

**2025 COLUMBIA UNIVERSITY and STUDENT
WORKERS OF COLUMBIA-UAW LOCAL 2710
NEGOTIATIONS**

UNIVERSITY PROPOSALS

**SCHEDULED SESSION 6
June 9, 2025**

ARTICLE 25 COMPENSATION

June 9, 2025

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

Section 2: As part of their education and training, PhD students are appointed during certain semesters to teaching or research assistantships. A portion of guaranteed support is treated as salary during appointed periods; the remainder is treated as a stipend. Under the NLRB decision and the Framework Agreement, the University will bargain with respect to salary paid during semesters when a student holds a research or teaching appointment. It is not required to bargain with respect to support provided during semesters when a student does not hold a teaching or research appointment, because such students are not then in the bargaining unit. The University also is not required to bargain with respect to support in excess of salary during an appointed period (i.e., stipends), because that is not a mandatory subject of bargaining.

Section 3: To minimize the administrative and negotiating complexity inherent in the intermittent bargaining-unit status of PhD students, the University is prepared, on a permissive basis, to:

- 1) Negotiate minimum levels of total support provided by each academic unit named below to students who hold an appointment during a guaranteed year of support in the first year of this Agreement. The University would retain discretion to determine, consistent with legal requirements, the amount of support to be treated as salary for tax purposes.
- 2) Negotiate a minimum percentage increase of total support for students who hold an appointment during this Agreement.
- 3) Acknowledge its present intention to have each academic unit provide support for students within their guaranteed years of support, **during semesters (including summer) when they do not hold a fully-funded appointment, that is 2% less than they would receive under this Agreement if they did hold an appointment, for the duration of the Agreement (i.e., at an annualized twelve-month support rate of \$48,080 when not on appointment in the academic year 2025-2026; for example, a student who is not on appointment for the period June 1 to August 31, 2026 would receive support of \$12,020 for that period).**

Section 4: If this Agreement is ratified by July 1, 2025:

- a) PhD students within their guaranteed years of support who hold a fully-funded appointment for the academic year 2024-2025 that extends through the period June 1, 2025 ending August 31, 2025, will receive an adjustment to their compensation for the period July 1, 2025 to August 31, 2025 of 2%.

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- b) PhD students within their guaranteed years of support who received a 2025 summer stipend of \$6,365 will receive an adjustment to their summer stipend support of \$3,770.

Section 5: For the academic year 2025-2026, during guaranteed years of support, a PhD Student Employee who holds a teaching or research appointment in GSAS, SEAS, the VP&S Coordinated Doctoral Programs in Biomedical Sciences, the School of Nursing, the Graduate School of Business or the Mailman School of Public Health, GSAPP, Journalism, SIPA, or the School of Social Work shall receive compensation at an annualized (twelve-month) rate of no less than \$49,042, prorated for the period of their appointment (i.e., \$49,042 for twelve-month appointments; \$36,782 for nine-month appointments).

Section 6: For the academic year 2026-2027, [and any subsequent years for the duration of this Agreement], during guaranteed years of support, the minimum annualized rate for appointments shall increase by no less than [to be negotiated during bargaining]%.

Section 7: Effective September 1, 2025, in each academic unit, compensation of undergraduate students and Master's students, non-PhD doctoral students, and PhD students beyond their guaranteed years of support who hold appointments as Teaching Assistants, Teaching Fellows, Preceptors, Readers, Teaching Assistants III, Graduate Research Assistants and Department Research Assistants shall increase by no less than 2%. For the academic year 2026-2027, [and any subsequent years for the duration of this Agreement] the increase shall be no less than [to be negotiated during bargaining]%.

Section 8: Student Employees who are compensated on an hourly basis, and who are included in the bargaining unit, shall be paid as set forth below. The University intends to compensate student workers who perform instructional and/or research work, and who are not part of the bargaining unit, at the same minimum hourly rates.

Effective September 1, 2025, the minimum hourly rate for Student Employees who perform instructional and/or research work will be **\$23.00 per hour**.

Effective September 1, 2026, [and any subsequent years for the duration of this Agreement], the minimum hourly rate for Student Employees who perform instructional and/or research work will be \$[to be negotiated during bargaining] per hour.

Section 9: The University intends to have the support level of Doctors of Musical Arts (DMA) students remain aligned with **the support level** of GSAS PhD students.

Section 10: The University intends to have the support level of Masters of Fine Arts (MFA) students teaching in the University Writing Program remain aligned with **the support level** of GSAS PhD students **for the period of the appointment**.

Section 11: The University retains the sole discretion in determining the appropriate compensation for Student Employees. Nothing should preclude the University from providing compensation at rates above those required in this Article.

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Section 12: The University will make best efforts to ensure that Student Employees are paid in a timely manner, provided that the Student Employee has timely submitted to the University all necessary documentation and/or information.

**REMOVE: Letter of Understanding Between Student Workers of Columbia-UAW
and Columbia University Concerning Summer Stipends for Certain Students**

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ARTICLE 15 BENEFITS

May 9, 2025

Health Benefits: The structure of the health care benefit program made available to Student Employees as students, and the provision to them of any other benefits, shall not be a subject for collective bargaining. The University will provide the same health care benefit program that is provided to all other students not covered by this Agreement.

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

PhD Student Employees on appointment may enroll themselves and eligible dependents in the Student Health Insurance Plan at no cost.

SUPPORT FUNDS:

Student Employee Support Fund: **For each year of this agreement, the Student Employee Support Fund will be \$425,000.**

Student Employee Dependent Support Fund: **For each year of this agreement, the Student Employee Dependent Support Fund will be \$225,000.**

Student Employees and covered dependents may apply for reimbursement of any out-of-pocket medical, dental, and vision expenses (as defined by Internal Revenue Service regulations).

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the University and the Union. Unused funds in any year shall not rollover into any subsequent year.

Dental Benefits: PhD Student Employees on appointment may enroll themselves and eligible dependents in the Emblem Preferred Dental Plan or an equivalent dental plan. The University will pay seventy-five percent (75%) of the monthly premium for PhD Student Employees and eligible dependents who enroll in the Emblem Preferred Dental Plan. The University will pay an amount equal to seventy-five percent (75%) of the monthly premium cost of the Emblem Preferred Dental Plan towards the monthly premium cost for Student Employees and eligible dependents who enroll in another dental plan that is offered to students. The structure of the Dental Plans shall not be a subject for collective bargaining.

The University intends to offer the dental benefits described above to PhD Students who are not part of the bargaining unit and their eligible dependents.

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Vision Benefits: PhD Student Employees and eligible dependents will be eligible to participate in a vision plan that is offered to students.

ARTICLE 16 CHILD CARE

May 9, 2025

For each year of this agreement, PhD Student Employees may apply for the University's **\$5,750** child care subsidy. PhD Student Employees may receive one child care subsidy per year for each child who is under the age of six (6) and not yet attending kindergarten. If both parents are PhD students, they both may apply individually for the child care subsidy.

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

Eligible Student Employees may participate in the University's Back-up Care Advantage program. Any changes and/or modifications to or the elimination of the University's Backup Care Advantage shall apply to the Eligible Student Employees. The University shall not be required to bargain with the Union concerning any changes and/or modifications to or the elimination of the University's Back-up Care program

The University will make reasonable efforts to grant a PhD Student Employee's scheduling request arising from caretaking concerns. Relevant factors in the consideration of a scheduling request may include the number of persons under the PhD Student Employee's care and the age of their children. Where practicable, the PhD Student Employee will submit their scheduling request when the planning for the semester is underway.

PhD Student Employees who are not satisfied with the scheduling request decision may make a written appeal to the Dean of the appropriate School or their designee. Scheduling request decisions are not subject to the Agreement's Grievance and Arbitration provisions.

ARTICLE 2 GRIEVANCE AND ARBITRATION

April 14, 2025

A Student 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 Student Employee, the Union, or the University that this Agreement has been violated. No more than one grievance shall be processed with respect to the

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

Section 2. Step Two:

- 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) **business** days after the Union or Student Employee became aware or should have been aware of the event(s) giving rise to the grievance.
- B. Within ten (10) **business** days of the filing of the grievance at Step Two, the Dean of the appropriate school or their designee may conduct a meeting with the grievant and a representative of the Union in an effort to resolve the grievance.
- C. The University shall notify the Union representative of its response in writing within ten (10) **business** 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:

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- 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) **business** days of the Step Two response. Within ten (10) **business** 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) **business** 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) **business** days.

Section 4: Arbitration

- A. In the event the parties are unable to resolve grievances in the above procedure, the grievance may be appealed by the Union or University within thirty (30) calendar days after completion of Step Three to an impartial arbitrator for resolution, with copy to the other party. No individual Student 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: **Lisa Charles, Melinda Gordon, Rosemary Townley**.
- 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 Student 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.

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Section 5: Timelines

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

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ARTICLE 12 HOLIDAYS

April 14, 2025

Section 1: Student Employees shall observe the University academic holiday schedule. Student Employees who are required to work on a University academic holiday shall receive an alternate day off approved in advance by their supervisor.

University Holidays

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Juneteenth

Independence Day

Labor Day

The Day before Election Day**

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

* Morningside Campus observes The Day before Election Day

Personal Day: Student Employees on a salaried appointment are entitled to one (1) paid personal day per semester (fall, spring, and summer), **except at the Medical Center campus where Student Employees shall be entitled to two (2) personal days, but shall not be entitled to the Day before Election Day as a paid holiday.** Personal day use must be approved in advance after coordinating with a) their advisor or PI when holding a research appointment; and/or b) the faculty instructor or lead course coordinator when holding a teaching appointment. Personal days must be used during the semester in which they are earned.

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

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REMOVE: Side Letter: Between Student Workers of Columbia - UAW and Columbia University Concerning COVID-19 Impact on PhD Research Plans and Opportunities

REMOVE: Side Letter: Between Student Workers of Columbia - UAW and Columbia University Regarding Withdrawal of Unfair Labor Practices Charges

REMOVE: Side Letter: Between Student Workers of Columbia - UAW and Columbia University Regarding Make Up Work After Strike

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ARTICLE 3 NON-DISCRIMINATION

April 25, 2025

Section 1: Preamble. Columbia University is committed to providing a learning, living, and working environment free from discrimination and harassment, and to fostering a nurturing and vibrant community founded upon the fundamental dignity and worth of all of its members. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment.

Section 2: Prohibition of Unlawful Discrimination and Harassment. In accordance with applicable laws, it is the policy of the University not to tolerate unlawful discrimination or harassment in any form and to provide those who feel that they are victims of discrimination with mechanisms for seeking redress. Columbia University prohibits any form of discrimination and harassment against any person on the basis of race, **including hair texture**, color, religion/creed, caste, sex, gender, gender identity or expression, sexual orientation, marital status, parental status, pregnancy and pregnancy-related conditions, medical conditions, national origin, citizen or immigration status, ancestry, age, military or veteran status, disability, status as a victim of domestic violence, genetic information or carrier status, **height, weight or the combination of height and weight (body size)**, unemployment status, partnership status, or any other applicable legally protected status. This principle of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

Neither the University nor the Union shall unlawfully discriminate against or in favor of any Student Employee because of membership in the Union and/or activities on behalf of the Union as protected by the National Labor Relations Act.

Section 3: Prohibited Conduct. Columbia University's *Anti-Discrimination and Discriminatory Harassment Policies & Procedures for Faculty & Staff* ("Faculty and Staff ADDH Policies"), which defines prohibited conduct, can be found on **the website page of the University's Office of Institutional Equity ("OIE")**.

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

Section 4: Complaints. Complaints alleging conduct that violates the University's **Faculty and Staff ADDH Policies** will be processed through **OIE's Faculty and Staff ADDH procedures**. The University encourages those who believe that they have experienced discrimination, harassment or other prohibited conduct to bring their concerns to the University's attention immediately. The University does not limit the time for submitting a complaint of prohibited conduct.

The University is committed to making best efforts to ensure that complaints are resolved as expediently and efficiently as possible and will devote the resources needed to achieve this

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commitment. To that end, complaints will be reviewed immediately by **OIE** to determine whether Title IX applies. **Notably, in accordance with the Faculty and Staff ADDH Policies, Student Employees who are complainants or respondents may be accompanied by one advisor of their choice during any meeting with OIE. The single advisor may be an attorney-advisor, union representative, or other advisor.**

- A. If **OIE** determines that Title IX applies, the Student Employee, the Union and the University will be notified of that determination within five (5) business days of a **complainant's initial interview with an investigator**. If there is a disagreement as to whether the complaint triggers the Title IX process, the Student Employee or the Union will promptly notify the University. The University will present the issue for decision to an expert in the field, selected from an agreed list; the decision, which will be final, will be presented to the Student Employee, the Union and the University within **ten (10)** business days of the notice. For complaints that involve Title IX, the Union may proceed to arbitration under Article 2 [Grievance and Arbitration] only after the **OIE** process is complete, including exhaustion of the **OIE** appeal process.
- B. For complaints that do not involve Title IX, the Union may proceed to arbitration under Article 2 [Grievance and Arbitration], if the matter is not resolved by **OIE** within seventy-five (75) days of a **formal or informal notice to the parties**. As complaints often require extensive review and vary in complexity, the Union shall not unreasonably deny requests by the University to extend the seventy-five (75) day period. The following factors will be relevant to the reasonableness of such a request: the nature and duration of the conduct complained of; **the timeliness of complainant's presentation of allegations and supporting information**; the number of complainants **and respondents**; the number of potential witnesses identified by the complainant and respondent; the availability and location of witnesses, including the complainant and respondent; the extent and availability of documents (including emails and text messages) that must be reviewed; **and the timeframe for parties to obtain an advisor**.
- C. Once an investigation is commenced and until a written finding is rendered, the Union or the University may request a status report after sixty (60) days and every thirty (30) days thereafter. This report will include an estimate of the additional time required to complete the process.
- D. Columbia University will take and/or make available reasonable and appropriate measures to protect a Student Employee's access to Columbia University employment or education programs and activities. **Where appropriate, interim measures will be implemented as provided for in the University's Faculty and Staff ADDH Policies.** The University shall have discretion regarding the specific measures. In the event the Union believes that the interim measures provided are insufficient, it may appeal directly to the Provost or a University official designated by the Provost.

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- E. Consistent with this Agreement, the parties shall meet to make good faith efforts to reach potential resolutions.
- F. Retaliation against any individual who complains of a violation of the **University's Faculty and Staff ADDH Policies to OIE** or who otherwise participates in the investigation of an alleged violation is strictly prohibited.
- G. If the Student Employee files a grievance of a violation of this article under Article 2 [Grievance and Arbitration], any deadlines by which the other party or parties to the underlying claim must file an appeal may be tolled until resolution of the grievance or the conclusion of the procedures under the **University's Faculty and Staff ADDH Policies** other than appeal, whichever is later. Any such grievance will be between the Union and the University. Such grievances may be filed at Step 3 of the Grievance and Arbitration procedure
- H. The Student Employee may not pursue an appeal under **the University's Faculty and Staff ADDH Policies** following the completion of arbitration.

Section 5: Mediation. Following completion of the appeals process by a Student Employee, if the Union is dissatisfied with the final decision of the University, the Union may take the matter to mediation by serving notice on the University within fifteen (15) days of the final decision of the Appellate Officer. As the parties to the mediation, the Union and the University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.

Under no circumstances may the Union pursue both mediation and arbitration.

Section 6: Review. The University is committed to leveraging insight from these processes to help address problematic behavior on a continuous basis, with the goals of understanding and developing appropriate responses to troubling patterns and behaviors brought to light by these processes. To that end, once a year, the University (including a representative of **OIE**) shall meet with the Union to discuss the effectiveness of these processes.

Each academic year, the University will report and make accessible to the Union **an annual report on allegations reported to OIE's Faculty and Staff ADDH Division**, including numerical case data for the following: complaint allegations by category; the University status of the parties (i.e., student, student employee, faculty member, staff member, post-doc, or third party); the status of the investigation, any remedial efforts taken or interim measure implemented, and, where applicable, general outcome of responsibility findings.¹

Section 7: Title IX Handling. Under no circumstances will a Student Employee in any of the Schools of the University be pressured by Title IX Resource Coordinators or staff or any other University officials to accept informal resolution of their complaint or interim measures in place of filing a formal complaint. Pressure to accept informal resolution may include but is not limited

¹ The University's report will include potentially abusive or intimidating behavior once the relevant policy is established.

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to, telling the Student Employee they will not win a formal resolution, providing misinformation, and telling the complainant that the resolution process will harm the academic opportunities of the respondent.

Section 8: Abusive or Intimidating Behavior. Student 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. Retaliatory treatment of any Student Employee for reporting such concerns in good faith is strictly forbidden.

Additional information on Columbia University's anti-bullying initiative and available resources 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 **the University's Faculty and Staff ADDH Policies**, if a Student Employee is dissatisfied with the results of the established process, the Union may proceed to arbitration under Article 2 [Grievance and Arbitration] only after the established process is complete, other than any appeal process. The Union may also take the matter to mediation after any appeals process as described in Section 5 above.

Section 9: Severability. If the current Title IX regulations are modified or overturned, the University or the Union may reopen and bargain over this Article.

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Letter of Understanding Between Student Workers of Columbia-UAW and Columbia University
Regarding Changes to the **OIE** Investigative and Appeals Processes

I. OIE INVESTIGATIVE PROCESS AND PROCEDURES

A. Advisors

Parties are entitled to one advisor of their choice. The advisor may be an attorney-advisor or other advisor and may accompany the Party to any interview or meeting related to the investigation. **The advisor may not be an individual who may have a conflicting role within the investigation or sanction process. This includes, but is not limited to, supervisors making decisions on sanctions, human resources, faculty affairs, or other personnel who may provide information or be consulted on sanctioning decisions and witnesses.** An advisor may provide support and advice about the investigation to their advisee. However, an advisor may not present on behalf of their advisee nor may they behave in a manner that is disruptive to the investigative process.

Communication with advisors by **OIE** must be authorized in writing by a Complainant or Respondent. Such communication could include scheduling requests, requests for information and evidence, investigation status updates, the sharing of documents, and other investigation-related matters. Absent the Party's written consent for **OIE** to include the advisor on such communication, the Party will be responsible for informing the advisor on all matters.

OIE will not intentionally schedule meetings, interviews, hearing dates, or any other related proceedings where the advisor is not available, provided that the advisor act reasonably in providing available dates and works collegially to find dates and times that meet all schedules.

B. Investigator Assignment

The Vice Provost for **OIE** or their designee will assign an investigator or team of investigators to an investigation. The investigator(s) assigned to a matter will tailor an investigation based on the facts, nature, and complexity of the allegations and surrounding circumstances.

All investigators will have extensive training in investigating and evaluating conduct prohibited under **the Faculty and Staff ADDH Policies**. The investigator(s) will be impartial and unbiased and treat Complainants and Respondents equitably. The University may, in its sole discretion, assign appropriate internal non-**OIE** investigator(s) or outside investigator(s) to a matter. Should a Party perceive a potential or actual conflict of interest or bias related to the investigator(s), the Party is expected to promptly raise such conflict in writing to the Vice Provost for **OIE**.

C. Fact Gathering Stage

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

If the Investigator wishes to question a Party regarding certain evidence gathered, the Investigator will share that evidence with a Party in advance of a scheduled meeting to provide a fair opportunity for the Party to respond to questions presented during the meeting.

During an investigation, the **OIE** Investigator will **audio** record the interviews of each Party and the interviews of witnesses. A transcript of such **audio** recordings will be made available to the Parties for inspection and review. No party or witness shall have the right to record their own interview.

D. Inspection and Review of Evidence

1. Prior to the completion of the investigation, the Parties will have an equal opportunity to inspect and review the evidence obtained through the investigation. The purpose of the inspection and review process is to allow each Party the equal opportunity to meaningfully respond to the evidence prior to the conclusion of the **OIE** investigation.
2. Prior to obtaining access to any evidence, the Parties and their Advisors must sign an agreement not to:
 - a. Disseminate any of the evidence subject to inspection and review that was submitted by another Party or witness or obtained from any source other than the Party themselves; or
 - b. Use such statements or evidence for any purpose unrelated to the investigative process.

However, Parties are not prevented from discussing the incident(s) that are the subject of the investigation. Once signed, this Agreement may not be withdrawn, including if a Party withdraws from the investigative process.

3. Once the investigation is substantially complete but before a report is prepared, evidence that will be available for inspection and review by the Parties will be any evidence that is directly related to the allegations raised in the complaint. It will include any:
 - a. **Transcripts of audio recorded interviews** with each Party and witnesses;

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- b. Evidence that is relevant and directly related to the allegations;
- c. Inculpatory or exculpatory evidence (i.e., evidence that tends to prove or disprove the allegation(s)) that is directly related to the allegations, whether obtained from a Party or another witness.

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

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

E. Investigative Report

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

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

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

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II. APPEALS PROCESS

A. Appellate Panel:

1. In order to provide a neutral, third-party review of **the OIE** findings and recommendations, the University will establish a pool of independent Appellate Officers. The University will also establish an Advisory Group with representatives from various constituencies, including the GWC-UAW, Local **2710**, to provide input for the selection of independent Appellate Officers. The independent Appellate Officers will be selected on an individual rotating basis to hear appeals from **OIE** determinations.
2. Appellate Officers shall be individuals from outside of the University with significant experience in higher education and/or in employment law.
3. Appellate Officers will receive training on the workings and purposes of the **OIE** process, and on the duties of an Appellate Officer.

B. Appellate Procedures:

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

Additional information on OIE's appellate procedures can be found on in the Faculty and Staff ADDH Policies.

C. Scope of Appeal:

1. **There was a procedural error that may have impacted the outcome.**

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

2. The Party has new information, unavailable at the time of the investigation, that may change or affect the outcome.
3. An appeal based on a conflict of interest or exhibited bias of an investigator against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.
4. There were relevant, disputed issues or questions concerning interpretation of University policy that impacted the outcome.
5. The allegations were substantiated in whole or in part, but the proposed changes to Complainant's working conditions are insufficiently protective of Complainant or unnecessarily disruptive given the findings.

III. OIE PROCESS IS NOT SUBJECT TO COLLECTIVE BARGAINING

The **OIE** process shall not be subject to collective bargaining. The Union may propose to supplement that process, so long as such proposals do not conflict with the **OIE** process.

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

**REMOVE: Side Letter: Between Student Workers of Columbia - UAW
and Columbia University Regarding the Development of an Anti-Intimidation Policy**

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