

**2023 COLUMBIA UNIVERSITY and COLUMBIA  
POSTDOCTORAL WORKERS-UAW LOCAL 4100,  
NEGOTIATIONS**

**RATIFIED AGREEMENT**

**OCTOBER 31, 2023**

# APPOINTMENTS

## Tentative Agreement: October 16, 2023

The University proposes adding (**additions in Bold**) the following language in Article 2 (“Appointments”) of the Agreement:

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

- A. *Associate Research Scientists/Scholars*, as defined in the current Faculty Handbook, may be appointed for a term up to twelve (12) months, which is renewable. A longer period of appointment may be offered by the University. If an associate research scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (3) months prior to the end of the appointment term, where possible.
- B. *Postdoctoral Research Scientists/Scholars*, as defined in the current Faculty Handbook, may be appointed for a term up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. The total duration of an individual’s postdoctoral service may not exceed five years, including postdoctoral service at other institutions. If a postdoctoral research scientist/scholar is not to be renewed, the University will provide notice of non-renewal three (3) months prior to the end of the appointment term, where possible.
- C. *Postdoctoral Research Fellows*, as defined in the current Faculty Handbook, may be appointed for a term of up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three (3) years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. In contrast to postdoctoral research scientists and scholars, who are paid a salary, these officers usually receive fellowship stipends. **As a general rule, Postdoctoral Research Fellows receive a fellowship or training grant stipend rather than a salary. This is not subject to withholding. To qualify as a stipend, the funds must come from an external agency that has explicitly designated the payment as a stipend. It is important to clearly distinguish stipends from salary and not use the terms interchangeably since they refer to different sources of funding, and are governed by distinct IRS regulations. Postdoctoral Research Scientists and Scholars and Associate Research Scientists are compensated for their services with a salary that is subject to withholding for taxes, FICA, and Medicare. For Employees transitioning from the title of Postdoctoral Research Scientist/Scholar to the Postdoctoral Research**

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**Fellow title, see Article 5, Section 7, regarding changes in employment status and benefits eligibility.**

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

Section 5: An appointment letter shall include: 1) appointment title, 2) beginning and end dates of the appointment, and a statement that the position is renewable (if applicable) 3) salary and/or stipend, 4) name of the anticipated supervisor, 5) department or academic/research unit, 6) contact information for departmental administrator, 7) anticipated work location, 8) brief summary of anticipated responsibilities, 9) notice that the appointment is covered by this agreement, with a URL for the agreement **and a URL for Union office contact,** and 10) URL for benefit information, 11) **URL for EOAA,** 12) **URL for the Office of Postdoctoral Affairs (OPA) and a URL for Columbia Research IDP information,** 13) **URL for the International Students & Scholars Office (ISSO).**

## COMPENSATION

### Tentative Agreement: October 24, 2023

The University proposes adding, changing, and deleting (**additions, changes, and deletions in Bold**) the following language in Article 5 ("Compensation") of the Agreement:

Section 3: **Effective upon the ratification of this Agreement, if an Employee's salary or stipend is at or above the minimum level set forth below, upon reappointment or anniversary date, current Employees will receive a salary rate increase set below in Section 8(a) or Section 8(b). Employees hired on or after ratification are subject to the rates in Section 8(c).**

**Effective July 1, 2024, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than three percent (3%).**

**Effective July 1, 2025, upon reappointment or anniversary date, the Employee will receive a salary rate increase of no less than three percent (3%).**

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 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.

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**Section 5 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 6 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 7 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. **Prior to applying for or accepting an extramural grant, the Postdoctoral Research Scholar/Scientist may request a meeting with their Principal Investigator and Human Resources to discuss the changes in their employment status and benefits eligibility resulting from the extramural grant's stipulations.**

**In the event that a benefits-eligible Postdoctoral Research Scholar/Scientist accepts a position as a Postdoctoral Research Fellow and has satisfied the two-year waiting period for the University's retirement contributions, the University shall provide a one-time lump sum payment in the amount of \$3,500 for each twelve (12) month period they remain in the title of Postdoctoral Research Fellow. The intention of this payment is to support the Postdoctoral Research Fellow's long-term financial planning. Postdoctoral Research Fellows shall be solely responsible for any tax implications, and the University makes no representations regarding tax obligations or consequences that may arise from this payment.**

**Section 8 9:** Compensation shall not be reduced solely as a result of this Agreement.

**(a) Effective upon the ratification of this Agreement, Postdoctoral Research Scholars/Scientists and Fellows employed by Columbia University on the date of ratification, will receive a one-time ratification salary adjustment based on their completed years of service at Columbia University to the following minimum compensation or a salary rate increase of no less than three percent (3%), whichever is greater.**

<b>Years of Service (as of ratification)</b>	<b>Minimum Compensation (2023-2024)</b>
<b>0 (0-11 months)</b>	<b>\$70,000</b>
<b>1 (12-23 months)</b>	<b>\$71,000</b>
<b>2 (24-35 months)</b>	<b>\$72,000</b>
<b>3 (36-47 months)</b>	<b>\$73,000</b>
<b>4 (48-60 months)</b>	<b>\$74,000</b>

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Following this one-time adjustment, upon reappointment or anniversary date, current Employees will receive a salary rate increase as provided for in Article 5, Section 3.

(b) Effective upon the ratification of this Agreement, Associate Research Scientists/Scholars employed by Columbia University on the date of ratification, will receive a one-time ratification salary adjustment based on their completed years of service at Columbia University to the following minimum compensation or a salary rate increase of no less than three percent (3%), whichever is greater.

Years of Service (as of ratification)	Minimum Compensation (2023-2024)
0 (0-11 months)	\$77,000
1 (12-23 months)	\$78,000
2 (24 months or more)	\$79,000

Following this one-time adjustment, upon reappointment or anniversary date, current Employees will receive a salary rate increase as provided for in Article 5, Section 3.

(c) The minimum annual compensation for the below classifications for those employees hired on or after ratification, shall be as follows:

Associate Research Scientist/Scholar **\$66,100**

Year	Minimum Salary
Hired on or after ratification	\$77,000
July 1, 2024	\$78,155
July 1, 2025	\$79,327

Postdoctoral Research Scientist/Scholar **\$60,000**

Year	Minimum Salary
Hired on or after ratification	\$70,000
July 1, 2024	\$71,050
July 1, 2025	\$72,116

Postdoctoral Research Fellow **\$60,000**

Year	Minimum Salary
Hired on or after ratification	\$70,000
July 1, 2024	\$71,050
July 1, 2025	\$72,116

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**Section 9 10:** Effective upon ratification, each current Employee on the payroll on that date, shall receive a one-time lump sum payment of \$1,200 subject to applicable taxes and withholdings.

~~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.~~

## **COPYRIGHT & INTELLECTUAL PROPERTY**

**Tentative Agreement: August 1, 2023**

The University proposes adding (**additions in Bold**) the following language in Article 6 (“Copyright & Intellectual Property”) of the Agreement:

**Section 4:** The University will convene a meeting, and meet as needed, with Columbia Tech Ventures and/or other appropriate University representatives and representatives from the Union to discuss and answer questions and bring suggestions about the University’s Copyright and Intellectual Property policy. The initial meeting will occur within 90 days of the date of ratification.

## **DISCHARGE AND DISCIPLINE**

**Tentative Agreement: June 30, 2023**

The University proposes adding and renumbering the sections in (**additions and changes in Bold**) the following language in Article 7 (“Discipline and Discharge”) of the Agreement:

**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 (including but not limited to violence, discrimination, harassment, theft, destruction of

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University property, fraud), the Union will be notified and where possible, the parties will first meet with the Employee and conduct an investigatory interview before final discharge from employment.

**Section 5:** 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.

## GRIEVANCE AND ARBITRATION

### Tentative Agreement: June 22, 2023

The University proposes adding (**additions in Bold**) the following language in Article 9, Section 4(B) ("Grievance and Arbitration") of the Agreement:

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: **Ralph S. Berger, Sheila Cole, Stuart Bauchner.**

## HOLIDAYS

### Tentative Agreement: May 31, 2023

The University proposes adding, changing and deleting (**additions, deletions, and changes in Bold**) the following language in Article 11 ("Holidays") of the Agreement:

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

**Juneteenth**

Independence Day

Labor Day

Election Day

Thanksgiving

Day after Thanksgiving

Christmas Day

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

Section 2: Personal Days

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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.

## INTERNATIONAL EMPLOYEES

### Tentative Agreement: August 14, 2023

The University proposes adding (**additions in Bold**) the following language in Article 12 ("International Employees") of the Agreement:

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

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: **Upon an Employee's request, ISSO and/or the corresponding Human Resources office will meet with the Employee to discuss their visa status and arrangement.**

Section 10: **For entry visa stamp renewals, Employees as defined by this Agreement, may request reimbursement for necessary administrative fees and pre-approved travel expenses.**

**The University reserves the right to request documentation to evaluate the reimbursement request. The decisions of the University regarding reimbursement requests, including eligibility for and amount of reimbursement, are final and not grievable.**

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The total reimbursement amount per request shall not exceed \$1,250. Employees remain solely responsible for all expenses exceeding the reimbursement amount or expenses that are not directly connected to entry visa stamp renewals.

## PROFESSIONAL DEVELOPMENT

### Tentative Agreement: August 1, 2023

The University proposes adding (**additions in Bold**) the following language in Article 19 (“Professional Development”) of the Agreement:

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 reasonable 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: the enhancement of the IDP tools provided by OPA; 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; mentorship and co-mentorship training.**

#### Section 2: Individual Development Plan

Employees are encouraged to develop an Individual Development Plan (IDP). If the Employee chooses to submit the IDP to their supervisor for discussion, the supervisor(s) will review the IDP, share their knowledge about available development opportunities with the Employee, and provide advice about possible revisions to the IDP as needed. The Employee and the supervisor(s) may engage in ongoing discussions regarding the IDP. **If the Employee believes the IDP requires revisions based on evolving research needs, they may submit a revised IDP for discussion with their supervisor(s). The Employee may consult with additional co-mentors of their choosing within the University in the development of an IDP.**

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## RESEARCH INTEGRITY

### Tentative Agreement: August 1, 2023

The University proposes changing (**changes in Bold**) the following language in Article 20 (“Research Integrity”) of the Agreement:

Section 2: The Union may raise the topic of authorship disputes **with a group comprised of representatives from the Office of Faculty Affairs, Office of Academic Affairs, and the Office of Postdoctoral Affairs who will organize and engage in discussion of the authorship dispute issues.**

## UNION ACCESS, RIGHTS AND ACTIVITY

### Tentative Agreement: June 29, 2023

The University proposes adding and deleting (**additions and deletions in Bold**) the following language in Article 24 (“Union Access, Rights, and Activity”) of the Agreement:

Section 4: When a new Employee is hired, the appropriate unit officer or steward in the area shall be allowed **fifteen thirty (15 30)** minutes without loss of pay to discuss union matters with such Employee.

Section 6: The University will allow a reasonable number of general membership meetings **at each Columbia Campus. CUIMC and Morningside Campus.** Employees will be entitled to one (1) hour of release time to attend.

Section 8: The University will provide the Union with a list of **changes (additions and deletions)** to the composition of the bargaining unit on a monthly basis. This will include the Employee’s full name as provided to the University, uni, position type, job title, department, location address (street, city, state and zip code), University e-mail address and phone number, FTE percentage, compensation, appointment start date, appointment end date, and hire date.

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## UNION DUES

### Tentative Agreement: June 8, 2023

The University proposes adding, changing, deleting the following language and renumbering the remaining sections in (**additions, deletions, and changes in Bold**) Article 25 ("Union Dues") of the Agreement:

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 receipt of authorization from an employee, 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 11: 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.

## VACATIONS

### Tentative Agreement: June 8, 2023

The University proposes adding (**additions in Bold**) the following language in Article 26 ("Vacations") of the Agreement:

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.**

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## WORKSPACE AND MATERIALS

### Tentative Agreement: August 14, 2023

The University proposes adding (**additions in Bold**) the following language in Article 28 (“Workspace and Materials”) of the Agreement:

**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.**

## MISCELLANEOUS

### Tentative Agreement: June 22, 2023

The University proposes a side letter 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 \$1,500 dollars subject to applicable taxes and withholdings.**

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### Tentative Agreement: October 24, 2023

The University proposes a side letter 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) or other unanticipated expenses 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 \$500,000 for the 3-year 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) with input from the Union. The Hardship Support Fund will reimburse Employees for up to \$5,000 per academic year (July 1 to June 30). 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**

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or the distribution of funds shall not be grievable. At the conclusion of each academic year, the Union and the OPA will evaluate the utilization of the Hardship Support 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.

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### **Tentative Agreement: August 14, 2023**

The University proposes a side letter with the following language concerning diversity in hiring practices and inclusivity in the workplace:

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. The Working Group will meet at least twice (2) a year for the term of the contract. This Working Group will also discuss the University's continued efforts and goals in promoting inclusion through increased access and information about gender neutral bathrooms across campuses.

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### **Tentative Agreement: June 30, 2023**

The University proposes updating the side letter between Columbia Postdoctoral Workers-UAW Local 4100 and Columbia University with the following language:

- 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 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.**

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4) The University has adopted the following definition as part of its Anti-Bullying Initiative (located at <https://provost.columbia.edu/content/columbia-anti-bullying-initiative>):

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 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, the relationship between the parties, and the context in which the conduct occurred.

5) 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] only after the established process is complete, other than any appeal process.

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#### **Tentative Agreement: October 16, 2023**

The parties hereby acknowledge that the revisions made to the Faculty Handbook in 2022 (2022 Faculty Handbook) do not alter, amend, or change the meaning, intent, or interpretation of Article 1 (Recognition) and Article 2 (Appointments) of the 2020 Collective Bargaining Agreement (CBA). It is mutually agreed by both the University and the Union that modifications introduced in the 2022 Faculty Handbook do not undermine the enforceability of the CBA and do not impact the unit composition. The parties also mutually agree that such revisions are not to be relied upon to expand the meaning of the CBA and the parties remain committed to upholding the terms set forth in the CBA.

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#### **Tentative Agreement: October 24, 2023**

As advised during negotiations and consistent with Article 3 and Article 4, the annual childcare lump sum payment will be increasing to a total of \$5,000 effective January 1, 2024.

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## **Tentative Agreement: October 24, 2023**

The University proposes a side letter between Columbia Postdoctoral Workers-UAW Local 4100 and Columbia University with the following language:

**Upon the ratification of this Agreement, the Union agrees to withdraw with prejudice any and all Unfair Labor Practice Charges filed with NLRB against the University related to collective bargaining negotiations, including but not limited to, case No. 02-CA-320655 and a ULP filed on October 23, 2023 titled "Misleading Information About Visa."**

## **EFFECTIVE DATE AND DURATION**

### **Tentative Agreement: October 24, 2023**

The University proposes changing (**changes in Bold**) the following language in Article 29 ("Effective Date and Duration") of the Agreement:

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing upon ratification and ending **June 30, 2026**.

The University and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of the Agreement.

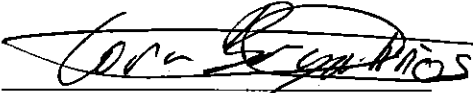
*The University reserves the right to add to, delete or modify these proposals at any time during bargaining.*


IN WITNESSETH WHEREOF, the Union and the University have signed this Agreement this 24<sup>th</sup> day of October 2023.

Agreed to:

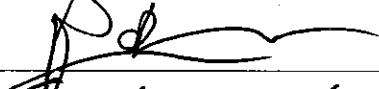
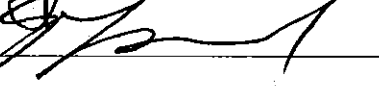
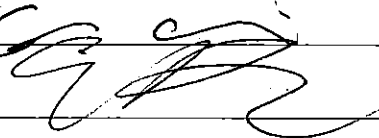
CPW-UAW LOCAL 4100

THE TRUSTEES OF  
COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK

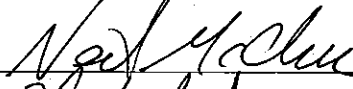


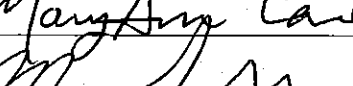
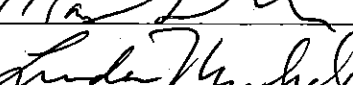
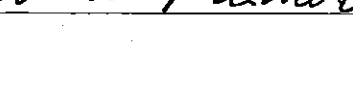
By:   
Cora Bergantinos-Crespo  
President

By:   
Daniel Driscoll  
Vice President - Human Resources 10/24/23

Negotiating Committee

Negotiating Committee

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