

TENTATIVE AGREEMENT

BETWEEN

WEILL CORNELL MEDICINE

AND

**INTERNATIONAL UNION, UAW, AND ITS LOCAL UNION,
WEILL CORNELL MEDICINE POSTDOCS UNITED-UAW
LOCAL XXXX**

OCTOBER 29, 2025

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ARTICLE 1
RECOGNITION

1. Weill Cornell Medicine (hereinafter referred to as “Weill Cornell Medicine” or “WCM”) recognizes the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (“UAW”), and its Local Union, Weill Cornell Medicine Postdocs United-UAW Local XXXX (hereinafter referred to, collectively, as the “Union”), as the exclusive bargaining representative for individuals in the bargaining unit certified by the National Labor Relations Board in Case 02-RC-327093. The bargaining unit shall accordingly be defined as follows:
 - 1.1. **Included:** All postdoctoral trainees employed by Weill Cornell Medical College performing research at any of the Employer’s facilities located in New York City, including but not limited to Postdoctoral Associates, Fellows, and Visiting Fellows, regardless of funding source (hereinafter referred to, collectively, as “Postdoctoral Employee(s)”).
 - 1.2. **Excluded:** All other employees including, Postdoctoral trainees performing research at the Employer’s facilities outside of New York City; postdoctoral trainees employed by other institutions (including, but not limited to, New York Presbyterian Hospital, Memorial Sloan Kettering Cancer Center, and Hospital for Special Surgery etc.); all postdoctoral trainees who are employed to perform clinical work; all Fellows and Visiting Fellows who are not performing postdoctoral research; guards, managers, and supervisors as defined in the Act.

ARTICLE 2
ACADEMIC FREEDOM

1. WCM values free and open inquiry and expression as tenets that underlie academic freedom. WCM shall ensure the following rights and freedoms to Postdoctoral Employees outside of their normal, agreed-upon WCM responsibilities, as long as such is consistent with this Agreement and WCM's policies and practices:
 - A. Notwithstanding the paragraph above, Postdoctoral Employees shall have freedom on matters relevant to the subject and purpose of their appointment, as approved by their PI.
 - B. Postdoctoral Employees shall have freedom in pursuit of their own research and in creative expression, and dissemination of the results.
 - C. Postdoctoral Employees shall have the right to express themselves peacefully as members of society or as representatives of their fields of instruction, study, or research, free from censorship or retaliation by WCM.
 - D. Postdoctoral Employees shall have the right to assemble or protest peacefully, free from censorship or retaliation by WCM.
 - E. Postdoctoral Employees have the right to address any matter of institutional governance, policy, or action.

2. WCM shall not use any WCM processes to retaliate against a Postdoctoral Employee for exercising their academic freedoms. Nothing in this Article shall limit any Postdoctoral Employee's rights under the National Labor Relations Act.

ARTICLE 3
APPOINTMENT SECURITY

1. Appointment as a Postdoctoral Employee covered by this Agreement is offered to individuals with a doctoral degree (e.g., Ph.D., M.D., D.D.S., or the equivalent) who seek to enhance their research experience and professional skills under the mentorship of a faculty member ("Principal Investigator" or "PI") for a temporary period. In the event that an advanced degree has not yet been awarded, a letter from the granting institution certifying that all requirements for the degree have been fulfilled can be substituted.

2. WCM shall continue a Postdoctoral Employee's position and the terms of the Postdoctoral Employee's offer, including the level of compensation, benefits, and other terms and conditions of employment, for the duration of the term specified in the offer unless the Postdoctoral Employee: (i) is terminated; or (ii) voluntarily resigns.

ARTICLE 4
APPOINTMENTS AND REAPPOINTMENTS

1. Postdoctoral Employee appointments have fixed start and end dates. The initial appointment of a Postdoctoral Employee shall be for a minimum of one (1) year, and eligible for reappointment for up to four (4) additional years for up to a total period of service of five (5) years. To minimize the impact on international Postdoctoral Employees, where funding would support reappointment of a Postdoctoral Employee beyond the initial one (1) year appointment, WCM will issue that Postdoctoral Employee a form DS2019 that makes clear that the Postdoctoral Employee meets the relevant eligibility requirements for a multi-year appointment. However, consistent with Sections 1 and 2 of this Article, the parties acknowledge and agree that a multi-year appointment shall not be guaranteed. Postdoctoral Employees, at their request, may provide their hiring PI with their preference for the duration of their visa for consideration by the hiring PI and/or the department. The ultimate decision for the duration of the visa shall be at the sole discretion of the hiring PI/department. Notwithstanding the above, all international Postdoctoral Employees will continue to be subject to their country's visa processing requirements and relevant reciprocity schedules, which supersedes any provision in this Section and may result in the international Postdoctoral Employee receiving only a one (1) year visa. Additionally, the international Postdoctoral Employee shall be made aware of any relevant tax treaties affecting eligibility for tax exemption (e.g., visa type or length).

2. Reappointments shall be for a period not to exceed a term of one (1) year, or the length of a fellowship award, whichever is longer, provided that the length of the fellowship award does not violate the appointment term limits described in Sections 1 and 3 of this Article. The union agrees that reappointment is not automatic and is subject to WCM's existing policies related to reappointments. However, reappointments may be for less than these minimums under the following circumstances, subject to notice to the Postdoctoral Employee and the Union:
 - 2.1. Continuation of the project is less than the relevant minimum reappointment length;
 - 2.2. Fewer years of funding available than the relevant minimum appointment length;
 - 2.3. Work authorization and visa limitations; or
 - 2.4. Change in PI.

3. Except as otherwise provided in this Section, in no event shall a Postdoctoral Employee receive any appointment(s) or reappointment(s) for a period of time exceeding five (5) years cumulatively. However, to the extent that a Postdoctoral Employee requires additional time beyond the five (5) year limit to complete their research, a Postdoctoral Employee may request a one (1) year extension of their appointment beyond the five (5) year limit. Such an extension shall be granted at the sole discretion of WCM and shall

not exceed one (1) year. At the end of their appointment as a Postdoctoral Employee, Postdoctoral Employees may be recommended for a different appointment on the academic staff, for example research associate, or instructor or other faculty title consistent with WCM's existing policies regarding positions following a postdoctoral position including, but not limited to, the possession of requisite credentials.

4. As soon as practicable, but no later than sixty (60) calendar days prior to the start of the appointment, or with enough time to complete work authorization, whichever is earlier, WCM shall provide a Postdoctoral Employee with a written notice of appointment, as described below. Under exceptional circumstances a shorter period between the notice of appointment and start date may be allowed, subject to mutual agreement between the Postdoctoral Employee and the PI.
5. The letter of appointment or reappointment shall include the following information:
 - 5.1. Beginning and end dates of the appointment;
 - 5.2. Appointment percentage if applicable;
 - 5.3. PI or supervisor's name(s);
 - 5.4. Department or academic/research unit;
 - 5.5. A brief summary of the general nature of required duties and anticipated research project(s);
 - 5.6. Salary amount;
 - 5.7. Source(s) of funding and, if applicable, grant or award type/number; and, if there are multiple sources of funding, their respective percentages, to the extent known at the time the appointment letter is sent;
 - 5.8. Payment schedule, point of contact in the department for payment processing and instructions to address any payment issues, to the extent known at the time the appointment letter is sent;
 - 5.9. A statement that the position is covered by this collective bargaining agreement (with URL); and
 - 5.10. Response requirements to perfect acceptance of their appointment, if any.
6. At the time a Postdoctoral Employee receives their letter of appointment or reappointment, the Postdoctoral Employee shall also receive the following documentation in an informational packet in addition to a letter of appointment or reappointment:
 - 6.1. Name of a hiring unit person to contact for information regarding the appointment (with contact information);
 - 6.2. Anticipated place of employment (location of work site(s) – e.g., main campus, remote location);

- 6.3. Departmental assurance of funding availability for the duration of the appointment;
 - 6.4. A summary of benefits including insurance benefits, and the requisite enrollment information;
 - 6.5. A summary of housing benefits, a point of contact in the housing office, and the requisite enrollment information;
 - 6.6. Support for work travel, if any;
 - 6.7. Training requirements;
 - 6.8. A statement that WCM maintains individual Employment Records and that the Postdoctoral Employee may access their Employment Records in accordance with the provisions of Article 9 (Employment Records);
 - 6.9. WCM's non-discrimination policy;
 - 6.10. A list of the visa/work authorization categories available to Postdoctoral Employees and their dependents, with links to the U.S. Citizenship and Immigration Services (USCIS) website containing visa eligibility requirements, application procedures, and fees;
 - 6.11. Intranet links to the immigration team within WCM Human Resources and any other WCM offices to contact regarding visa/work authorization for Postdoctoral Employees and their dependents, along with any information about services offered by these offices;
 - 6.12. A statement and educational materials regarding tax exemption eligibility and tax-related resources, including WCM's Foreign National Taxation Policy; and
 - 6.13. Other information agreed upon by the parties.
7. After receiving the letter of appointment or reappointment, but no later than four (4) weeks before the appointment start date, the Postdoctoral Employee shall receive the following information from the Office of Postdoctoral Affairs:
 - 7.1. The Employee's CWID (which will be activated upon the first day of their appointment) if known at the time when such information is to be sent, and a hyperlink to the Office of Postdoctoral Affairs website, which includes important information relevant to Postdoctoral Employees;
 - 7.2. The Academic Staff Handbook;
 - 7.3. Resources pertaining to the Postdoctoral Association (PDA), all its committees/chairs, and a hyperlink to the PDA website page;
 - 7.4. Resources pertaining to the WCM Postdoctoral Employee Assistance Program Consortium (EAPC) and other health and wellness resources available to Postdoctoral Employees;
 - 7.5. Point of contact for ITS and computer needs;

- 7.6. Office of Postdoctoral Affairs Postdoc Orientation Materials, including the Postdoc Welcome Guide;
 - 7.7. Postdoc Awards and Fellowships, including travel awards;
 - 7.8. Information regarding Postdoctoral Employee discounts available through WCM, if any;
 - 7.9. A summary of professional development services including the right to an Individual Development Plan (IDP);
 - 7.10. Point of contact for Scientific Writing and Editing Services; and
 - 7.11. Resources provided by the Office of Postdoctoral Affairs (OPA).
8. If an appointment is eligible for reappointment, WCM shall note this in the appointment or reappointment letter and include the conditions for such renewal.
9. Where an appointment is eligible for reappointment consistent with Section 2 of this Article, notification of reappointment or non-reappointment will be provided to Postdoctoral Employees no later than four (4) months before the end of the current appointment.
10. Postdoctoral Employee's right to elect alternate appointment terms. In exceptional situations, for professionally-related reasons, a Postdoctoral Employee shall have the right to request and be offered appointments of shorter duration than those outlined in Sections 1 and 2 or other alternate terms subject to a mutual agreement of the Postdoctoral Employee, the PI and the Office of Postdoctoral Affairs (OPA), and the Union. Examples of such alternate situations may include:
 - 10.1. A short-term appointment that bridges the Postdoctoral Employee to another anticipated employment offer, Postdoctoral Employee appointment, fellowship, or training grant; and
 - 10.2. Postponement of all or part of an appointment offer for professionally-related reasons (e.g. short-term consultant work in the Postdoctoral Employee's field or a teaching opportunity).

ARTICLE 5
CHILDCARE

1. **Childcare benefit program:** Postdoctoral Employees shall have access to childcare centers partnered with WCM and sponsored backup childcare programs as determined by WCM on the same terms and conditions as are currently offered to Postdoctoral Employees.
2. **Dependent care flexible spending account**
 - 2.1. The Dependent Care Flexible Spending Account Program is a federal program that allows employees to place funds in a pre-tax account for the purpose of paying childcare costs as determined by Internal Revenue Service regulations.
 - 2.2. Postdoctoral Fellows shall be eligible for the benefits described in Section 2.1., consistent with WCM policy and applicable law.
 - 2.3. Consistent with WCM Policy and subject to the limits thereunder, eligible Postdoctoral Fellows may determine the amount they contribute to this account.

ARTICLE 6
COMPENSATION

1. Upon the ratification of this Agreement, the salary applicable to a particular Postdoctoral Employee is based upon the number of past years that the Postdoctoral Employee has held an appointment at WCM ("Years of Experience") according to Column 1 of Exhibit 1 demonstrated below.
2. As demonstrated in Column 2 of Exhibit 1, effective upon ratification of this Agreement, all Postdoctoral Employees shall receive a salary increase to the appropriate Years of Experience salary scale or a salary rate increase of three percent (3%), whichever is greater.
3. Upon the ratification of this Agreement, all Postdoctoral Employees employed: (i) at the time of ratification; and (ii) at the time payment is issued shall receive a one-time payment of five hundred dollars (\$500), less any lawful deductions and withholdings. Such one-time payment shall be made in the first paycheck issued after the first full pay period after the ratification of this Agreement.
4. As demonstrated in Columns 3–4 of Exhibit 1, the minimum salary for Postdoctoral Employees with zero (0) WCM Years of Experience hired on or after ratification shall increase by 1.5% on July 1, 2026 and 1.5% on July 1, 2027.
5. As demonstrated in Columns 3–5 of Exhibit 2 below, on each anniversary date of the Postdoctoral Employee's employment (e.g., moving from one year of experience to two years of experience), the salary of the incumbent will be increased to the appropriate step on the applicable scale or by 3%, whichever is greater. For the purposes of this section, a Postdoctoral Employee's anniversary date shall be one year from the first day of the Postdoctoral Employee's appointment.
6. As demonstrated in Column 3 of Exhibit 2, upon the commencement of the Postdoctoral Employee's second year of service at WCM, WCM shall increase the base salary of the Postdoctoral Employee by an additional \$3,500.
7. Any Postdoctoral Employee at WCM who receives a fellowship or other external funding shall remain eligible for WCM benefits and other entitlements that would otherwise be afforded to the Postdoctoral Employee if they had not received such funding.
8. If a Postdoctoral Employee receives external funding and that external fund provides a stipend or salary that is less than the minimum stipulated in this Article, based on experience level, then WCM shall provide additional funding to raise the Postdoctoral Employee's total support to the Postdoctoral Employee's applicable minimum experience level as required by this Article. In the case where a Postdoctoral Employee is already compensated above the minimum salary for their experience level and

receives new external funding that is less than their current salary, WCM shall maintain at least the Postdoctoral Employee's previous support.

9. Nothing shall preclude WCM from providing compensation to Postdoctoral Employees at pay rates above the minimums required in this Article and nothing shall preclude Postdoctoral Employees from receiving salaries above the levels referenced in Exhibit 1.

EXHIBIT 1: MINIMUM SALARY COMPENSATION TABLE

Column 1	Column 2	Column 3	Column 4
Years of Experience	Minimum Salary Scale Upon Ratification of this Agreement	Minimum Salary Increase 7/1/2026	Minimum Salary Increase 7/1/2027
0	\$74,692	\$75,812	\$76,949
1	\$79,192	--	--
2	\$80,192	--	--
3	\$81,192	--	--
4	\$82,192	--	--

EXHIBIT 2: ANNIVERSARY INCREASE COMPENSATION TABLE

Column 1	Column 2	Column 3	Column 4	Column 5
Years of Experience	Minimum Salary Scale Upon Ratification of this Agreement	First Anniversary Date Increase Post-Ratification	Second Anniversary Date Increase Post-Ratification	Third Anniversary Date Increase Post-Ratification
0	\$74,692	--	--	--
1	\$79,192	\$80,433 (\$74,692 x 3.00% + \$3,500)	--	--
2	\$80,192	\$81,568 (\$79,192 x 3.00%)	\$82,846 (\$80,433 x 3.00%)	--
3	\$81,192	\$82,598 (\$80,192 x 3.00%)	\$84,015 (\$81,568 x 3.00%)	\$85,331 (\$82,846 x 3.00%)
4	\$82,192	\$83,628 (\$81,192 x 3.00%)	\$85,076 (\$82,598 x 3.00%)	\$86,535 (\$84,015 x 3.00%)

ARTICLE 7
DISCIPLINE AND DISMISSAL

1. Weill Cornell Medicine shall not discipline or dismiss Postdoctoral Employees unless for just cause. The Parties acknowledge and agree that receipt of a negative performance review may be used as evidence in assessing whether just cause exists in cases of discipline, up to and including termination.
2. If Weill Cornell Medicine disciplines or dismisses a Postdoctoral Employee for cause, Weill Cornell Medicine shall notify the Postdoctoral Employee of its decision and notify the Union in writing about the disciplinary action within three (3) calendar days of taking such action, which shall include the reasons for discipline.
3. Postdoctoral Employees who are disciplined or dismissed shall be entitled to file a grievance in response to the disciplinary action. Postdoctoral Employees who are dismissed/terminated or suspended shall be permitted to file their grievance at the final step of the grievance process before arbitration.
4. In the event that discipline is resolved during the grievance process, any underlying discipline may be removed from a Postdoctoral Employee's HR file consistent with such resolution.
5. Weill Cornell Medicine shall maintain the confidentiality of a Postdoctoral Employee's disciplinary actions and shall not share a Postdoctoral Employee's disciplinary actions except with appropriate WCM personnel as necessary to perform their duties, as required by law, or in response to a demand for information by a funding agency (e.g. a demand for information in connection with a complaint made to the NIH about activity occurring in a WCM lab).

ARTICLE 8
EMERGENCY SUPPORT FUND

WCM shall create a Weill Cornell Medicine Postdoctoral Employee Emergency Support Fund for severe financial hardship. Effective January 1, 2026, WCM shall contribute fifty thousand dollars (\$50,000) per year for each year of this Agreement (on January 1 of each year) to the Postdoctoral Employee Emergency Support Fund for the exclusive use of Postdoctoral Employees.

ARTICLE 9
EMPLOYMENT RECORDS

1. "Employment Records" shall be defined as documentation pertaining to a Postdoctoral Employee's employment including but not limited to appointment and reappointment letters, certifications that exist at the time of initial hire and as provided while the Postdoctoral Employee is employed by WCM, work evaluations, formal documentation regarding absences (e.g., jury duty, sick days etc.) that is received by the Office of Postdoctoral Affairs, e-mail correspondence between a Postdoctoral Employee and their PI regarding the Postdoctoral Employee's acceptance of an offer letter, and work authorizations.
2. Each Postdoctoral Employee shall have an Employment Record. Upon request, Postdoctoral Employees and the Union shall be notified of the location(s) of the physical documentation, if they exist, making up their Employment Records. Additionally, upon request, Postdoctoral Employees will be notified of instructions for how to access Employment Records in electronic form. WCM shall ensure that online versions of Employment Records are secure.
3. Postdoctoral Employees shall have the right to examine their Employment Records. WCM shall make a Postdoctoral Employee's Employment Record available in electronic form as soon as possible but no later than within four (4) business days after an individual's request to review their record. When this is not possible for logistical or technical reasons, WCM shall notify the Postdoctoral Employee as soon as reasonably practicable.
4. Postdoctoral Employees shall have the right to request removal or correction of any incorrect or inappropriate material from their Employment Record and/or attach a statement in response to any item in the record. Such statements shall be maintained as part of the Employment Record. WCM shall correct or remove any factually incorrect material promptly.
5. No reference to any grievances shall be placed in an individual's Employment Record.
6. Once the implementation of an electronic records system has been completed, Postdoctoral Employees shall be notified of any new additions to their Employment Record within four (4) business days. When this is not possible for logistical or technical reasons, WCM will notify the Postdoctoral Employee as soon as practicable.
 - 6.1. WCM will use best efforts to implement the electronic records system described above as soon as practicable, but no later than nine (9) months after the ratification of this Agreement. To the extent an extension is required, the Parties agree to meet and discuss in order to come up with a revised timeline.

7. The Employer shall maintain the confidentiality of all Postdoctoral Employees' Employment Records, including former Postdoctoral Employees, for a period of six (6) years, and shall not share a Postdoctoral Employee's Employment Record except with appropriate WCM personnel as necessary to perform their duties, as required by law, or in response to a demand for information by a funding agency (e.g. a demand for information in connection with a complaint made to the NIH about activity occurring in a WCM lab). If WCM is required to share the Employment Record, they shall notify the Postdoctoral Employee at least three (3) business days before sharing the information. If the Postdoctoral Employee requests to receive the records for review or correction before sharing, or if they provide a valid reason necessitating an extension of time, WCM shall extend the period accordingly.
8. Upon request, former Postdoctoral Employees who have left WCM less than six years prior to their request shall receive a copy of their Employment Records.

ARTICLE 10
GRIEVANCE AND ARBITRATION

1. A grievance shall be defined as a complaint arising from an alleged violation of this Agreement which can be filed by an individual Postdoctoral Employee, a group of Postdoctoral Employees, the Union (in each case a "Union Grievant") or WCM. An individual Postdoctoral Employee, a group of Postdoctoral Employees, the Union or WCM who has/have a complaint may process a grievance in accordance with the procedure outlined in this Article. For purposes of this article, the party filing the grievance is referred to as the grieving party ("Grieving Party") and the opposing party is referred to as the non-grieving party ("Non-Grieving Party"). Postdoctoral Employee(s) may not be discriminated or retaliated against for pursuing a grievance or for supporting other Postdoctoral Employees' rights to bring a grievance. If a Postdoctoral Employee alleges such activity has occurred, a separate complaint may be initiated at Step 1 of the Grievance Procedure.

2. **Pre-Step**
 - 2.1. In order to facilitate a timely resolution of a complaint(s), the Postdoctoral Employee, group of Postdoctoral Employees, the Union and WCM are encouraged, but not required, to discuss the problems with an immediate supervisor or appropriate party within the Union for a complaint made by WCM prior to the submission of a grievance. The Postdoctoral Employee or group of Postdoctoral Employees shall have the right to union representation. Every reasonable effort should be made to achieve a mutually acceptable resolution of the problem by using this informal process.
 - 2.2. Mutual resolutions of the complaint at the Pre-Step, although final, must be consistent with the provisions of this Agreement and shall not be precedent setting.
 - 2.3. In instances where the Grieving Party deems it inappropriate to attempt informal resolution, that party may initiate a grievance at Step 1, if it is a Union Grievant, or Step 2, if it is Weill Cornell Medicine. A grievance may be filed initially at Step 2 by an individual Postdoctoral Employee, a group of Postdoctoral Employees, or the Union (in each case a "Union Grievant") if it alleges a violation(s) of a provision(s) of the Agreement enforced beyond the purview of a WCM department.

3. **Step 1**
 - 3.1. For a Union Grievant, the first step of the grievance shall be in writing on a designated grievance form as agreed to by the parties in Appendix A (Grievance Form) and state pertinent facts of the case as clearly and concisely as possible, including the provision(s) of the Agreement violated and a statement of the desired outcome and shall be filed with the department chair or their designee. (If

the grievance is against the department chair, the grievance may be filed at Step 2.) Unless otherwise stipulated in this Agreement, the grievance must be filed within thirty (30) business days from the date on which the Union Grievant became aware of the event(s) giving rise to the grievance to file the Step 1 grievance.

- 3.2. Within five (5) business days of receipt of the written grievance, the department chair or their designee shall meet with the Union Grievant (and/or their Union representative) in an effort to resolve the grievance.
- 3.3. The department chair or their designee shall have five (5) business days after such a meeting to provide a written response to the grievance.

4. Step 2

- 4.1. In the event the response to the Step One Grievance is unsatisfactory, the Union Grievant may appeal the grievance to the Director of Labor Relations or their designee within five (5) business days of receiving the written response from Step One. The Director of Labor Relations or their designee shall conduct a meeting with the Union Grievant (and/or their Union representative) to resolve the dispute within ten (10) business days of the receipt of the appealed grievance. The Director of Labor Relations or their designee shall provide the Union with a written response within ten (10) business days of the meeting described in Section 4.1.
- 4.2. If the Grieving Party is WCM, the grievance shall be filed initially at Step 2 by notice in writing addressed to the Union at its offices, within thirty (30) business days from the date on which the Grieving Party became aware of the event(s) giving rise to the grievance. The Union shall respond in writing to WCM's grievance within ten (10) business days. The same deadlines and procedures apply to the Union, but the appropriate Union representative shall provide its Step 2 written response to the appropriate WCM representative.

5. Arbitration

- 5.1. In the event the parties are unable to resolve grievances in the above procedure, the Union or WCM may appeal the grievance to an impartial arbitrator for resolution by notifying the Federal Mediation and Conciliation Service (FMCS), with a copy sent to the Non-Grieving party within thirty (30) calendar days of receipt of the Non-Grieving Party's Second Step response.

5.2. Selection of the arbitrator

- 5.2.1. The Grieving Party shall request that FMCS provide a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of FMCS.

- 5.3. The parties agree that arbitration hearings should take place, wherever feasible, within sixty (60) calendar days after the appeal to arbitration and will work with the selected arbitrator to find mutually acceptable days and times for hearings.
 - 5.4. The arbitrator shall conduct a hearing in accordance with the labor arbitration 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.
 - 5.5. The decision of the arbitrator shall be binding on all parties.
 - 5.6. The expenses and fees of the arbitrator shall be shared equally by the Union and Weill Cornell Medicine.
6. **Grievance Mediation:** Upon mutual agreement, Weill Cornell Medicine and the Union will request a Federal Mediator from the Federal Mediation and Conciliation Service for the purpose of grievance mediation. This process may be implemented with mutual agreement prior to filing for Arbitration, or in the time frame between the filing for Arbitration and the Arbitration proceedings. In the event Grievance Mediation is chosen prior to filing for Arbitration, the time limits for filing for Arbitration will be extended to accommodate the Grievance Mediation process. The decision/recommendations of the Federal Mediator shall not be binding on either party and may not be introduced in any subsequent arbitration proceedings.
7. **Timelines**
- 7.1. The parties agree that the time limitations set forth above are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations.
 - 7.2. Should the Grieving Party fail to respond within the timelines herein, the grievance shall be considered closed for all purposes and such failure shall preclude any subsequent filing or processing of the grievance. Likewise, if the Non-Grieving Party fails to timely respond, the grievance shall immediately and automatically move on to the next step. If either the Grieving Party or the Non-Grieving Party fail to timely file a demand for arbitration, the grievance shall be closed for all purposes and no longer subject to arbitration.
 - 7.3. The parties may mutually agree in writing to extend the timelines at any step of the grievance procedure. Requests for extensions shall not be unreasonably denied by either party.

ARTICLE 11
HEALTH AND SAFETY

1. WCM shall provide and maintain safe buildings and facilities with heating, ventilation and air conditioning systems, and access to potable water.
2. All Postdoctoral Employees shall be provided with a safe workspace and are encouraged to report to their PI and WCM Workforce Health and Safety Clinic Services (WHS) (1315-1319 York Avenue (PY020) or call 212-746-4370) any conditions that, based on scientific evidence, pose a threat to their health and safety or the health and safety of their unborn child. In the event such a condition is reported, the Postdoctoral Employee will not be required to continue working in such condition until an investigation is completed.
3. WCM shall supply and maintain all equipment, tools, and materials, and shall provide all training needed to carry out job duties safely.
4. WCM shall provide first aid equipment and information for all Postdoctoral Employees in workplaces that involve the use of, or exposure to, hazardous materials or who work in a hazardous environment.
5. WCM shall provide all safety training to Postdoctoral Employees that is necessary for their work and work environment at no cost including, but not limited to, first aid, CPR, use of fire extinguishers, disaster preparedness and the Certificate of Fitness for Non-Production Chemical Laboratories (C14) or the equivalent Certificate of Fitness for the Alternative Issuance C14 Procedure issued by the New York City Fire Department.
6. WCM shall provide appropriate personal protective equipment (PPE) deemed necessary in accordance with WCM policies, as well as OSHA or local, state and/or federal regulations for safely performing their duties. Training shall be provided in the proper use of protective equipment at no cost to the Postdoctoral Employee.
7. WCM will make reasonable efforts to address issues and questions which arise in the workplace.
8. WCM shall provide notice of any asbestos abatement in accordance with Title 15, Chapter 1 of the Rules of the City of New York, including written notice to the union at least seven (7) calendar days prior to the start of the project.
 - 8.1. Upon request and in accordance with local, state or federal law, the Employer shall provide affected Postdoctoral Employees with required information regarding toxic chemicals and/or asbestos to which they may have been exposed.

9. Postdoctoral Employees shall have one (1) representative included on each of the following WCM Committees, which may also discuss health and safety issues affecting Postdoctoral Employees from time to time: (i) Radiation Safety Committee (RSC) and (ii) Institutional Biosafety Committee (IBC). To the extent that a new committee is created, or an existing committee not specifically listed above is identified, which is relevant to Postdoctoral Employees' health and safety, the Union shall be entitled to request that a Postdoctoral Employee be eligible for participation on the committee. Such requests shall not be unreasonably denied. Reasonable release time will be granted for participation in these committees subject to approval of the Postdoctoral Employee's PI.
10. The Union and WCM agree to the formation of a joint Health and Safety Committee (the "Committee"). Its functions shall be to investigate health and safety complaints and to make recommendations to management to resolve reported health and safety problems. In the first year, the Committee shall meet three (3) times. Thereafter, the Committee shall meet per term at mutually agreed upon times and on an ad-hoc basis as needed. Agendas shall be agreed upon at least five (5) business days prior to the meeting. Both the Union and WCM shall be entitled to have five (5) representatives on the Committee and the parties will designate their own representatives to the committee. Postdoctoral Employees shall be provided reasonable release time to attend Committee meetings subject to approval of the Postdoctoral Employee's PI. Approval shall not be unreasonably denied. In case of emergency, the Health and Safety Committee shall be convened within twenty-four (24) hours.
11. When an OSHA inspector inspects a worksite in which Postdoctoral Employees are located, a Union representative has the right to be present at the opening conference and to accompany the inspector during the walkaround inspection.
12. Postdoctoral Employees who become injured or ill while working shall be eligible for Workers' Compensation consistent with and subject to New York State law.
13. When endemic, epidemic, or pandemic infectious disease conditions are present, any necessary or recommended PPE, vaccination, or testing pursuant to federal, state or local government agency guidelines and regulations shall be provided at no cost to Postdoctoral Employees.

ARTICLE 12
HOLIDAYS

1. Postdoctoral Employees shall be entitled to paid holidays within each calendar year as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

2. In addition to the above holidays, Postdoctoral Employees shall be entitled to four (4) personal days per appointment year. Accrued but unused personal days will not roll over from year to year and shall not be paid out upon termination.
3. WCM recognizes that there are religious and/or cultural holidays that are not formally observed by WCM. WCM shall not unreasonably deny requests to accommodate a Postdoctoral Employee who wishes to observe recognized religious and/or cultural holidays.
4. If a Postdoctoral Employee is required to work on a holiday by their PI, they shall be compensated with an additional vacation day, to be taken on a different day, within the year, agreed upon by the Postdoctoral Employee and PI.

ARTICLE 13
HOUSING

1. Postdoctoral Employees shall be offered WCM housing in WCM-owned apartment buildings currently designated for Postdoctoral Employees in accordance with WCM's current housing practices and subject to continued availability, including but not limited to the buildings listed in Appendix B (Apartment Buildings Designated for Postdoctoral Employees) as may be modified from time to time in WCM's sole discretion, for the full duration of employment. Upon request, WCM will provide information on all available housing units designated for Postdoctoral Employees.
 - a. WCM will use good faith efforts to make its offer of housing, including a move-in date, no later than four (4) weeks after the satisfactory submission of employment documents and Housing Application to the Office of Faculty Affairs and Housing Office, respectively.
 - b. If WCM is unable to offer move-in dates prior to the Postdoctoral Employee's start date, WCM will refer Postdoctoral Employees to third parties who can provide alternative housing options.
 - c. To the extent that WCM is unable to identify available housing prior to the start of the Postdoctoral Employee's appointment, WCM shall, upon request of the Postdoctoral Employee, delay the Postdoctoral Employee's start date to the extent permitted by the Postdoctoral Employee's visa status and any limitations imposed by the funding source.
2. For Postdoctoral Employees who choose to look for housing in the private market, WCM shall continue to provide access to a designated real estate brokerage service to assist with the apartment search, consistent with WCM's existing practices as may be modified from time to time.
3. The first rental payment and move-in fee for WCM housing shall not be due prior to a Postdoctoral Employee receiving their first two paychecks. All associated deposit/fees shall be refundable at the end of the lease. However, Postdoctoral Employees responsible for damages to their unit beyond normal wear and tear in excess of \$1,000 will be individually responsible for covering the cost of such damages.
4. The parties agree to create a Postdoctoral Housing Committee (the "Committee") which shall consist of members from both WCM and the Union. Its functions shall be to discuss issues pertaining to postdoctoral housing with management. The Committee shall meet at mutually agreed upon times. A Postdoctoral Employee shall be provided reasonable release time to attend Committee meetings subject to approval of the Postdoctoral Fellow's PI. Approval shall not be unreasonably denied.
5. Postdoctoral Employees who have a change in familial status (e.g., marriage, children, etc.) or unanticipated medical issues during their appointment and wish to move to a

different WCM housing apartment shall be allowed to apply for a vacant apartment in buildings currently designated for Postdoctoral Employees, including but not limited to buildings listed in Appendix B (Apartment Buildings Designated for Postdoctoral Employees), consistent with WCM's current housing practices. Such transfers shall not be guaranteed, but will be evaluated in a manner consistent with WCM's housing practices.

6. Consistent with WCM's current housing practices, WCM shall have the ability to adjust rents annually. WCM shall offer Postdoctoral Employees in WCM Housing a choice in mode of rent payment, including but not limited to, payroll deduction and credit or debit card payment.
7. Postdoctoral Employees shall be given one calendar week to vacate WCM Housing upon termination of their appointment.
8. Postdoctoral Employees may share the apartment with married spouses, domestic partners, and dependent children, provided that, alongside their application, the Postdoctoral Employee completes a WCM-provided attestation form attesting to their relevant partnership or dependent status. The Postdoctoral Employee shall be responsible for ensuring that information provided in the attestation form is accurate.
9. All defective appliances shall be repaired/replaced as soon as practicable and consistent with WCM's existing housing practices. WCM shall provide fair and reasonable service for all requested repairs and service. Tenants will be kept informed on a regular basis of the status of their requested repairs.
10. Postdoctoral Employees may apply for access to WCM's parking garages consistent with WCM's existing practices and will be provided access to bicycle parking spots where available. WCM shall put best effort into increasing the number of available bicycle racks in buildings with insufficient or no bicycle racks, wherever practicable and consistent with city and regulatory requirements.

ARTICLE 14
INSURANCE BENEFITS

1. **Coverage for Postdoctoral Employees and Dependents.** WCM shall provide all Postdoctoral Employees and dependents with medical, dental, vision, and prescription coverage, as well as short-term disability, long-term disability, Accidental Death and Dismemberment, and Basic Life Insurance, on the same terms and conditions as are currently offered to Postdoctoral Employees, as may be modified from time to time by WCM. WCM reserves the right to modify these benefits, after notice to the Union, provided that such benefits are substantially equivalent to those provided to other similarly situated employees.

2. **Cryopreservation:** Postdoctoral Employees who enroll in one of WCM's available insurance plans shall have access to cryopreservation (i.e., the freezing of eggs, sperm or embryos for later use) consistent with the terms of their respective insurance plan, as may be modified from time to time.

ARTICLE 15
INTELLECTUAL PROPERTY

1. Postdoctoral Employees shall have rights to authorship credit including the ability to decline authorship, in keeping with professional norms and the Weill Cornell Medical College and Well Cornell Graduate School of Medical Sciences Policy and Procedures Governing Research Integrity ('WCM Research Integrity Policy'), on any original works, such as publications or presentations, for which they have provided substantial contributions including but not limited to study concept and design, or acquisition, analysis, technology and code development, and interpretation of data critical for the study; and/or drafting the article or revising its content critically; and approving the final version to be published. A Postdoctoral Employee shall have the same rights to authorship credit as faculty would have, subject to the applicable requirements set forth in WCM's Research Integrity Policy and Cornell University Policy on Copyright in Volume 4, Chapter 15 "Copyright" ("Copyright Policy").

2. Postdoctoral Employees shall be eligible to be Principal Investigators (PIs) on internal and extramural funding proposals and applications provided that they meet the eligibility requirements and criteria set by the funding agency. Postdoctoral Employees shall be listed as PIs on training, fellowship or path to independence grant applications that they have written. On independent research grants, Postdoctoral Employees who have obtained written pre-approval from their WCM PI, and have copied their Departmental Chair or Institute Director, shall be listed as Principal Investigators, provided that the pre-approval recognizes the Postdoctoral Employee's main contribution to the conception, drafting, writing, data acquisition, processing, analysis, interpretation, and other aspects forming the basis of the hypothesis and aims of the grant application. In the event of a dispute regarding Principal Investigatorship of independent research grants after pre-approval is obtained, such dispute shall be reported to the applicable WCM Department Chair or Institute Director in an effort to resolve the dispute. In the event that the applicable Department Chair or Institute Director has a conflict of interest or otherwise cannot be impartial in resolving the dispute, a Senior Associate Dean for Research or Senior Associate Dean for Clinical Research, or their designee will recuse the applicable Department Chair or Institute Director and will either handle the matter themselves or appoint another WCM Department Chair or Institute Director to resolve the dispute. Such disputes that are not resolved through this process may then be addressed through the parties' grievance procedure set forth in Article 10 (Grievance and Arbitration) except as modified herein. If the dispute is not resolved after a Postdoctoral Employee completes Steps 1 and 2 of the grievance procedure as set forth in Article 10, the parties shall meet and confer to pick a neutral, mutually agreed upon, third party expert who will be responsible for hearing the dispute and issuing a corresponding decision. The decision of the neutral, mutually agreed upon, third party expert shall be binding on both parties. The parties agree that such decision will function as the final step of the grievance procedure and the grieving party will not be entitled to pursue arbitration pursuant to the parties' arbitration procedure set forth in Article 10 (Grievance and Arbitration).

- 3.** Intellectual property (IP) created, made, or originated by a Postdoctoral Employee, including open source software or any other type of software, shall be subject to the same rights consistent with Cornell University Policies, Volume 1, Chapter 5, section “Inventions and Related Property Rights” (the “IP Policy”) and as stated in Volume 4, Chapter 15, section ‘Copyright’. All such IP shall be subject to applicable funding agency requirements and/or guidelines, as well as any obligations created by the use of third-party intellectual property including, but not limited to, software tools or code. Postdoctoral Employees must be afforded the same rights as faculty members consistent with the policies referenced in this section.
- 4.** Consistent with Cornell University’s IP Policy and in partnership with their PI, a Postdoctoral Employee may submit a request to the Center for Technology Licensing (CTL) to discuss appropriate licensing and distribution of any software that may be produced as part of the research activities of the PI and Postdoctoral Employee at WCM, including requests for the use of free and permissive licenses.

 - 4.1.** CTL retains the sole discretion to approve or deny the licensing or distribution of such software but CTL will use reasonable efforts to grant the requests of a Postdoctoral Employee and their PI when appropriate. CTL retains the right to conduct reviews of any third-party licenses that may be required in the licensing or distribution of such IP.
 - 4.2.** Upon the commencement of a Postdoctoral Employee’s appointment, Weill Cornell Medicine will provide Postdoctoral Employees with an informational packet that will include relevant Cornell University policies governing the licensing and distribution of IP, resources pertaining to hyperlinks to relevant guidance, and a point of contact for CTL. WCM will also offer training to Postdoctoral Employees on how the IP system works, including what rights WCM claims and what rights the inventor(s) hold. When Weill Cornell Medicine updates or changes any IP-related policy they shall make instruction or training on any related policies available to Postdoctoral Employees.
 - 4.3.** Disputes regarding the licensing or distribution of any IP referenced in this Section are subject to the dispute resolution process stated in Cornell University’s IP policies (referenced in Section 3 of this Article) and are not subject to the grievance provision of this Agreement.
- 5.** WCM will use best efforts to provide open access publication fees for scholarly works produced by a Postdoctoral Employee’s research activities carried out in collaboration with their PI.
- 6.** Postdoctoral Employees shall retain the same authorship and intellectual property rights after leaving their laboratory or Weill Cornell Medicine as outlined in this article and consistent with Cornell University’s Policy on Research Data Retention described in Volume 4, Chapter 21 (the “Research Data Retention Policy”).

7. A Postdoctoral Employee who serves as an instructor for an educational or academic internal course for Weill Cornell Medicine or develops workshops or tutorials in connection with that educational or academic internal course, shall have the same rights of ownership as a member of the faculty would have with respect to those materials that the Postdoctoral Employee develops while working as a Postdoctoral Employee. If the Postdoctoral Employee develops those materials pursuant to a separate written contract involving Weill Cornell Medicine, the rights of ownership in such materials shall be determined by the terms of such separate contract and the Postdoctoral Employee shall have the same rights as other WCM contributors under any such contract. To the extent that a Postdoctoral Employee is involved in human subjects research and/or patient care by virtue of their appointment, nothing in this Section shall be interpreted to apply to proprietary clinical care models or related patient training materials. Such content shall be considered the IP of Cornell University.
8. Postdoctoral Employees shall be subject to and have rights under the WCM Academic Staff Handbook, Section 12, "Faculty Misconduct Policy", the Research Integrity Policy, and the Cornell University Policies, Volume 4, Chapter 6, Section "Standards of Ethical Conduct", in the same manner as other employees.
9. Weill Cornell Medicine shall ensure that Cornell University's current IP, Copyright and Research Data Retention Policies are available on the internet and its intranet. The parties agree that Cornell University may make changes to the names of existing policies, changes to the language of existing policies, or create any new policies from time to time. Weill Cornell Medicine shall provide notice to the Union within a reasonable period of time after Cornell University makes such changes and shall post the revised version of such existing policies on its intranet.
10. Retaliation against any Postdoctoral Employee who, in good faith, reports or who participates in the investigation of violations of policies referenced in this Article is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding covered by the rights and under the policies referenced in this Article, the WCM Research Integrity Policy and Cornell University Policy on Whistleblower Protections, Volume 4, Chapter 17, or related policies, or reporting to any outside agency or media outlet. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under these policies. Claims of retaliation based on filing a complaint of research or academic misconduct, in connection with their employment, or on participating in an investigation related to research and academic misconduct should be reported by the Postdoctoral Employee or by the Union on their behalf to the Director of HR Labor Relations and designated Research Integrity Officer. WCM shall investigate all claims of retaliation promptly. In the event the matter proceeds to arbitration, the arbitrator cannot issue any award which makes an academic judgment.

11. Conflicts of interest will be disclosed to Postdoctoral Employees according to the policies set forth by the Conflict Advisory Panel (CAP) in a PI's Comprehensive Conflicts Management Plan (cCMP) and consistent with WCM's Guidance for Appropriate Involvement in Start-ups by Members of the WCM Community. To the extent that a PI does not have a CAP assigned cCMP, the PI's conflict of interest shall be made known publicly to the Postdoctoral Employee within a reasonable timeframe consistent with and defined by WCM's Conflict of Interest policies. Postdoctoral Employees concerned about conflicts of interest shall have access to the Dean's Designee.

ARTICLE 16

INTERNATIONAL RESEARCHER RIGHTS

1. Upon an offer of appointment and prior to visa assignment, WCM shall provide information regarding visa and work authorization consistent with Article 4 (Appointments and Reappointments).
2. Consistent with WCM policy, all Postdoctoral Employees will be offered a visa. Postdoctoral Employees may request a specific visa based on their circumstances (e.g., J-1, H1-B). Such requests shall not be denied in an arbitrary and capricious manner. However, WCM's payment of visa processing fees shall be by agreement between the Postdoctoral Employee and their PI.
3. For entry and visa stamp renewals, Postdoctoral Employees may request reimbursement for necessary administrative fees and pre-approved travel expenses. WCM reserves the right to request documentation to evaluate the reimbursement request. The decisions of Weill Cornell Medicine regarding reimbursement requests, including eligibility for and amount of reimbursement, are final and not grievable. The total reimbursement amount per request shall not exceed \$1,500. Postdoctoral Employees remain solely responsible for all expenses exceeding the reimbursement amount or expenses that are not directly connected to entry visa stamp renewals.
4. WCM will make best efforts to timely process visa paperwork for which WCM is responsible. Postdoctoral Employees may contact the immigration team within WCM Human Resources for questions concerning visa processing. The Union may raise concerns regarding timely processing to the Director of Labor Relations or their designee. The parties acknowledge that WCM has no control over government agency processing times or abrupt changes in regulation that may cause a visa issuance delay.
5. If WCM is not able to lawfully employ a Postdoctoral Employee as a result of the Postdoctoral Employee's immigration status, WCM shall hold the position open for sixty (60) days in order for the Postdoctoral Employee to obtain work authorization or immigration status that permits them to work as a Postdoctoral 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.
6. A Postdoctoral Employee whose return to the U.S. is delayed by a U.S. government-initiated background check or by the legal requirement that they return to their home country prior to readmission to the U.S will consult with their PI to determine if they can perform work for their PI while awaiting readmission. A Postdoctoral Employee who receives approval from their PI may continue to work remotely and to be paid for such work for the period of time approved by the PI, to the extent permitted by federal agencies and subject to legal restrictions. If remote work is unavailable, the PI may authorize unpaid leave status consistent with WCM policies until the Postdoctoral

Employee is able to return. Any unpaid leave shall be handled in accordance with WCM's existing policies. Any determination made under this section is not grievable.

7. If a Postdoctoral Employee who possesses the requisite visa documentation and work authorization to lawfully enter the United States is barred entry through no fault of their own, WCM will use best efforts to assist the Postdoctoral Employee where possible.
8. WCM shall not unreasonably deny a Postdoctoral Employee's request for an employment verification letter during their green card application process. Letters of support for green card applications may be issued at the discretion of the Postdoctoral Employee's PI.
9. All international Postdoctoral Employees will have access to the immigration team within WCM Human Resources. Upon a Postdoctoral Employee's request, the immigration team within WCM Human Resources will meet with the Postdoctoral Employee to discuss their visa status and arrangement.
10. Upon the Union's request, the Union and WCM will meet up to three (3) times in the calendar year to discuss issues arising from International Postdoctoral appointments, immigration status, and visas. The parties may add additional meetings by mutual agreement.

ARTICLE 17
JOB POSTINGS

1. The Employer shall post all Postdoctoral Employee appointment opportunities on the public Careers website (<https://careers.weill.cornell.edu/find-job>) (hereinafter “Official Postings”) for no less than two (2) weeks. Application deadlines shall be no less than two (2) weeks after the respective position is posted.
2. For Official Postings only, WCM, Departments, and Hiring Units shall ensure that job postings contain the following information for open hire positions:
 - 2.1. A statement explaining WCM's commitment to diversity and inclusion and to providing equal employment opportunity to all applicants without unlawful discrimination
 - 2.2. Job title and job description
 - 2.3. Appointment Term (and whether reappointment is possible)
 - 2.4. Starting date
 - 2.5. Location of appointment
 - 2.6. Lab and department websites
 - 2.7. Wages or salary; and benefits
 - 2.8. Visa options
 - 2.9. Procedures regarding the application and reapplication process
 - 2.10. Hiring criteria, including but not limited to eligibility requirements, letters of recommendation, previous relevant experience, and any evaluation procedures
 - 2.11. Acknowledgement that the position falls within the existing bargaining unit and a link to the current Collective Bargaining Agreement
3. The above information regarding details about the position shall not be modified to be more restrictive within the two (2) week period that the position is posted. An exception to this would be if the Official Posting contains a mistake or other logistical or administrative error.
4. Where WCM seeks to repost an Official Posting, it shall keep the original/updated posting both on the public website and in applicable and appropriate places within the department or hiring unit for no fewer than five (5) business days. The application shall remain open through the last day of the re-posting.

ARTICLE 18

LAYOFF

1. WCM has the right to engage in a layoff. "Layoff" is defined as an involuntary separation, or a reduction in percent effort or duration of appointment, for a Postdoctoral Employee prior to the established appointment end date as a result of appropriate funding becoming unavailable.
2. Prior to the decision to engage in a layoff caused by a reduction of funding affecting an individual Postdoctoral Employee, WCM and the affected Postdoctoral Employee's PI shall make a good faith effort to allow the affected Postdoctoral Employee the option of working on projects with different funding sources in the PI's research group in lieu of layoff to the extent such funding source is available and to the extent the Postdoctoral Employee is immediately qualified.
3. If a layoff takes place, the affected Postdoctoral Employee, along with a Union representative at the Postdoctoral Employee's request, shall be entitled to a meeting with a WCM representative at least ten (10) business days prior to the Postdoctoral Employee being notified in writing. The purpose of the meeting is to discuss the terms of the anticipated layoff and to consider alternative options, including any vacancies within WCM that may be suitable for an affected Postdoctoral Employee to fill for the remainder of their existing appointment. If no alternative appointment exists, WCM shall make existing resources available to assist the affected Postdoctoral Employee in finding other employment outside of WCM for which they are qualified.
4. **Order of Layoff and Recall.** In determining the order of any layoff (and any subsequent recall), WCM shall consider the Postdoctoral Employee's qualifications, which shall be determined by WCM based on a review of the Postdoctoral Employee's special skills, abilities, knowledge essential to the lab, versatility, and experience.
5. In the event of a layoff, WCM shall provide as much advance written notice to the Postdoctoral Employee and the Union as is practicable, but no less than thirty (30) calendar days in advance of the effective date of the layoff. The Parties agree to bargain over the effects of the layoff.
6. Upon request, WCM shall provide the Postdoctoral Employee who is subject to layoff and the Union a written statement concerning the rationale for the layoff.
7. **Right to Vacancies**
 - 7.1. Laid-off Postdoctoral Employees may access a copy of all vacancies through WCM's website.
 - 7.2. WCM encourages all Postdoctoral Employees, either upon notification that they may be impacted by a layoff or upon occurrence of a layoff, to apply for open

positions, and WCM will grant professional consideration, including at minimum an interview, for an open position for which the Postdoctoral Employee is immediately qualified at the time of application for the vacant position.

8. Recall Rights

- 8.1.** In the event funding is resecured or other circumstances which provide a basis for recall occurs, laid off Postdoctoral Employees eligible for recall shall be eligible to return to the position they held within their lab that existed immediately prior to their being laid off, at the same terms and conditions they enjoyed prior to layoff. To the extent the same bargaining unit position is not available, the Postdoctoral Employee may be recalled to another bargaining unit position within their lab for which they are immediately qualified to fill, at the same terms and conditions they enjoyed prior to layoff, and shall be offered recall prior to any non-laid off Postdoctoral Employee being hired to fill the same vacancy.
- 8.2.** Any offer of recall to complete the duration of the original appointment shall be available for fourteen (14) calendar days, or longer, dependent upon extenuating circumstances and upon agreement of the PI, for the laid-off Postdoctoral Employee to accept. If the laid-off Postdoctoral Employee accepts a recall offer within that time period, the Postdoctoral Employee shall start or resume work upon a timeline agreed upon between the PI and the Postdoctoral Employee. To the extent the laid-off Postdoctoral Employee does not accept and begin work within the applicable timeframe or declines an offer of recall, the Postdoctoral Employee will be deemed to have no recall rights to the position. Once all laid-off Postdoctoral Employees who are eligible to be recalled to a vacant position are either recalled or offered recall, and vacancies still exist, WCM is then free to hire whomever it wants to fill such vacancies. All recall rights shall extinguish after the expiration of the original appointment.

ARTICLE 19
LEAVES OF ABSENCE

1. WCM shall grant paid leaves of absence to Postdoctoral Employees who request them for reasons including, but not limited to, the following:
 - A. Safe and Sick Time
 - B. Short-Term and Long-Term Disability
 - C. Medical (Birth Parent) Leave
 - D. Parental Leave
 - E. Family Medical Leave
 - F. Bereavement Leave
 - G. Jury Leave
 - H. Military Leave
 - I. Time Off to Vote
 - J. Visa Renewal Leave

2. **Safe and Sick Time:** Postdoctoral Employees shall be eligible for twelve (12) paid sick days per appointment year to be used consistent with applicable law. All paid sick days shall be earned upon the first day of the Postdoctoral Employee's appointment. Unused sick days shall be carried over from year to year into the Postdoctoral Employee's sick bank which shall be capped at a maximum of seventy-five (75) days. Accrued but unused sick days (including those in a Postdoctoral Employee's sick bank) shall not be paid out to Postdoctoral Employees upon the conclusion of their employment.

3. **Prenatal Leave:** Postdoctoral Employees shall be eligible for up to twenty (20) hours of paid prenatal leave per year consistent with the provisions of the NYS Paid Prenatal Leave law. To be clear, such hours shall not roll over, and no balances of unused hours shall be paid out in any circumstance.

4. **Short-Term Disability:** Consistent with WCM's salary continuance policy, individuals who have been granted leaves for medical reasons (including pregnancy-related disability) may be extended for as long as the Postdoctoral Employee's treating physician indicates that the individual cannot work subject to approval by WCM's disability carrier. Postdoctoral Employees who have been employed by WCM for less than one (1) year shall be eligible to receive 50% of their salary while on short-term disability. Postdoctoral Employees who have been employed by WCM for more than one (1) year shall be eligible to receive 100% of their salary while on short-term disability.

5. **Long Term Disability:** Postdoctoral Employees who have been on a medical leave of absence and cannot return to work after twenty-six (26) weeks may be eligible for long

term disability, if approved by the insurance carrier, and can receive up to 60% of their salary with a maximum payment of up to \$3,500 per month. Postdoctoral Employees may elect to enroll in voluntary long-term disability, consistent with WCM policy.

- 6. Medical (Birth Parent) Leave:** Consistent with WCM policy, a Postdoctoral Employee who is pregnant is entitled to medical leave of absence for the period surrounding the birth of their child during which their doctor certifies that they are unable to work (typically six (6) to eight (8) weeks postpartum, depending on the type of delivery) or are otherwise disabled. The Postdoctoral Employee shall be eligible to apply for Short-Term Disability (as referenced in Section 4 above) and may remain on Short-Term Disability until they are no longer disabled. A leave under this Section shall run concurrently with leave under the Family and Medical Leave Act (FMLA). Consistent with WCM policy, Postdoctoral Employees eligible for Medical (Birth Parent) Leave shall only need to inform WCM of the type of delivery through a form completed by the Postdoctoral Employee's physician and provided to WCM HR.
- 7. Parental Leave:** Consistent with WCM's salary continuance policy and New York State Paid Family Leave (NYS PFL) requirements, Postdoctoral Employees employed by WCM for at least three (3) months shall be granted up to twelve (12) weeks (or 60 days) of parental leave consistent with Sections 7.a. and 7.b. below. Postdoctoral Employees with less than one (1) year of service shall receive 67% of their salary while on parental leave, capped at the same percentage of the New York State Average Weekly Wage, as determined by New York State each year, consistent with NYS PFL. Postdoctoral Employees with one (1) year of service or more shall receive 100% of their salary while on parental leave, consistent with WCM policy. The parties agree that WCM's parental leave policy is and shall continue to be at least as favorable as the requirements set forth in New York State Paid Family Leave Law. Therefore, the parties agree that so long as WCM's parental leave policy is provided in lieu of NYS PFL the parties agree to waive entitlement to NYS PFL. A Postdoctoral Employee cannot be paid more than 100% of their salary.

Covered reasons for paid parental leave include:

- a.** To care for and/or bond with a Postdoctoral Employee's newborn child within one (1) year after the child's birth; or
- b.** To care for and/or bond with a child whom a Postdoctoral Employee has adopted or who has been placed in a Postdoctoral Employee's foster care within one (1) year after the adoption or placement.

To qualify for paid parental leave, the Postdoctoral Employee must assume significant and sustained responsibility for the care of the child and is expected to be the caregiver at least half-time during normal working hours throughout the period of the paid parental leave. Paid parental leave may be taken any time within the first twelve (12) months of the birth, adoption or foster placement of the child.

After the period of parental days as set forth above, the Postdoctoral Employee may take further leave as granted under Federal and New York State Laws, including the Family and Medical Leave Act (FMLA) and NYS PFL law, and/or WCM policies, provided that the Postdoctoral Employee is eligible for such leave under applicable law and has not already exhausted the available leave under such laws and/or policies.

- 7.1. Child Care Leave:** Postdoctoral Employees may also take an extended leave without pay or with partial pay to care for a newborn or adopted child if they are the primary caregiver. If the Postdoctoral Employee does not perform any responsibilities during the leave, it is without salary.
- 7.2.** For the avoidance of doubt, all leaves under this section count as use of time for which a Postdoctoral Employee is eligible under FMLA and NYS PFL. FMLA and NYS PFL will run concurrently for a Postdoctoral Employee who is eligible for both.
- 8. Family Medical Leave:** WCM shall comply with the Family and Medical Leave Act (FMLA). Postdoctoral Employees will be entitled to FMLA leave consistent with applicable law.
- 9. Bereavement Leave:** Postdoctoral Employees shall be entitled to three (3) consecutive days of paid bereavement leave per occurrence for bereavement due to loss of a family member which, for the purposes of this section, includes a parent, spouse, child, sibling(s), grandparent, grandchild, or father-in-law and mother-in-law or live-in member or other close relative of the household, or a person equivalent to those listed above. Leave under this section must be taken consistent with WCM policy and within a reasonable time of the death or funeral of the persons(s) specified above. Under exceptional circumstances (e.g. required international travel), leaves of longer duration shall not be unreasonably denied.
- 10. Jury Leave:** Postdoctoral Employees shall be granted jury duty leave in accordance with applicable laws and WCM policy. The receipt of a notice to report for jury duty must be reported immediately to the supervisor.
- 11. Military Leave:** Postdoctoral Employees shall be granted military leave in accordance with applicable laws and WCM policy.
- 12. Time Off to Vote:** Postdoctoral Employees shall be granted time off to vote in accordance with applicable laws and WCM policy.
- 13. Visa Renewal Leave:** Postdoctoral Employees shall have the right to up to five (5) business days off without loss of pay each rolling twelve (12) month period in order to attend visa and immigration proceedings for themselves or their spouse or children.

Postdoctoral Employees shall make such requests with as much advance notice possible and, if requested, provide supporting documentation to WCM. Requests shall not be unreasonably denied.

- 14.** Postdoctoral Employees shall retain any and all other rights under the law, existing WCM Policy, or award granting agencies regarding leaves of absence. In the event that a Postdoctoral Employee's source of external funding specifies leave provisions that differ from those stated above, the leave provisions of the funding source shall apply. The external source of funding will continue to be responsible for covering compensation during the leave. Notifications and approval requirements of the WCM and of the external funding agency must be followed.
- 15.** To the extent legally permissible, Postdoctoral Employees shall provide as much advance notice as possible before taking leave under this Article.

ARTICLE 20
MANAGEMENT RIGHTS

1. Except as otherwise provided in an express provision in this Agreement, Weill Cornell retains the exclusive right to direct, control, manage and schedule its operations, and to make all decisions affecting Weill Cornell, consistent with its educational and research mission (“Management Rights”).
2. Management Rights include, but are not limited to, the right to:
 - a. Establish, plan, direct and control Weill Cornell’s organizational structure, missions, programs, objectives, services, resources and priorities;
 - b. Establish and administer procedures, policies and rules to direct and control Weill Cornell operations, including the subcontracting of all or any portion of any operations;
 - c. Alter, extend or discontinue existing equipment, facilities, and location of operations;
 - d. Recruit, hire, appoint, assign, schedule, transfer, train, supervise, evaluate, and promote, Postdoctoral Employees;
 - e. Determine or modify the number, qualifications, scheduling, responsibilities and assignments of Postdoctoral Employees;
 - f. Establish, maintain, modify and enforce standards of performance, conduct, order and safety, and disciplinary policies that address violations of these standards, consistent with Article 7 (Discipline and Dismissal);
 - g. Determine the content of evaluations, and the processes and criteria by which Postdoctoral Employees’ performance is evaluated;
 - h. Establish and require Postdoctoral Employees to observe Weill Cornell rules and regulations;
 - i. Establish or modify the holidays and holiday scheduling;
 - j. Assign work locations;
 - k. Schedule hours of work;
 - l. Decide matters related to research methodology and materials;
 - m. Decide matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination;
 - n. Decide whether to create, eliminate, combine, or modify research programs.
3. The exercise or non-exercise of rights shall not constitute a waiver of any such rights by Weill Cornell.

ARTICLE 21
NO STRIKE NO LOCKOUT

1. Each of the parties acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Union, its officers and representatives at all levels, and all Postdoctoral Employees, are bound to observe the provisions of this Agreement. Weill Cornell Medicine, and its representatives at all levels, are bound to observe the provisions of this Agreement.
2. During the life of this Agreement, the Union and/or Postdoctoral Employees will not authorize, cause, condone, or take part in any strike, slowdown, work stoppage or any other similar concerted interference, interruption or delay with WCM's work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity.
3. Should any Postdoctoral Employees take part in any strike or other activities contrary to the terms of this provision, Weill Cornell Medicine, shall immediately notify the Union, and the Union shall be immediately accessible to WCM. The Union through its representatives shall make good-faith efforts to bring about an immediate end to any activity prohibited by this Article by taking the following steps:
 - 3.1. publicly disavowing such action by the Postdoctoral Employees;
 - 3.2. advising WCM in writing that such action by the Postdoctoral Employees has not been called or sanctioned by the Union;
 - 3.3. notifying the Postdoctoral Employees that the Union disapproves of such action, that such action is in violation of this Agreement, and that the Postdoctoral Employees are instructed to cease such action and return to work immediately.
4. Weill Cornell Medicine agrees there shall be no lockout of any kind during the life of this Agreement.
5. Any Postdoctoral Employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with WCM's work in violation of this Agreement, will be subject to disciplinary action up to and including discharge.

ARTICLE 22

PARKING AND TRANSPORTATION

1. WCM and the Union agree that reducing WCM's carbon footprint is a mutual goal.
2. WCM shall maintain shuttle services at least at the current levels to and from campus for Postdoctoral Employees who reside in WCM housing on Roosevelt Island.
3. WCM shall provide reasonable and safe accommodations for bicycle parking within convenient proximity to Weill Cornell Medicine buildings consistent with its current practices.
4. Postdoctoral Employees shall be entitled to participate in the Commuter Benefit Program on the same terms and conditions as are currently offered to all Postdoctoral Employees, as may be modified from time to time by WCM.

ARTICLE 23
PERFORMANCE REVIEWS

1. A PI may provide a Postdoctoral Employee with a formal performance review at least once during every 12-month period of their appointment, but no later than ninety (90) days prior to the end of each year of the Postdoctoral Employee's appointment/reappointment.
2. A performance review shall serve as a comprehensive assessment of the Postdoctoral Employee's research progress and achievements, and their professional development during the previous year.
3. In the event a Postdoctoral Employee disagrees with the substantive aspects of the review, the Postdoctoral Employee may file an addendum to the personnel file.

ARTICLE 24
POLICIES AND PROCEDURES

The Parties agree that WCM's existing policies and procedures that are applicable to Postdoctoral Employees including WCM's Academic Staff Handbook shall continue in full force and effect. In the event of a conflict between WCM's policies and this Agreement, the terms of this Agreement shall prevail. The Employer will notify the Union of all new policies, changes and modifications to existing policies as soon as is practicable. The effects of such changes shall be subject to bargaining. In no such event will the new or modified policies contradict the explicit terms of this Agreement.

ARTICLE 25
PROFESSIONAL DEVELOPMENT

1. WCM and the Union agree that adequate opportunities for professional development (PD) are essential. WCM shall maintain support for professional development programs for Postdoctoral Employees that contribute to a Postdoctoral Employee's "protected time" which, for purposes of this agreement, shall be defined as time dedicated to career development and personal time in accordance with NIH policy. Postdoctoral Employees shall continue to be entitled to "protected time".
2. Nothing will preclude WCM from enhancing the professional development and/or career counseling programs, or the professional development lectures/workshops provided to Postdoctoral Employees.
3. WCM shall provide an annual comprehensive program for the professional development of Postdoctoral Employees. Opportunities provided pursuant to the program shall be determined in WCM's sole discretion, including but are not limited to, career development programs and workshops, career mentoring, networking opportunities, and tools and resources.

The Union-Management Committee shall meet at least once a year to discuss making potential recommendations for consideration by management. WCM will consider such recommendations and may, in its sole discretion, implement or reject professional development recommendations made to the Union-Management Committee.

4. Postdoctoral Employees shall be eligible to apply for grants and funding opportunities as offered by WCM from time to time, subject to the relevant program's eligibility requirements.
5. Postdoctoral Employees shall be allowed to audit graduate school courses at WCM free of charge as long as space is available and approved by the course director and the Graduate School.
6. Postdoctoral Employees are encouraged to develop an Individual Development Plan (IDP). If Postdoctoral Employees choose to submit an IDP to their PI for discussion, the PI(s) may review the IDP, share their knowledge about available development opportunities with the Postdoctoral Employees, and provide advice about possible revisions to the IDP as needed. The IDP will outline the short-term and long-term goals for professional development. The IDP may also link to the Principal Investigator's (PI) research goal and thus serves as a communication tool between a Postdoctoral Employee and their PI. In addition to the PI, the Postdoctoral Employee may consult with additional career mentors in the development of an IDP. The Postdoctoral Employee and their PI may engage in ongoing discussions regarding the IDP.

7. Postdoctoral Employees shall be eligible to request financial support for travel and registration for conferences, workshops, training, or other relevant professional development opportunities with approval of the PI, and subject to available funding from their PI. Approval shall not be unreasonably denied.
8. For Postdoctoral Employees on research appointments that do not include teaching responsibilities, the parties recognize that teaching experience is important for Postdoctoral Employees. Where possible, WCM may offer teaching opportunities to qualified, interested Postdoctoral Employees, subject to NIH guidelines and consistent with its current practices. The Postdoctoral Employee may receive additional compensation for such teaching opportunities.

ARTICLE 26

PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT

- 1. Preamble.** Weill Cornell Medicine is dedicated to providing a working environment of respect, dignity, equity, inclusion, trust, and support that protects civil and professional discourse and is free from discrimination, mistreatment, abuse, or coercion, and without fear of retaliation.
- 2. Prohibition of Discrimination and Harassment.** Consistent with Cornell University Policy 6.4 (Prohibited Bias, Discrimination, Harassment, and Sexual and Related Misconduct) which is specifically incorporated by reference herein, Weill Cornell Medicine shall not discriminate against any Postdoctoral Employee on account of race, color, sex, gender, gender identity or expression, age, religion, creed, ethnic or national origin, citizenship, immigration status, sexual orientation, marital status, familial status, caregiver status, pregnancy status or pregnancy-related condition, height, weight, status as a victim of domestic violence, genetic information actual or perceived disabilities (including persons associated with such a person), veteran status, military status, arrest and/or conviction record, union membership or activity, or any other legally protected class. Weill Cornell Medicine shall uphold its affirmative action policy and provide equal employment opportunity consistent with its current policies. WCM shall also ensure the confidentiality of medical documentation for all Postdoctoral Employees pursuant to its current compliance regulations and practices. The parties agree that any additions to Cornell University Policy 6.4 shall automatically become incorporated into this provision and this Agreement.

Although discrimination based on caste is not currently a protected status under applicable law and/or WCM policy, WCM agrees that it will not summarily dismiss a complaint filed by a Postdoctoral Employee based on caste discrimination on the sole basis that caste is not an explicitly protected status under law or its policy. WCM will process such complaints consistent with appropriate internal investigative processes as such complaints may constitute discrimination based upon race, color, religion, shared ancestry, national origin, or other applicable protected class.

For purposes of this Article the term “caste” is defined as a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion, that originated in South Asia.

- 3. Prohibited Conduct Defined.** No Postdoctoral Employee shall be subjected to discrimination or harassment, including sexual harassment, bullying, retaliation or abusive conduct, or other forms of prohibited conduct as defined in any Weill Cornell Medicine policy prohibiting discrimination or harassment, including sexual harassment, bullying or abusive conduct, all of which are available on the WCM website. In the event that Weill Cornell Medicine intends to change such policies, WCM shall give the Union

thirty (30) days advanced notice, or as much notice as practicable, and, upon request, shall discuss the effects of the change with the Union.

4. **Recourse.** Complaints under this Article shall be addressed through the Grievance process outlined in Article 10 (Grievance and Arbitration). Such complaints may also be addressed by filing a Complaint pursuant to WCM's policies referenced in Sections 2 and 3.
 - 4.1. **Timelines.** The Parties encourage early reporting and filing of such complaints. Grievances alleging violations of this Article must be filed within six (6) months following the occurrence giving rise to the grievance.
 - 4.2. **Immediate and Supportive Measures.** To the extent that a grievance arises under this Article, WCM shall, consistent with its existing policies, immediately implement supportive measures for a Postdoctoral Employee. Such measures shall be consistent with WCM and as Weill Cornell Medicine deems necessary and appropriate, and with the Postdoctoral Employee's consent, to ensure that the Postdoctoral Employee(s) can continue working in an environment free from harassment, discrimination and/or abusive conduct. For example, if Weill Cornell Medicine determines that a situation requires that a Postdoctoral Employee be separated from their PI or other lab member, Weill Cornell Medicine can implement such a remedy consistent with its current policies. In the event the Union believes that the interim measures provided are insufficient, it may appeal the matter directly to the Senior Director of Human Resources or a WCM official designated by the Senior Director of Human Resources.
 - 4.3. **Representation.** Postdoctoral Employees shall have the right to union representation throughout the grievance and/or complaint process.
5. **Disclosure.** In the event that a complaint is filed pursuant to this provision, Weill Cornell Medicine shall notify the Postdoctoral Employee(s) who filed the complaint of the outcome of the complaint and any appropriate action taken to remedy the situation, if applicable.
6. **Protection from Retaliation.** Weill Cornell Medicine will not tolerate any form of retaliation against or intimidation of any Postdoctoral Employee who seeks advice, raises a concern, or reports unprofessional misconduct or mistreatment. Retaliation includes, but is not limited to, threats, intimidation, reprisals, coercion, discrimination, harassment or any adverse action against a Postdoctoral Employee based on the Postdoctoral Employee's attempt to access services, or to file, report or participate in a complaint, report, investigation, compliance review, hearing, or other aspect of the remedial and/or disciplinary process of violations, actual or perceived, consistent with this Agreement, WCM policies and/or local, state or federal law.
7. **Disability Access.** Weill Cornell Medicine shall provide Postdoctoral Employees with all required and/or recommended accommodations consistent with WCM's Policy 215 on

Disability Accommodations and/or local, state or federal law for individuals with disabilities and do so in an efficient manner to the extent practicable to ensure Postdoctoral Employees' timely access to their workspaces. No Postdoctoral Employee should be required to use a segregated facility apart from other Postdoctoral Employees because of their disability or health status.

8. **Pregnancy-related Accommodations.** Consistent with Cornell University and WCM policy, New York City and State Human Rights Laws, New York Labor Law §206-c and any other applicable local, state, and/or federal law, Weill Cornell Medicine shall ensure reasonable accommodations for pregnancy or pregnancy-related conditions that are necessary to perform the Postdoctoral Employee's essential job functions. No such accommodations can result in decreased pay or benefits for the Postdoctoral Employee.
9. **Lactation-related Accommodations.** Weill Cornell Medicine shall provide single purpose, private lactation rooms which include access to locking refrigerator storage space and a microwave and will otherwise comply with all regulations pertaining to lactation. WCM shall provide no less than 2 rooms per building and maintain a publicly available list of lactation rooms. Weill Cornell Medicine shall provide the Union with a list of the locations of all such rooms.
10. **Bathroom Equity.** Weill Cornell Medicine shall ensure that all Postdoctoral Employees have reasonably convenient access to gender-neutral bathrooms. All single-occupant bathrooms in buildings where Postdoctoral Employees work shall be labeled as gender-neutral and no Postdoctoral Employee will be prevented from using a restroom that they are comfortable using. WCM shall provide the Union with a list of the locations of all such gender neutral facilities. WCM will use best efforts to provide reasonable access to free menstrual products in certain bathrooms where Postdoctoral Employees work (Appendix C (Bathroom Equity Provision in Non-Discrimination Article)).
11. **Personal Information.** Weill Cornell Medicine shall ensure that all Postdoctoral Employees are referred to by their preferred names and pronouns both in communications to and about them, and will update any WCM records as well as official IDs, upon the Postdoctoral Employee's request. WCM will use best efforts to update names, pronouns and photographs on WCM's online presence (websites, social media, etc). The Postdoctoral Employee shall not bear any cost related to these changes, and WCM will use best efforts to complete such changes in a timely manner. Weill Cornell Medicine shall also respect the right of Postdoctoral Employees to choose whether to discuss their own sexual orientation, gender identity, or gender expression, openly, or to keep that information private.
12. **Religious Practice.** WCM shall provide reasonable accommodations for the religious needs of Postdoctoral Employees consistent with its existing practices.

13. **Anti-Bullying Policy.** Weill Cornell Medicine shall provide an inclusive, respectful and safe environment for all Postdoctoral Employees, and shall not tolerate abusive conduct, including but not limited to bullying, cyberbullying, bad-faith complaints, verbal abuse, and intimidation, consistent with WCM existing Rules of Conduct policies.

ARTICLE 27
RECREATION

WCM shall continue to provide the same discounts/benefits on the same terms and conditions to bargaining unit employees as those offered to all other WCM employees, as listed on this page: <https://hr.weill.cornell.edu/benefits/discounts>.

ARTICLE 28
RELOCATION ASSISTANCE

Postdoctoral Employees newly hired on or after the ratification of this Agreement may, at the discretion of the Postdoctoral Employee's PI, receive a one-time relocation payment, subject to applicable taxes and withholdings.

ARTICLE 29
RETIREMENT

1. Postdoctoral Employees can elect to contribute through salary deferrals to the WCM Voluntary Employee Retirement Plan, a tax-sheltered annuity plan, according to the terms of the plan. These contributions shall be voluntary.
 - 1.1. Contributions may begin as soon as the Postdoctoral Employee is eligible and enrolls in the plan.
 - 1.2. If the Postdoctoral Employee leaves WCM, the Postdoctoral Employee is entitled to any funds contributed and earnings on those funds, regardless of length of service, according to the terms of the plan.

ARTICLE 30
SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, or through government law or regulation, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law. Any new language developed as a result of these negotiations shall be reduced to writing and be incorporated into the then existing collective bargaining agreement.

ARTICLE 31
TAX ASSISTANCE

1. The parties recognize that tax regulations change over time and that neither the Union nor WCM are qualified to provide up-to-date, expert tax advice.
2. WCM shall provide information related to tax treaty eligibility where applicable.
3. International Postdoctoral Employees shall continue to have access to tax preparation software free of charge on the same terms and conditions as currently provided by WCM.
4. WCM shall provide Postdoctoral Employees with the required tax documentation related to their WCM employment, as currently provided to Postdoctoral Employees.
5. WCM shall respond to requests made by a Postdoctoral Employee or the Union if the tax documents provided initially are incorrect.
6. WCM shall only withhold taxes as required by law. If a Postdoctoral Employee notifies WCM that taxes have been withheld in excess of what is required by law, WCM shall correct the situation, if necessary, as soon as possible once such notification is received.

ARTICLE 32
TRAINING

The Employer shall provide paid time for and pay costs associated with a Postdoctoral Employee's attendance at work-related training, orientations, workshops, scientific meetings, and courses that are required by WCM or pre-approved by the Postdoctoral Employee's PI. Approval shall not be unreasonably denied.

ARTICLE 33

TRAVEL

1. A Postdoctoral Employee who is required or approved to travel as part of the Postdoctoral Employee's duties, shall be permitted to charge certain travel related expenses on a department or division issued travel credit card. For travel related expenses that cannot be charged on a travel credit card, a Postdoctoral Employee will receive a timely reimbursement for approved expenses consistent with Cornell University Policy 3.2, Travel Expenses.
2. Postdoctoral Employees shall be provided travel insurance in accordance with WCM's travel insurance policies.

ARTICLE 34
UNION ACCESS

1. WCM agrees to supply to the Union, within one week of the effective date of this Agreement via electronic file, a listing of Postdoctoral Employees in the bargaining unit. WCM will further provide on a bi-weekly basis a list of who are hired, rehired, reinstated, transferred into or out of the unit, placed on leave of absence, separated, or who have made any changes in Union deductions. These reports will be furnished at no cost to the Union and shall include the following information (to the extent that WCM gathers such information): a Postdoctoral Employee's: Legal name, preferred name, preferred pronouns, gender identity, race/ethnic category, title, department, percentage appointment if applicable, rate of pay, CWID, hiring status and effective date, street address, city state, zip code, date of birth, hire date, mail code, WCM email address, Union deduction code, WCM phone number, personal email address, personal phone number, citizenship, visa status, country of origin, highest degree earned.
2. Postdoctoral Employees shall continue to have access to the postdoclist@med.cornell.edu and pda@med.cornell.edu listservs to post union-related information.
3. Once an agreement is fully ratified and reduced to writing the parties agree that it shall be published on a designated WCM official website.
4. The Union may designate officers and/or stewards. WCM shall deal with such officers and/or stewards as representatives of the Union for administering the Agreement. Reasonable release time will be granted for administering the Agreement which will be coordinated with the Postdoctoral Employee's PI.
5. WCM shall provide official Postdoctoral Employee orientations at WCM conducted by the Office of Postdoctoral Affairs ("Official Orientations") the first Monday following a Postdoctoral Employee's arrival, or the Monday that coincides with the Postdoctoral Employee's first day of appointment and will provide the Union with reasonable advance notice of such Official Orientations. The Union shall be permitted forty-five (45) minutes of orientation time at Official Orientations. Reasonable time off to attend Official Orientations will be granted for at least two Postdoctoral Employees to present at Official Orientations, assuming that the Postdoctoral Employee's PIs approves. Such approval shall not be unreasonably denied.
6. One UAW representative shall have reasonable access to WCM premises at a time for the purpose of conferring with its stewards and/or Postdoctoral Employees covered by this Agreement, and for the purpose of administering this agreement, unless additional representatives are pre-approved by the Office of Postdoctoral Affairs. Approval shall not be unreasonably denied. However, such access shall not interfere with the operations of WCM and shall not include access to areas of the WCM premises 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.).
- 6.1.** Where UAW representatives find it necessary to enter upon the WCM premises for purposes other than those listed above in Section 6, UAW representatives shall ensure outside, third-party guests present valid identification to security.
 - 6.2.** When requested by the Union, WCM will use reasonable efforts to provide a conference and/or meeting room provided that the Union gives at least two (2) business days advance notice to WCM Human Resources and WCM's Labor Relations Director. WCM agrees to keep information provided by the Union confidential. Such space shall be provided at no cost.
- 7.** Postdoctoral Employees shall have access to existing locations commonly used for posting physical notices throughout campus. The Union will have access to post union-related notices physically on these existing locations.

ARTICLE 35
UNION SECURITY

1. **Union Membership.** The Employer shall deduct membership dues and initiation fees from Postdoctoral Employees who choose to be members of the Union and provide written authorization. The Union will communicate the amount of such dues and fees to the Employer.
2. **Fair Share Fees.** If a Postdoctoral Employee chooses not to be a member of the Union, the Postdoctoral Employee shall be required as a condition of employment to pay a “fair share” to the Union within thirty (30) days of the start of their employment, or within thirty (30) days of the effective date of this Agreement, whichever is later. The amount of the fair share fee will be set by the Union in a manner consistent with legal requirements.
3. **Payroll Deduction of Dues and Fees.** Upon notification (either from the Postdoctoral Employee or from the Union) that a Postdoctoral Employee has provided authorization, the Employer shall deduct Union membership dues and fees from the paycheck of each member or fair share fee-payer commencing with the next paycheck. The Union will notify the Employer on at least a bi-weekly basis of any changes to the status of membership and/or deduction authorizations of Postdoctoral Employees prior to the deduction deadline so that WCM can make the appropriate deductions.
 - 3.1. If a Postdoctoral Employee contacts the Employer to request that payroll deduction be ended, WCM will promptly notify the Union and refer the Postdoctoral Employee to the Union to process the request. The Union will notify the Employer of any change to the deduction authorization.
 - 3.2. If a Postdoctoral Employee asks questions about the Union payroll deduction or the Union in general, the Employer will refer the Postdoctoral Employee to the Union. WCM will not discourage Postdoctoral Employees from becoming members of the Union.
4. On the first working day after each payday, the Employer shall electronically transmit the dues and fees, including fair share fees, deducted for that pay period to the Union together with an electronic list of names of the Postdoctoral Employees from whom deductions were made. The electronic list shall contain the Postdoctoral Employee’s first name, last name, middle name, known nicknames, unique ID, hiring date, job classification, gross pay, and deduction amount(s) with a code identifying the type of deduction.
5. The Union agrees that it will indemnify and hold the Employer harmless from any liability or damages incurred by the Employer or its agents in complying with this Article and shall reimburse WCM for legal expenses incurred in legal defense of any claims, actions, or proceedings by any person or entity arising from any deductions made under this Article.

- 6. Payroll Deduction of Contributions to UAW-VCAP.** Postdoctoral Employees that elect to join the union may choose to contribute to the UAW Voluntary Community Actions (UAW-VCAP) program, pursuant to federal regulations regarding immigration status. Upon notification (either from the Postdoctoral Employee or from the Union) that a Postdoctoral Employee has provided authorization of specific contributions to the UAW-VCAP, WCM shall deduct such amounts on each paycheck of the Postdoctoral Employee. The Union and Employer will follow the same procedures and timelines regarding communication of UAW-VCAP authorizations to WCM as regarding dues deductions in Section 3 of this Article.

ARTICLE 36

UNION-MANAGEMENT COMMITTEE

1. A joint Union-Management Committee ("UMC") shall be established. This committee shall be comprised of: (a) four (4) representatives from WCM (chosen by WCM), and (b) four (4) representatives from the Union (chosen by the Union). The parties may decide to permit additional members to serve on the UMC but in all cases the UMC must be composed of an equal number of representatives from management and from the Union unless agreement in writing is given to the contrary.

2. The UMC shall meet quarterly to discuss administration of this agreement and other related issues that are not the subject of an active grievance. The parties shall use best efforts to set agendas that shall be mutually agreed to at least seven (7) business days prior to individual UMC meetings. The UMC may also convene at mutually agreed times or on an ad hoc basis as needed. UMC meetings shall be open for members of the Union to observe.

ARTICLE 37

VACATION

1. Postdoctoral Employees shall be entitled to earn 1.67 days of vacation for each month of their appointment, up to a maximum of twenty (20) vacation days per appointment year. Additional vacation may be taken with the consent of the PI. Up to ten (10) accrued but unused vacation days shall be carried over to the next appointment year up to a maximum of thirty (30) days total. A Postdoctoral Employee may not receive pay in lieu of accrued but unused vacation.
2. Vacation shall be taken at the Postdoctoral Employee's discretion and in consultation with their PI based on research needs, scheduling and operational needs to ensure that the Postdoctoral Employee does not interfere with the plans of their laboratory or department. Postdoctoral Employees should provide as much advance notice to their supervisor as possible prior to taking a vacation. Vacation days may be used as they are earned. Vacation requests shall not be unreasonably denied.

ARTICLE 38
WELLNESS

1. Postdoctoral Employees who live in a WCM building without a gym may request access to exercise rooms in Lasdon House basement and Olin Hall gym. Such requests shall not be unreasonably denied.
2. WCM shall continue to provide Postdoctoral Employees with access to the Employment Assistance Program Consortium (EAPC) on the same terms and conditions as are currently offered to Postdoctoral Employees.
3. WCM shall provide Postdoctoral Employees access to a 24/7 support hotline for cases of mental health-related crises.

ARTICLE 39
WORKLOAD

1. General provisions.

- 1.1. Full-time Postdoctoral Employees covered by this Agreement are exempt under the FLSA.
- 1.2. Postdoctoral Employees are appointed with the expectation that they will have full-time involvement in scholarly pursuits, except as provided in Section 2 below.
- 1.3. The typical workweek for a full-time Postdoctoral Employee shall be a minimum of 35 hours per week. "Work" as defined for purposes of this section shall include time spent by Postdoctoral Employees engaged in the following activities including, but not limited to: time spent in a lab; writing grants; mentoring students; reading literature; pursuing professional development; and other related tasks. Given the professional nature and exempt status of Postdoctoral Employee appointments, the specific hours may vary based on the needs of the research project. Work schedules shall be reasonable and related to the research needs of the project, with the emphasis placed on meeting the responsibilities assigned to the position, making progress toward professional goals, and demonstrating research and creative capabilities, rather than on working a specified number of hours.

2. Exceptions to full-time appointments.

- 2.1. Upon written request of a Postdoctoral Employee and with written agreement of the Postdoctoral Employee's PI, WCM may grant an exception to the full-time appointment expectation referenced in Section 1 above when the Postdoctoral Employee is unable to make a full-time commitment for reasons of health, or family responsibilities ("Full-Time Appointment Exception"). Such a request must take into account extramural funding agency requirements if any.
- 2.2. If a Postdoctoral Employee receives a Full-Time Appointment Exception as described in Section 2.1, the PI and the Postdoctoral Employee shall sign a written agreement specifying the reduction in hours of work and concomitant responsibilities and shall notify the Office of Postdoctoral Affairs of the arrangement.
- 2.3. The full-time work expectation in Section 1.2. and 1.3., will be prorated for Postdoctoral Employees with less than a full-time appointment.

ARTICLE 40
WORKSPACE AND MATERIALS

1. WCM shall provide workspace, facilities, equipment, resources, and materials that are necessary to perform the duties assigned to the Postdoctoral Employee, as determined by WCM and/or the Postdoctoral Employee's PI.
2. WCM shall provide Wi-Fi access to the Internet and access to WCM's intranet no later than the end of the Postdoctoral Employee's first day of work. If this is not possible due to technical or logistical issues, WCM will use best efforts to remedy the situation as soon as practicable.
3. If a Postdoctoral Employee is required by their PI to purchase or rent any materials, equipment, space or services that are necessary for the fulfillment of the Postdoctoral Employee's duties, as described in Sections 1 and 2 of this provision, WCM shall reimburse the Postdoctoral Employee for such reasonable expenses as soon as practicable and in compliance with WCM's reimbursement policy. If required by their PI to obtain equipment or materials free of charge through WCM's Institutional Services, the Postdoctoral Employee must do so to the extent practicable.
4. WCM shall provide reasonable materials necessary for the Postdoctoral Employee to conduct their work remotely if a remote work arrangement is agreed upon between the Postdoctoral Employee and their PI.
5. WCM will comply with all relevant laws relating to providing reasonable accommodations to individuals with disabilities, including but not limited to, providing job related furniture and equipment to qualified individuals consistent with applicable law. Postdoctoral Employees requesting accommodations must cooperate with WCM's policies and procedures for applying for and maintaining accommodations.

ARTICLE 41
EFFECTIVE DATE AND DURATION

1. Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing upon ratification and ending June 30, 2028.
2. WCM 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.

APPENDIX A
GRIEVANCE FORM

In accordance with Article 10 (Grievance and Arbitration), Section 3.1, grievances shall be filed in writing on a designated grievance form. The mutually agreed-upon grievance form shall be added to this Appendix.

APPENDIX B**APARTMENT BUILDINGS DESIGNATED FOR POSTDOCTORAL EMPLOYEES**

In accordance with Article 13 (Housing), Sections 1 and 5, this Appendix lists apartment buildings designated for Postdoctoral Employees at the time of the ratification of this Agreement.

Building #	Apartment Building Name	Apartment Building Address(es)
1	Riverwalk	455 Main Street
2	Southtown	465 Main Street
3	Stahl	417, 419, 421, and 423 E. 64th Street and 414 E. 65th Street
4	Sutton Terrace	430 and 450 E. 63rd Street and 1161 York Avenue
5	The House at Cornell Tech	1 E. Loop Road

APPENDIX C

BATHROOM EQUITY PROVISION IN NON-DISCRIMINATION ARTICLE

A	2	A-2	A243
A	3	A-3	A399F
A	4	A-4	A449
A	5	A-5	A549
D	2	D-2	D215
D	6	D-6	D699A
D	8	D-8	D899A
LC	9	LC-9	LC998B

SIDE LETTER 1

**BETWEEN WEILL CORNELL MEDICINE AND INTERNATIONAL UNION, UAW, AND ITS
LOCAL UNION, WEILL CORNELL MEDICINE POSTDOCS UNITED-UAW LOCAL XXXX
REGARDING UNFAIR LABOR PRACTICE CHARGES RELATED TO COLLECTIVE
BARGAINING NEGOTIATIONS**

Upon the ratification of this Agreement, the Union agrees to withdraw with prejudice the Unfair Labor Practice charge related to collective bargaining negotiations filed with the National Labor Relations Board, Case 02-CA-373683, and will not file and has not filed any new Unfair Labor Practice charges based entirely on facts that the Union was aware of prior to the ratification of this Agreement.


THIS AGREEMENT IS SUBJECT TO RATIFICATION BY BOTH PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed in their names and on their behalf by their respective representative thereunto duly authorized on this 29th day of October 2025.

Agreed to:

WEILL CORNELL MEDICINE

INTERNATIONAL UNION, UAW,
AND ITS LOCAL UNION,
WEILL CORNELL MEDICINE POSTDOCS
UNITED-UAW LOCAL XXXX


By: _____
Ayanna Blake
Director of Labor Relations for Weill Cornell
Medicine

By: Sebastián Vivancos
Sebastián Vivancos
UAW International Representative

Negotiating Committee

Negotiating Committee

