergency (e.g., medical, dental, and vision expenses for themselves or their covered dependents causing financial hardship). Hardship Support Fund awards are grants that reimburse actual expenses. These awards are not loans and are not repaid.**

**The Hardship Support Fund will be a total \$250,000 for the term of the Agreement. Distribution of money from the Hardship Support Fund shall be made in accordance with the policies, procedures and requirements established by the Office of Postdoctoral Affairs (OPA). The Hardship Support Fund will reimburse Employees for up to \$5,000 per academic year (July 1 to June 30). Expenses must be incurred within the current academic year to be reimbursed. No carry over of expenses into the following year is permitted. No reimbursements will be made during the prior academic year in the current academic year. Each request is considered on its own merits, and not all requests will be funded. Any determinations made by the University concerning the eligibility of Employees or the distribution of funds shall not be grievable.**

**The Hardship Support Fund is limited. Any money remaining in the Hardship Support Fund at the expiration of the Agreement will not be rolled over into the Hardship Support Fund of the subsequent collective bargaining agreement if such account continues.**



#### **ARTICLE 4**

#### **CHILDCARE**

CPW Proposed: April 20, 2023

Section 1. The University will provide a \$10,000 child care subsidy to employees covered by this agreement. Employees may receive one child care subsidy per year for each child who is under the age of fourteen (14). If both parents are employees covered by this agreement, they both may apply individually for the child care subsidy.

Section 2. The University shall maintain at least equivalent access to current University sponsored backup childcare programs and other university-run childcare centers as for other officers of research. One year after the ratification of this agreement the University strives to set up at least one on-site child-care center on each of the four main campuses (CUIMC, Morningside, Manhattanville and Lamont).

Section 3. The University shall maintain an adoption assistance program, whereby employees shall be entitled to reimbursement for up to \$5,500 in expenses they incur for each child they adopt.

>> Information requested from Columbia on RFI [1.a](#) ; [2.k](#) ; [5](#) ; [6](#)

>> Information requested from Columbia on [June RFI 8](#)

## ARTICLE 5

### COMPENSATION

CPW Revised: June 14, 2023

CU Revised: June 8, 2023

Section 1: The University retains the sole discretion in determining the appropriate compensation for Employees, **except as specified in other portions of this article.**

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

Section 3: Effective July 1, 2023, ~~if an Employee's salary or stipend is at or above the minimum level set forth below,~~ upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than three percent (3%) or the minimum level set below in Section 8, whichever is greater.

Effective July 1, 2024, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than two and one-half percent (2.5%) or the minimum level set below in Section 8, whichever is greater.

Effective July 1, 2025, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than two and one-half percent (2.5%) or the minimum level set below in Section 8, whichever is greater.

Effective July 1, 2026, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than two and one-half percent (2.75%) or the minimum level set below in Section 8, whichever is greater.

Effective July 1, 2027, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than two and one-half percent (2.75%) or the minimum level set below in Section 8, whichever is greater.

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

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

Section 89: Compensation shall not be reduced solely as a result of this Agreement.

The minimum annual compensation for the below classifications effective July 1, ~~2020~~2023, shall be as follows:

#### Minimum

Associate Research Scientist/Scholar

~~\$66,100~~

<b>Year</b>	<b>Minimum Salary</b>
July 1, 2023	\$69,405
July 1, 2024	\$71,141
July 1, 2025	\$72,919
July 1, 2026	\$74,925
July 1' 2027	\$76,986

Postdoctoral Research Scientist/Scholar

\$60,000

<b>Year</b>	<b>Minimum Salary</b>
July 1, 2023	\$63,000
July 1, 2024	\$64,575
July 1, 2025	\$66,190
July 1, 2026	\$68,011
July 1' 2027	\$69,882

Postdoctoral Research Fellow

\$60,000

<b>Year</b>	<b>Minimum Salary</b>
July 1, 2023	\$63,000
July 1, 2024	\$64,575
July 1, 2025	\$66,190
July 1, 2026	\$68,011
July 1' 2027	\$69,882

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

Section 3:

- a) Effective July 1, 2024, if an Employee's salary or stipend is at or above the minimum level set forth below, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than three percent (3.5 %).
- b) If the cumulative 12 months percentage change in the Consumer Price Index for All Urban Consumers in the New York and New Jersey Metropolitan Area (CPI-U, available at <https://data.bls.gov/PDQWeb/cu>) is above 3.5 % by July 1, 2024, the University shall provide a lump sum payment based on the Employee's base annual salary for 2023. The amount will be equivalent to the difference between the CPI-U percentage increase and the 3.5 % increase described in part a of this section.

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

Section 4:

- a) Effective July 1, 2025, if an Employee's salary or stipend is at or above the minimum level set forth below, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than three percent (3.5 %).
- b) If the cumulative 12 months percentage change in the Consumer Price Index for All Urban Consumers in the New York and New Jersey Metropolitan Area (CPI-U, available at <https://data.bls.gov/PDQWeb/cu>) is above 3.5 % by July 1, 2025, the University shall provide a lump sum payment based on the Employee's base annual salary for 2024. The amount will be equivalent to the difference between the CPI-U percentage increase and the 3.5 % increase described in part a of this section.

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

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

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

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

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

Section 10: At the time of the initial appointment, employees, namely, Postdoctoral Research Scientists, Postdoctoral Research Scholars, Postdoctoral Research Fellows, Associate Research Scientists, and Associate Research Scholars, shall be appointed to at least the minimum experience level for the number of months of postdoctoral experience either at the University or in previous institutions.

Level	Experience
0	0-11 months
1	12-23 months
2	24-35 months
3	36-47 months
4	48-59 months
5	60-71 months

Section 11: Salary Scale:

a) The minimum annual compensation for the below levels shall be as follows:

Level	Minimum Salary (Effective July 1 <sup>st</sup> , 2023)	Minimum Salary (Effective July 1 <sup>st</sup> , 2024)	Minimum Salary (Effective July 1 <sup>st</sup> , 2025)
0	\$82,000	\$84,870	\$87,840
1	\$84,870	\$87,840	\$90,915
2	\$87,840	\$90,915	\$94,097
3	\$90,915	\$94,097	\$97,390
4	\$94,097	\$97,390	\$100,799
5	\$97,390	\$100,799	\$104,327

b) Effective July 1, 2023, employees shall have their salaries/stipends increased to the higher of:

- i) the new salary scale at the same experience level they are currently on; or
- ii) the minimum salary for their current experience level at the time of the transitions in accordance with part a of this section.

c) Employees with more than 71 months of experience shall receive a 3.5 % increase for every year of additional experience, in addition to the minimum indicated in part a of this section.

~~Section 10:~~ The University shall create a ratification lump sum fund equivalent to two (2%) percent of FY20 payroll for all Employees on payroll as of the date of this Agreement. The fund

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

Section 11: Salary Scale:

- a) The minimum annual compensation for the below levels shall be as follows:

<b>Years of Experience</b>	<b>Level</b>	<b>Minimum July 1, 2023-June 30, 2024</b>	<b>Minimum July 1, 2024 - June 30, 2025</b>	<b>Minimum Salary July 1, 2025 - June 30, 2023</b>
0	1	\$82,000	\$84,460	\$86,993.80
1	2	\$84,050	\$86,571.50	\$89,168.65
2	3	\$86,151.25	\$88,735.79	\$91,397.86
3	4	\$88,305.03	\$90,954.18	\$93,682.81
4	5	\$90,512.66	\$93,228.04	\$96,024.88
5	6	\$92,775.48	\$95,558.74	\$98,425.50

>> Information requested from Columbia on RFI [2.a](#)

>> Information requested from Columbia on June RFI: [7. Funding Structure](#) and [9. Financial Transparency](#)

**ARTICLE 6**  
**COPYRIGHT AND INTELLECTUAL PROPERTY**  
CPW Proposed: April 20, 2023

Section 1: The University will follow the Statement of Policy on Proprietary Rights in the Intellectual Products of Faculty Activity ([Link](#)). Accordingly, employees are governed by, subject to, and have rights, as indicated in the Statement of Policy on Proprietary Rights in the Intellectual Products of Faculty Activity. ~~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.~~ Any changes in the University IP policy while this contract is being negotiated or after the ratification date, that impact employees covered by this CBA, must be negotiated with the Union.

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

Section 3. Innovation and Academic Freedom.

Only if the inventions are developed under *hired-to-invent* doctrine the University shall be considered the owner of the invention. An invention shall be reportable to the University but property only of the inventor(s) if 1) it is conceived or developed by an employee in the course of an outside professional activity, without the use of research university resources. 2) or by an employee making an incidental and not significant use of University resources related to the invention, but outside of the individual's academic duties to the university, in which case shop rights doctrine will be followed.

If the University decides not to file a patent application for an invention, or abandons a patent application before it is granted, or abandons an issued patent, and the inventor(s) request the release of the idea, the University shall agree to the release and transfer all interest in the idea to the inventor(s) in a manner agreed upon by all inventors.

Section 4. Ensuring Transparency in the Patenting Process.

The University recognizes in its IP policy that employees must take the moral responsibility for the development and commercial exploitation of their intellectual activities and that the inventor has a special interest in preventing the exploitation that may adversely affect public health or safety.

In consequence, the University will adhere to the highest standards of openness and transparency throughout the patent commercialization process, from the submission of the invention report to the finalization of licensing agreements. This includes, but is not limited to, the following aspects:

- A. All research/project authors will be informed of an invention report submission to Columbia Technology Ventures (CTV), regardless of inventorship status, and included in the invention report.
- B. CTV's patenting and licensing guidelines will be available online, with prompt notification to the Union of any policy changes.
- C. CTV shall provide information regarding ongoing or existing IP licensing agreements with an entity, as requested by the inventor(s) under a non-disclosure agreement, if necessary.
- D. To preserve the accuracy of the IP inventorship during the patenting procedure, both Columbia and the Union, shall agree in an external law firm to provide external evaluation and endorsement.
- E. The employee, in conjunction with the PI and rest of the inventors, will decide the licensing and distribution approach for any IP, software, or datasets arising from their research at the University, including the utilization of free and open licenses.
- F. CTV shall notify all inventors listed in a patent prior to initiating negotiations for licensing an IP, to ensure that no inventor has any objections towards the potential licensor.
- G. Collaboration with the inventors(s) is necessary for any commercialization decisions regarding the invention. Licensing and commercialization opportunities will be communicated between the inventors(s) and the University. CTV must obtain approval from all inventors listed in the patent before granting a license to any company.
- H. As an inventor, the employee shall have the right to report their invention directly to CTV without the previous approval from the PI, and without fear of retaliation from the department, or PI, regardless of their status as a source of funding.

Section 5: Protecting inventor(s)'s rights.

The University shall acknowledge the employee's rights, as the originators of an invention, when patenting through CTV. This includes, but is not limited to, the following aspects:

- A. Upon net income from the conception exceeding \$125,000, the inventor's share shall be 50% of the first \$125,000 and 35% of the excess.
- B. Intellectual property created, made, or originated by an employee shall have the same rights as faculty as stated in the Statement of Policy on Proprietary Rights in the Intellectual Products of Faculty Activity.
- C. When there is more than one inventor, the inventor's shares shall be divided as agreed upon by them. In the absence of agreement, the funds shall be held in escrow until an agreement is reached. If no agreement is reached after 12 months, the funds and shares shall be donated to an external, University unrelated, non-profit educational and research activities fund, previously agreed between the University and the Union.
- D. In the event of a failure by Columbia University or any affiliated party to comply with the mandates in this contract, inventor(s) shall receive an economic compensation that will be agreed by the Union and the University, but that under no circumstance will be less



than 20% of the CTV share of the license of the patent at stake, or \$10,000, whichever amount is greater.

- E. These provisions will also afford protection to the employee beyond their employment at the University.

#### Section 6. Appeals.

In case of disagreement with any decision made by the University regarding the matters outlined in this article, the Employee has the right to seek resolution through the Grievance and Arbitration process described in Article 9. The University shall not engage in any form of retaliation against an Employee who engages in a good faith effort to assert rights or otherwise participates under the University's Copyright and Intellectual Property policies. This includes any action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the Policy on misconduct in research. Such negative actions include any behavior that might intimidate, harass, coerce, threaten or otherwise discourage a reasonable person from engaging in any activity protected under the policy on misconduct in research.

>> Information requested from Columbia on RFI [2.s,t](#)

## ARTICLE 7

### DISCHARGE AND DISCIPLINE

CU Verbal Offer: June 14, 2023

Section 2: The University will notify the Union and the Employee in writing within forty-eight (48) hours of any suspension or discharge with the reasons for the discipline- **stating how it rises to the level of just cause. The Employee and the union should be provided with materials regarding the investigation justifying the disciplinary action and given an opportunity to contest the charges before the University is able to discharge.** If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the University within ten (10) working days from the date of receipt of notice of discharge or suspension. In such **an** event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in Article 9 [Grievance and Arbitration]; however, commencing at Step 3 (final pre-arbitration step) of the grievance procedure.

Section 3: Copies of all written warnings are to be sent to the Employee and the Union with a copy to the Steward. **When requested by the Employee, the University will provide to the Union a copy of the Employee's performance review, if available.**

Section 4: **In cases of discharge, except those involving alleged misconduct, if requested by the union and where possible the parties will first meet with the employee and conduct an investigatory interview prior to discharge.**

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

**>> Information requested from Columbia on [RFI 13](#)**

**ARTICLE 9**  
**GRIEVANCE AND ARBITRATION**  
CU Revised: June 8, 2023

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

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

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

Section 1. Step One: Initial Informal Discussion

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

Section 2. Step Two:

- A. If the grievance is not resolved at Step One, the grievance shall be presented in writing and state pertinent facts of the claim as clearly and concisely as possible, including the term(s) of this Agreement that have been violated, the persons involved, the date(s), and the specific nature of the relief requested. The written grievance shall be signed by an authorized representative of the Union and filed with the Dean of the appropriate school or their designee, with a copy to the appropriate Department Chair and the Head of Labor Relations. Unless otherwise mutually agreed, the grievance shall be filed within thirty (30) calendar days after the Union or Employee became aware or should have been aware of the event(s) giving rise to the grievance.
- B. Within ten (10) calendar days of the filing of the grievance at Step Two, the Dean of the appropriate school or designee may conduct a meeting with the grievant and a representative of the Union in an effort to resolve the grievance.

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

### Section 3. Step Three:

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

### Section 4: Arbitration

- A. In the event the parties are unable to resolve grievances in the above procedure, the grievance may be appealed by the Union or University within thirty (30) calendar days after completion of Step Three to an impartial arbitrator for resolution, with copy to the other party. No individual Employee may appeal the denial of a grievance to arbitration.
- B. Selection of the Arbitrator: Grievances appealed to arbitration shall be heard by one of the following arbitrators who will serve on a rotating basis in the following order ~~three mutually agreed upon arbitrators~~ insert Ralph S. Berger, (Bonnie Weinstock or Melissa Biren), Stuart Bauchner.
- C. Where possible, arbitration hearings shall be scheduled within sixty (60) calendar days of the appeal to arbitration.
- D. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.

- E. The decision of the arbitrator shall be final, conclusive and binding upon the University, the Union and the Employee. The arbitrator shall have authority to interpret the terms of this Agreement and may not add to, subtract from, or modify the terms of this Agreement or to impact the employment terms of non-bargaining unit members.
- F. In deference to the University's Management Rights, no action taken by the University pursuant to its Management Rights shall be subject to the grievance or arbitration procedure unless the action violates an express provision of this Agreement.
- G. The expenses and fees of the arbitration shall be shared equally by the Union and the University.

#### Section 5: Timelines

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

The parties may agree to consolidate multiple grievances into one arbitration hearing.

## **ARTICLE 11**

### **HOLIDAYS**

Tentatively Agreed: May 31, 2023

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

New Year's Day

Dr. Martin Luther King Jr.'s Birthday

~~President's Day (Medical Center Campus only)~~

Memorial Day Independence Day

Juneteenth

Labor Day

Election Day

Thanksgiving

Day after Thanksgiving

Christmas Day

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

### Section 2: Personal Days

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

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

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

**ARTICLE 12**  
**INTERNATIONAL EMPLOYEES**  
CPW Revised: June 8, 2023

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 Scholars' Office (ISSO) provides support and advice on visa issues as they relate to the employment relationship with the University. The University does not provide legal advice to Employees, but ISSO can help refer Employees to attorneys if the Employee is in need of immigration advice unrelated to the employment relationship with the University.

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

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

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

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

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

Section 7: Upon the Union's request, the Union and University will meet up to three (3) times in the calendar year to discuss issues arising from International Postdoctoral employment, immigration status, and visas. The parties may add additional meetings by mutual Agreement.

Section 8: The University will make best efforts to timely process visa paperwork for which the University is responsible. Employees may contact the International Students & Scholars Office

(ISSO) for questions concerning visa processing. The Union may raise concerns regarding timely processing to Labor Relations.

Section 9: The University will make best efforts to consult with the employee to provide a mutually beneficial Visa arrangement. Upon employee's request, ISSO and/or the corresponding HR office will meet with the employee to discuss their Visa status.

Section 10: International Employees Assistance Fund. Effective upon ratification, the University shall establish an International Employee Assistance Fund in the amount of \$150,000 for each fiscal year of this Agreement. Bargaining Unit members who are resident or non-resident aliens for tax purposes may apply for reimbursement of immigration and legal expenses if the legal matter involves an immigration issue that directly affects the Employee's ability to work at the University. Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

>> Information requested from Columbia on RFI [1.h](#) ; [2.l](#) ; [11](#)



**ARTICLE 13**

**JOB POSTING**

CPW Revised: June 8, 2023

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

*Instead of the changes we proposed the Administration proposes “a side letter with the following language concerning diversity in hiring practices”:*

**MISCELLANEOUS**

The University is committed to fostering an environment of diversity, equity, inclusion and belonging for all our faculty, students, and staff. Accordingly, the University shall convene a Working Group with an equal number of representatives from the Union to review and discuss measures to continue to promote inclusivity and diverse hiring practices for positions covered by the Agreement consistent with applicable laws, including but not limited to discussing the implementation of a hiring application tracking system for each open position covered by this agreement; and the Working Group will meet at least twice (2) a year for the term of the contract and the University will provide data on diversity-related demographics (gender, preferred pronouns, race/ethnicity, visa status) twice (2) a year prior to these Working Group meetings.

>> Information requested from Columbia on RFI [1.f,g,h,i](#) ; [2.n](#)

**ARTICLE 19**  
**PROFESSIONAL DEVELOPMENT**  
CPW Revised: June 12, 2023

Section 1: The University and the Union agree that adequate opportunities for training and professional development are essential. The University will maintain support for training and professional development programs for Employees. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to Employees. The University and the Union will use their best efforts to inform and educate the research population on the offerings of the Office of Postdoctoral Affairs (OPA), which includes the use of the Individual Development Plan (IDP) program and the curriculum around it. In addition, the University will convene a committee with the Union to enhance and encourage professional development. Topics for discussion may include, but are not limited to: identifying career options; developing and improving professional skills/materials; peer-to-peer support; networking; career advancement in a variety of career paths; Office of postdoctoral Affairs programs; and mentorship training.

Section 2: In terms of publication and authorship, the University and/or its representatives the Faculty member will guarantee the Employee the right to credit for any of their contributions in their laboratories/research groups. Following the recommendations of the Committee on Science, Engineering, and Public Policy (COSEPUP): “The postdoctoral is expected to publish (and receive credit for) the results of research or other activities performed during the period of the appointment”. The University and the Union may agree to additional recommendations.

Section 3: Individual Development Plan

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

Employees may exercise the right to develop an Individual Development Plan (IDP) to their supervisors. If the IDP will be developed between the Employee and supervisor(s), this will follow protocols stipulated by the Office of Postdoctoral Affairs (OPA) and the Union. The IDP will be reviewed in 6 month cycles, where the employee and supervisor(s) will discuss short and long term goals.

- A. The IDP shall include long and short term career goals. Long term goals may include: professional development, career objectives, upcoming fellowship or grant applications (including timelines for submissions), and anticipated publication(s) and authorships.
- B. Neither the supervisor nor the Employee will deny reasonable requests. Neither party can unilaterally change the terms of the IDP without discussion with the other.

- C. The employee may consult with additional career mentors in the development of an IDP.
- D. The IDP will be discussed and agreed upon by the Employee and supervisor(s), and all parties involved should be responsible for its fulfillment.
- E. If the supervisor(s) cannot fulfill their responsibilities towards the IDP, the University will make its best efforts toward IDP fulfillment, avoiding any harm to the Employee's career.
- F. Regarding authorship, to protect the credibility of published research and to guarantee a successful career path for the Employee, final decisions over, the list of authors or their contribution, the journals for publication, resubmissions, or use of preprint services (i.e. bioRxiv) will be made by both the Faculty member and the Employee(s) involved in the research project during the IDP agreement.
- G. If The IDP includes collaborations, all Faculty members involved in the publication will share responsibilities in order to guarantee publication in the best interest for the Employee.
- H. **Resolution of disagreements:** In case of disagreements between employees and PI about the IDP, the employee could ask for the committee's intervention to solve any conflict. This committee will be formed by two members of Columbia University, and two members of the Union. Any request made of this committee, will be discussed and resolved in a period of one month after arbitration is requested.

**Section 4:** All policies related to authorship and promotions approved by the Union contract will be included in the Postdoctoral Officers Handbook, and the requirements should be clearly stated on the University website.

**Section 5:** The University shall not engage in any form of retaliation against an Employee who engages in a good faith effort to assert rights protected under this Article or related University policies.

#### **Section 65: Performance Review**

Supervisors shall provide their Employees with at least one written review per 12-month period. This review is a comprehensive assessment of the Employee's research progress and achievements, and their professional development during the previous year. ~~The supervisor may utilize an independently developed or a pre-established form when conducting the review.~~ Upon ratification of this contract, representatives of the University and the Union will develop a pre-established form for the supervisor to conduct this review.

**Section 7:** The contents of Individual Development Plans and Performance Reviews are not grievable. ~~and nothing else in this Article shall be arbitrable.~~ In the event the Employee disagrees with the substantive aspects of the review, the Employee may file an addendum to the personnel file and/or discuss it with the Department Chair or Unit Director.

**Section 8:** A dispute arising under this Article may proceed to arbitration if it arises based on non-academic factors.

Proposal Tracking

06/12/2023

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>> Information requested from Columbia on RFI [2.i,j,s,t](#)

**ARTICLE 24**  
**UNION ACCESS, RIGHTS AND ACTIVITY**  
CPW Revised: June 8, 2023

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

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

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

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

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

Section 6: The university shall provide a personnel packet prepared by the Union and approved by the university, for all employees.

Section 76: The University will allow a reasonable number of general membership meetings at each Columbiafor CUIMC and Morningside Campuses. Employees will be entitled to one (1) hour of release time to attend.

Section 87: The University will allow a reasonable number of steward meetings to be held, provided they do not interfere with the operation of the University. Release time will be granted.

Section 98: The University will provide the Union with a list of ~~changes (additions and deletions)~~ to the composition of the bargaining unit on a monthly basis. This will include the

Employee's full name as provided to the University, position type, job title, department, location address (street, city, state and zip code), University e-mail address and phone number, FTE percentage, compensation, appointment start date, appointment end date, and hire date.

**>> Information requested from Columbia on RFI [1.f,g,h,i](#)**

**ARTICLE 25**  
**UNION DUES**

Tentatively Agreed: June, 8 2023

Section 1: The University shall deduct membership dues and initiation fees from the pay of all Employees who choose to be members of the Union: within thirty (30) days of receipt of written authorization. The Union will communicate the amount of such dues and initiation fees to the University.

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

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

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

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

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

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

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

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

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

Section 11: The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

Section 12: In cases where the University determines that an Employee for whom the Union has provided a deduction form is not included in the unit, the Union shall be notified.



## **ARTICLE 26**

### **VACATIONS**

Tentative Agreement: June 8, 2023

Section 1: Full-time Employees shall earn two days of vacation for each month of appointment, up to a maximum of twenty-three (23) days, during their first twenty (20) years of full-time service and two-and-one-third days for each month, up to a maximum of twenty-eight (28) days, thereafter. Vacation time may not be accumulated beyond June 30 of the year following the one in which it was earned. An Employee may not receive pay in lieu of unused vacation except upon termination of appointment. For employees with three (3) years of service or less, pay in lieu of unused vacation is limited to no more than twenty-three (23) days upon separation from the University.

Section 2: Employees are expected to plan vacation time in consultation with their principal investigator, chair, director, or dean to ensure that they do not interfere with the programs of their laboratory, department, school, institute, or center. Vacation days may be used as they are earned. Vacation requests will not be unreasonably denied.

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

**ARTICLE 28**  
**WORKSPACE AND MATERIALS**  
CPW Revised: June 8, 2023

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

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

Section 3: The University will comply with all relevant laws relating to providing reasonable accommodations to individuals with disabilities, including but not limited to, job related furniture and equipment to qualified individuals that would constitute a reasonable accommodation. Employees requesting accommodation must cooperate with the University's policies and procedures for accommodations.

Section 4: Bathroom Equity. The University will continue their efforts promoting inclusion and work with local facilities management to expand existing gender-neutral bathrooms in office, classroom and lab buildings, working towards having at least one (1) per building in all campuses. Gender-neutral bathrooms shall be posted on a central website. The University will not prevent employees from using a workplace bathroom appropriate to the employee's gender identity.

Section 5: The University shall have clear guidelines regarding remote work options for Employees covered by this agreement.

>> Information requested from Columbia on RFI [1.f,g,h,i](#) ; [2.r](#)

**ARTICLE \_\_\_\_**  
**ABUSIVE OR INTIMIDATING BEHAVIOR AS PROHIBITED CONDUCT**

CPW Revised: June 12, 2023

**Section 1:** The University is committed to promoting an environment for learning, research, living, and working that is free from discrimination and harassment, and that does not tolerate abusive or intimidating behavior. Accordingly, employees are encouraged to seek mentorship from additional Faculty members as described in Article 19 [Professional Development]. The Union is equally committed to this duty and will report to the funding agencies included by not limited to DoL, NSF, and the [NIH](#), about any prohibited conduct not properly resolved by the University.

**Section 2:** Employees who believe that they have been subjected to potentially abusive or intimidating behavior should discuss their concerns with their **union representatives**, immediate supervisor, human resources, or the compliance hotline. Employees are entitled to union representation during **any discussion or** investigative process and will be so advised in writing. The University does not limit the time for submitting a complaint of prohibited conduct, but strongly urges the immediate reporting of complaints or concerns.

**Section 3:** Retaliatory treatment of any Employee for reporting such concerns in good faith is strictly forbidden.

**Section 4: Definitions.** Abusive Conduct or Bullying is a pattern of unwelcome conduct that a reasonable person would find hostile, offensive, intimidating, disrespectful, degrading or humiliating. For purposes of this article ~~policy~~, the terms “Abusive Conduct” and “Bullying” are synonymous.

Bullying may take many forms including physical, oral, or written acts or behaviors. Calls, texts, emails and social media postings can also constitute Bullying, even if they occur away from University premises or outside of work hours.

In determining whether unwelcome conduct amounts to prohibited Bullying, it is essential to consider the totality of the circumstances, including the frequency, nature and severity of the conduct, any power differentials between the parties, and the context in which the conduct occurred.

These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.

**Section 5: University-wide policy.** Further updates and information on the University's Anti-Bullying Initiative can be found at <https://provost.columbia.edu/content/columbia-anti-bullying-initiative> Once the University has approved a policy and procedures for addressing abusive or intimidating behavior not covered by existing EOAA policies and procedures, if an Employee is dissatisfied with the results of the

established process, the Union may proceed to arbitration under Article 9 [Grievance and Arbitration].

**>> Information requested from Columbia on RFI [2.m](#)**

*Instead of this new article we proposed the Administration proposes “updating the side letter Between Columbia Postdoctoral Workers-UAW Local 4100 and Columbia University with the following language”:*

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

- 1) Employees who believe that they have been subjected to potentially abusive or intimidating behavior should discuss their concerns with their immediate supervisor, human resources, or the compliance hotline.
- 2) Retaliatory treatment of any Employee for reporting such concerns in good faith is strictly forbidden.
- ~~3) The University is committed to ensuring a workplace free from abusive or intimidating behavior. Accordingly, within six (6) months after the ratification of this Agreement, the University shall convene a University-wide Working Group with representatives from various constituencies, including the CPW-UAW, to make recommendations to the University to address complaints about misconduct that do not constitute policy violations on sexual and gender-based harassment or other forms of prohibited discrimination but which nonetheless may be abusive and/or intimidating to Employees.~~
- ~~4) The Working Group shall make any recommendations to the University for its consideration within six (6) months after the first meeting.~~
- 3) The University is committed to promoting an environment for learning, research, living, and working that is free from discrimination and harassment, and that does not tolerate abusive or intimidating behavior.
- 4) Further updates and information on the University's Anti-Bullying Initiative can be found at <https://provost.columbia.edu/content/columbia-anti-bullying-initiative>

**ARTICLE \_\_**  
**COLUMBIA HOUSING**

Columbia Rejected due to not consider it mandatory

Section 1: The University shall guarantee access to University housing for employees during their first year of appointment for up to 12 months.

Section 2: During each month, rent for University housing shall not be due prior to an employee's paycheck.

Section 3: Upon request an employee must be given an accommodation fully accessible as defined in the Americans with Disabilities Act.

Section 4: Rent charged to an employee for University housing shall not exceed thirty (30) percent of gross income.

Section 5: Employees shall have the right to elect to co-rent University housing units without an increase in the total rent for the unit.

Section 6: Employees shall have the right to keep pets in University housing.

Section 7: The University shall ensure equal access to all employees when applying for renewal of university housing lease after the initial 12-month period.

Section 8: The University shall offer to provide a letter of employment and salary validation to employees for the purpose of opening a credit account at an accredited financial institution.

**>> Information requested from Columbia on RFI [2.h](#) ; [12](#)**

*The Administration has rejected negotiating over housing because it is a topic they believe are not mandated by US Labor Law.*

**ARTICLE 29**  
**EFFECTIVE DATE AND DURATION**

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing upon ratification and ending June 30, 202~~5~~<sup>3</sup>.

The University and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (~~12060~~<sup>th</sup>) day immediately preceding the termination date of the Agreement.

*The Administration is currently proposing a contract lasting five (5) years.*



# CPW-UAW

## A UNION FOR POSTDOCTORAL RESEARCHERS AT COLUMBIA UNIVERSITY



Date: March, 16, 2023

To: Linda Mischel Eisner and Mary Ann Carlese, Executive Directors of Labor Relations

From: CPW-UAW Bargaining Committee members:

Re: Request for Information CPW-UAW Local 4100

In order to fulfill our role as the exclusive bargaining representative, the Union now requests information in preparation for negotiating our second contract. Please provide the following information on computer readable format (excel preferred) as soon as possible, but no later than April 20, 2023. Please provide information as it becomes available rather than holding information until you have a complete response. We would also be happy to meet to discuss any questions you may have about the information we are requesting in order to facilitate a timely and useful response.

**1. The following additional information for all employees in the latest bargaining unit list, as of, February 28, 2023:**

- a. Health insurance status (single, single plus dependent, family)
- b. Year of PhD or equivalent degree
- c. Source(s) of funding for position
- d. Personal phone number (if available)
- e. Supervisor(s) (e.g. PI, faculty supervisor, etc)
- f. Race**
- g. Gender**
- h. Nationality**
- i. Visa status (e.g. F, J, OPT H1B, etc)**

**IN RESPONSE ITEMS PROVIDED ARE:**

NAME | EMPLID | EMPL\_RCD | JOBCODE | POSITION\_TYPE | JOB\_TITLE |  
FTE | MOST\_RECENT\_HIRE\_DATE | APPT\_START\_DATE | APPT\_END\_DATE |  
COMPENSATION | ADMIN\_DEPT\_NAME | OFFICE\_PHONE | UNI | COLUMBIA  
EMAIL | OFFICE\_ADDR1 | OFFICE\_ADDR2 | OFFICE\_ADDR3 | OFFICE\_CITY |  
OFFICE\_STATE | OFFICE\_POSTAL

**CPW Response:**

- Items f-i have been provided only in total numbers.
- The excel provided in response to 1: 20230228 - CPW-UAW PostDoc ARS List.xlsx missed all the individual information we requested (highlighted in red); it mostly contains the same information that the union receives in the unit list.
- Having the information linked to specific unit members is vital to keeping track of the diversity of our unit between departments and campuses, as well as ensuring equity with respect to wages, and contract enforcement.

**2. Copies or electronic links to any and all existing written policies and procedures beyond the CBA at the University, School/College, or Department/Hiring Unit level that apply to or affect bargaining unit members, including but not limited to those covering the following:**

- a. Compensation rates (e.g. wages, salaries, stipends)**
- b. Health and other (disability, life, etc.) insurance benefits
- c. Tuition benefits
- d. Vacation benefits
- e. Holidays
- f. Leaves of absence (e.g. sick leave, family, medical, etc.)
- g. Work hours
- h. University Housing access and benefits**
- i. Training requirements and opportunities
- j. Professional development benefits and opportunities
- k. Child care subsidies or other family benefits
- l. Visa/work authorization assistance
- m. Policies against discrimination and harassment (including LGBTQ)**
- n. Affirmative action or other programs promoting diversity/inclusion (including LGBTQ)**
- o. Health and safety
- p. Public transit and parking
- q. Affirmative action
- r. American with Disabilities Act compliance
- s. Intellectual property (e.g. authorship, copyright, patents, etc)
- t. Research ethics and misconduct

**In response to #2:**

- All existing written policies and procedures are located on the University's Human Resources website at:



<https://humanresources.columbia.edu/hrpolicies> and

<https://universitypolicies.columbia.edu/content/human-resources-policies>

- The Postdoctoral Officers Handbook 2023 is located at the following link:  
[https://research.columbia.edu/sites/default/files/content/2023\\_Postdoctoral\\_Officers\\_Handbook\\_final.pdf](https://research.columbia.edu/sites/default/files/content/2023_Postdoctoral_Officers_Handbook_final.pdf)
- Visa/work authorization information can be found using the following link:  
<https://isso.columbia.edu/>
- The Faculty Handbook 2023 is located at the following link:  
<https://facultyhandbook.columbia.edu>

**CPW Response:**

- The links provided address policies and procedures at the University level, however, we requested as well at the **School/College, or Department/Hiring Unit level.**
- As the university has explained to us on several occasions School/ Departments/Centers function in a decentralized manner and we do know that some offer extra benefits to members of our unit, including but not limited to like higher minimum salaries, housing stipends, additional programs promoting diversity to mention a few.
- We request links/documents of all these additional items.

**3. Summarized anonymous data regarding EEO/AA complaints filed by bargaining unit members from the previous three years (2020, 2021, 2022):**

- a. Date of the complaint being filed
- b. Date of the resolution

**4. All data from the previous three years (2020, 2021, 2022) regarding bargaining unit utilization of the Employee Assistance Program.**

**5. All data from the previous three years (2020, 2021, 2022) regarding bargaining unit utilization of parental benefits, to include the following for each year:**

- a. Number of unit members receiving child care subsidies
- b. Total amount of child care subsidies awarded
- c. Number of unit members receiving adoption subsidies
- d. Total amount of adoption subsidies awarded

**CPW Response:**

- We want to confirm that the numbers provided relate only to members of

our bargaining unit

6. All data from the previous three years (2020, 2021, 2022) regarding bargaining unit utilization of leaves of absence, to include the following for each leave of absence:

- a. Job title/classification
- b. Reason for leave (childbirth, sickness, family medical, bereavement, etc)
- c. Length of leave
- d. Benefit status during leave

**CPW Response:**

- The document only references total numbers of leave taken, not the title of the employee taking the leave, the reason for the leave or the length.
- Benefit status is also not provided.

7. Any and all data on health and safety incidents that have occurred in the last three years (2020, 2021, 2022) in areas where bargaining unit members work, including but not limited to the following for each year:

- a. Chemical spills
- b. Hazardous materials incidents
- c. Asbestos removal projects
- d. Workplace injuries
- e. Building evacuations for any reason
- f. Workplace violence incidents

8. Summary census data for insurance plan utilization by bargaining unit members for each of the last two academic years (2020-21, 2021-22, 2022 to date) to include the following for each year broken down by plan design (e.g. Choice Plus 90, Choice Plus 80, etc):

- a. Total number of bargaining unit members
- b. Number of bargaining unit members waiving or not electing insurance
- c. Number electing individual coverage
- d. Number electing individual plus one dependent
- e. Number electing family coverage
- f. Total number in c-e whose premiums are/were paid by Columbia
- g. Total number in c-e who pay/paid their own premiums out of pocket or out of their own fellowship award monies

**CPW Response:**

- The document provided does not indicate requested information on f and g. Please provide that information.

9. The relevant summary census data requested in Item #8 for dental, vision, and any other insurance programs in which bargaining unit members participate.

**CPW Response:**

- CU provided the Information

10. A representative sample of appointment/offer letters for each bargaining unit position in each of the main departments/schools/colleges/units that hire such employees, including but not limited to:

- a. College of Physicians and Surgeons
- b. School of Engineering and Applied Science
- c. School of International and Public Affairs
- d. Graduate School of Arts and Sciences
- e. Core Curriculum
- f. Graduate School of Architecture, Planning and Preservation
- g. School of the Arts
- h. Business School
- i. Law School
- j. Journalism School
- k. School of Social Work
- l. School of Public Health
- m. School of Professional Studies
- n. Columbia College
- o. School of Nursing

**In response to #10:**

- Information on Academic Appointments and Letters can be found here:  
<https://provost.columbia.edu/content/academic-appointments>
- [DOWNLOADED SAMPLE LETTERS](#)

11. Any and all summary data on visa/work authorization status of bargaining unit members for the last three years (2020, 2021, 2022), to include the following:

- a. Breakdown of the bargaining unit by nation of origin
- b. Breakdown of the bargaining unit by visa status (citizen, EAD, F1, J1, etc)

**CPW Response:**

- The document provided only indicates Resident/Non-resident and does not indicate the Visa type or country of origin as requested.

**12. All data on utilization of Columbia University housing by bargaining unit members for the last three years (2020, 2021, 2022)**

- Total number of individuals renting Columbia housing
- Average monthly rent per unit size (one bedroom, two bedroom, etc)
- Increase in monthly rent rate over previous year
- Average security deposit
- Number of ADA-compliant units available
- Number of requests for ADA-compliant units
- Number of requests for ADA-compliant units accommodated
- Number of family units available
- Number of requests for family units
- Number of requests for family units accommodated

**13. All data on termination of bargaining unit appointments prior to the initial expected end date in the last three years (2020, 2021, 2022), including the following:**

- Total number of such early terminations each year
- The following for each individual case
  - Job title/classification
  - School/College

**In response to #13:**

- Columbia Administration informed by email that there has been only one case of discharged since 2020 (the union has knowledge of this case)



# CPW-UAW

## A UNION FOR POSTDOCTORAL RESEARCHERS AT COLUMBIA UNIVERSITY



Date: June 6, 2023

To: Linda Mischel Eisner and Mary Ann Carlese, Executive Directors of Labor Relations

From: CPW-UAW Bargaining Committee members

Re: Request for Information Made by CPW-UAW Local 4100

CPW-UAW Local 4100 ("the Union") submits this Request for Information ("RFI") in preparation for ongoing contract negotiations of our second Collective Bargaining Agreement ("CBA"). We require this information to fulfill our role as the exclusive bargaining representative of our Union. Please provide the following information on computer readable format (excel preferred) as soon as possible, but in light of the pending expiration of our CBA, no later than June 19, 2023. Additionally, we ask that you provide any and all information as it becomes available rather than holding information or files until you have a complete list of the items we are requesting. We are available to meet and answer any outstanding or clarifying questions you may have as you fulfill our request.

[\[FULL RESPONSE FROM COLUMBIA CAN BE FOUND HERE\]](#)

1. **The calculations made by the university showing that the extra taxation of Postdoctoral Research Fellows is compensated by their savings on FICA taxes.**

#### Item 1:

- Data regarding the tax treatment of Fellows, along with a chart detailing the calculations and comparison of compensation for Fellows and Non-Fellows were provided during the June 8, 2023 negotiation session. Supplemental information regarding comparable institutions was also provided.
  - [CU simulation of income of postdoc scientist vs fellow](#)
  - [Mt Sinai offer of Fellowship position](#)

#### CPW Response:

- The calculation provided refers to NSRA Fellowships. This communication from the IRS: <https://www.irs.gov/pub/irs-wd/1117026.pdf> seems to indicate that while NRSA Fellows do not need to pay FICA non-NRSA fellows may. **Has the university checked with other Fellowships?**

2. **The IRS, NIH and including any other guidelines that Columbia University's central council uses to recommend appointment of Postdoctoral Research Fellows as independent contractors.**

**Item 2 and 3:**

- You may obtain and review the Faculty Handbook at <https://facultyhandbook.columbia.edu/> which contains the information requested.

**CPW Response:**

- The link provided leads to the Faculty Handbook where the different titles are described but can not find guidelines from “**IRS, NIH and including any other guidelines that Columbia University’s central council**” regarding the classification of Fellows as independent contracts (Item 2).

**3. The criteria the university uses to classify a Postdoctoral researcher as a Visiting Scientist:**

- a. Name;
- b. Department;
- c. Start date;
- d. Hours per week; and
- e. Pay rate.

**Item 2 and 3:**

- You may obtain and review the Faculty Handbook at <https://facultyhandbook.columbia.edu/> which contains the information requested.

**CPW Response:**

- The link provided leads to the Faculty Handbook where the position of Visiting Scholar is defined as follows: “**Visiting Officers of Research:** Visiting officers of research have affiliations with other institutions from which they are temporarily on leave while working at the University on projects of common interest with members of the faculty or research staff. (...)”
- **Confirm whether the criteria is to hold an affiliation with other institution**

**4. List of individuals appointed to, hold the title, job duties or responsibilities of a Postdoctoral Research Fellow who were not included in the CPW-UAW Local 4100 bargaining unit as of, June 01, 2023:**

- a. Full name;
- b. Employee ID (or other unique identifier);
- c. UNI;
- d. Job title/classification;
- e. Start date of appointment;
- f. End date of appointment;
- g. Department hiring unit;
- h. Columbia email address; and,

- i. Work location (building name and lab/office room number).

**Item 4:**

- We are not in possession of information responsive to this request and will supplement as appropriate.

5. A copy of fellowship contract(s) Columbia University has entered into since July 1, 2020, including any regarding the relationship or agreement between Columbia University and the institution funding the contract, and any specific contract(s) regarding specific worker(s).

**Item 5:**

- We are not in possession of information responsive to this request.

**6. Health Insurance:**

- a. **Copies of renewal letters showing prior year and current year rates for each medical and dental plan for 2020, 2021, 2022, and 2023.**
- b. Provide a breakdown of the number of employees by coverage type (e.g., employee only, employee and spouse or domestic partner, employee and family).
- c. **A breakdown of employee benefit costs by type of expense (FICA, unemployment insurance, workers' compensation, health/dental insurance, life insurance, disability insurance, etc.) included in any audited financial statements, budgets, projections and monthly financial statements.**
- d. **Total expenditures on health care coverage for the current contract period.**
- e. **Information about future rates for current healthcare policies and any alternative policies that the employer intends to propose.**

**Item 6:**

- Information responsive to this request was provided on April 17, 2023 in response to Item 6. and 8. in the Request for Information dated March 16, 2023.

**CPW Response:**

- The information provided in response to the March 16 RFI (Items 8 and 9) was a summary data for insurance plan, dental and vision utilization.
- It did not included, as requested in June RFI, cost for the employee (a) or the Employer (c, d, e)

**7. Funding Structure:**

- a. Information concerning department revenues received or projected for use during the current fiscal year, including all grants awards or other documents relating to the amount and source of such revenues and any restrictions on use, for Columbia University;

- b. A list of all grants that have been approved and/or received since July 2020, as well as the RFP for those grants and the deliverables associated with each grant. Where applicable, please indicate the allocation of money across departments.
- c. An accounting of all funding raised through private donors in the last three years.
- d. An accounting of all funding raised by the boards of Columbia University and its constituent corporation boards in the last three years.
- e. Information on funding structure for Columbia University.
- f. Information on policies around cost allocations for Columbia University.

**Item 7**

- We are not in possession of information responsive to this request.

**8. Childcare:**

- a. Number of childcare lump sums issued during the current contract period;**
- b. Amount provided on average to each eligible Postdoctoral Research Fellow;**
- c. Amount provided on average to each Postdoctoral Research Scientist/Scholar; and**
- d. Amount provided on average to each Associate Research Scientist/Scholar**

**Item 8**

- Information responsive to this request was provided on April 17, 2023 in response to Item 8. in the Request for Information dated March 16, 2023. The amount awarded on average for each eligible Postdoc Fellow, Postdoc Research Scientist/Scholar and Associate Research Scientist/Scholar was \$4000.

**CPW Response:**

- The information provided in response to the March 16 RFI (Items 5) was a total number of childcare benefits awarded.
- It did not included, as requested in June RFI, a breakdown per title nor total amount awarded

**9. Financial transparency:**

**Financial statements as provided are opaque and Columbia University has called our compensation proposals unrealistic. We want to demonstrate that Columbia University has the financial resources to accommodate our financial proposals.**

- a. Copies of IRS Form 990 filed for 2021 and 2022;
- b. Charts of accounts as presented to auditors, including account numbers, description of the account and how the account maps into the audited financial statements.
- c. Copies of any monthly financial statements for the current fiscal year, either audited or unaudited, showing actual monthly and year-to-date revenue and expenses.
- d. The trial balance by all departments in Columbia University as presented to the auditors for the entire organization including accounts used for inter departmental transactions.



- e. The list of departments and their coding in the trial balance.

**Item 9**

- You may obtain and review Columbia's financial reports at <https://www.finance.columbia.edu/content/columbia-university-financial-reports> and <https://projects.propublica.org/nonprofits/organizations/135598093>.

**10. The University policy regarding relocation payments in relation to the current proposal from Columbia University for a Miscellaneous letter as presented on May 23, 2023 with the following language:**

*All newly hired Employees (excludes title changes) on or after January 1, 2024 will receive a one-time relocation payment in the amount of \$1,250 dollars subject to University policy, applicable taxes, and withholdings.*

**Item 10**

- We are reviewing this request and will provide information as appropriate.