

TENTATIVE AGREEMENT

BETWEEN

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

AND

**INTERNATIONAL UNION, UAW,
AND ITS LOCAL UNION,
SINAI POSTDOCTORAL ORGANIZING COMMITTEE-
UAW LOCAL XXXX**

DECEMBER 17, 2023

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ARTICLE 1

RECOGNITION

1. Icahn School of Medicine at Mount Sinai (hereinafter referred to as “Mount Sinai”) recognizes the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (“UAW”), and its Local Union, Sinai Postdoctoral Organizing Committee-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-295559. The bargaining unit shall accordingly be defined as follows:
 - 1.1. Included: All Postdoctoral Fellows employed by Mount Sinai (hereinafter referred to as “PFs”).
 - 1.2. Excluded: All other employees, including office clericals, confidential employees, managers, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2

APPOINTMENT SECURITY

1. Appointment as a Postdoctoral Fellow 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. Mount Sinai shall continue a Postdoctoral Fellow’s position and the terms of the Postdoctoral Fellow’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 Fellow: (i) is terminated for just cause; or (ii) voluntarily resigns.

ARTICLE 3

APPOINTMENTS AND REAPPOINTMENTS

1. Postdoctoral Fellow appointments have fixed start and end dates. The initial appointment of a Postdoctoral Fellow shall be for a minimum of one (1) year, and may be renewable for up to two (2) additional years for up to a total period of service of three (3) years. Longer appointments may be offered at the discretion of Mount Sinai, subject to agreement by the Postdoctoral Fellow and the PI. Further extensions of an appointment may be granted on an annual basis up to a maximum of two (2) additional years. To minimize the impact on international Postdoctoral Fellows, where funding would support reappointment of a Postdoctoral Fellow beyond the initial one (1) year appointment, Mount Sinai will issue that Postdoctoral Fellow a form DS2019 that makes clear that the Postdoctoral Fellow has a multi-year appointment. Notwithstanding the above, all international Postdoctoral Fellows will continue to be subject to their country's J-1 visa processing requirements and relevant reciprocity schedules, which supersedes any provision in this Section and may result in the international Postdoctoral Fellow receiving only a one (1) year visa. (See here for more information.)
2. Reappointments shall be for a minimum 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. However, reappointments may be for less than these minimums under the following circumstances, subject to notice to the Postdoctoral Fellow 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 reappointment length;
 - 2.3. Work authorization and Visa limitations; or
 - 2.4. Change in PI.
3. Notwithstanding the above, in no event shall a Postdoctoral Fellow receive any appointment(s) or reappointment(s) for a period of time exceeding five (5) years cumulatively. At the end of their appointment as a Postdoctoral Fellow, a Postdoctoral Fellow may be promoted to instructor or faculty or research scientist consistent with Mount Sinai's existing policies regarding promotion 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, Mount Sinai shall provide a Postdoctoral Fellow 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 Fellow 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;
 - 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. A statement that the position is covered by this collective bargaining agreement (with URL); and
 - 5.8. Response requirements to perfect acceptance of their appointment, if any.

6. At the time a Postdoctoral Fellow receives their letter of appointment or reappointment, a Postdoctoral Fellow 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, and the requisite enrollment information;
 - 6.6. Support for work travel, if any;
 - 6.7. Training requirements;
 - 6.8. A statement that Mount Sinai maintains individual Employment Records and that the Postdoctoral Fellow may access their Employment Records in accordance with the provisions of Article 8 (Employment Records);
 - 6.9. Mount Sinai's non-discrimination policy;
 - 6.10. A list of the visa/work authorization categories available to Postdoctoral Fellows 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 Mount Sinai's International Personnel Office and any other Mount Sinai offices to contact regarding visa/work authorization for Postdoctoral Fellows and their dependents, along with any information about services offered by these offices;
 - 6.12. A statement regarding tax exemption eligibility and tax-related resources, including Mount Sinai'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 Fellow shall receive the following information from the Office of Postdoctoral Affairs:
 - 7.1. A hyperlink to the "Postdoc Portal," which includes important information relevant to Postdocs;
 - 7.2. The Postdoc Handbook;
 - 7.3. Resources pertaining to the PEC-Postdoc Executive Committee;
 - 7.4. Resources Pertaining to THAW-Trainee Health and Wellness;
 - 7.5. Recreation Office Materials;
 - 7.6. Office of Postdoctoral Affairs Postdoc Orientation Materials;
 - 7.7. Postdoc Awards and Fellowships, including travel awards;
 - 7.8. Y-Pass;
 - 7.9. A summary of professional development services including the right to an Individual Development Plan (IDP); and
 - 7.10. Resources provided by the Office of Postdoctoral Affairs (OPA).
 8. If an appointment is renewable, Mount Sinai shall note this in the appointment or reappointment letter and include the conditions for such renewal.
 9. In the case of renewable appointments, notification of appointment renewal or non-renewal will be provided to Postdoctoral Fellows no later than four (4) months before the end of the current appointment.
 10. **Postdoctoral Fellow right to elect alternate appointment terms.** In exceptional situations, for professionally-related reasons, a Postdoctoral Fellow 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 Fellow, 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 Fellow to another anticipated employment offer, Postdoctoral Fellow 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 Fellow's field or a teaching opportunity).

ARTICLE 4

CHILDCARE

1. **Childcare benefit program:** Postdoctoral Fellows shall have access to childcare centers partnered with Mount Sinai and sponsored backup childcare programs as determined by Mount Sinai on the same terms and conditions as are currently offered to Postdoctoral Fellows.
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 Mount Sinai policy and applicable law.
 - 2.3. Consistent with Mount Sinai Policy and subject to the limits thereunder, eligible Postdoctoral Fellows may determine the amount they contribute to this account.

ARTICLE 5
COMPENSATION

1. Effective ninety (90) days prior to the ratification of this Agreement, the minimum salary for a Postdoctoral Fellow shall be \$72,500. The minimum salary applicable to a particular Postdoctoral Fellow is based upon the number of past years that the Postdoctoral Fellow has held an appointment at Mount Sinai (“Mount Sinai Years of Experience”) according to the following table:

Mount Sinai Years of Experience	90-Day Retroactive Salary Scale Upon Ratification
0	\$72,500
1	\$73,500
2	\$78,000
3	\$79,000
4	\$80,000

The minimum salary stated above for Postdoctoral Fellows with zero (0) Mount Sinai Years of Experience hired on or after ratification shall be as follows:

Year Hired	Minimum Salary
Hired on or after ratification	\$72,500
July 1, 2024	\$73,588
July 1, 2025	\$74,692

2. Effective ninety (90) days prior to the ratification of this Agreement, all Postdoctoral Fellows shall receive a salary increase to the appropriate experience scale salary or a salary rate increase of three percent (3%), whichever is greater.
3. On each anniversary date of the Postdoctoral Fellow’s employment (e.g., moving from one year of experience to two years of experience), the salary of the incumbent will be increased by 3%. For the purposes of this section, a Postdoctoral Fellow’s anniversary date shall be one year from the first day of the Postdoctoral Fellow’s appointment. Upon the commencement of the Postdoctoral Fellow’s third year of service at Mount Sinai, Mount Sinai shall increase the base salary of the Postdoctoral Fellow by an additional \$3,500.
4. Any Postdoctoral Fellow at Mount Sinai who receives a fellowship or other external funding shall remain eligible for Mount Sinai benefits and other entitlements that would otherwise be afforded to the Postdoctoral Fellow if they had not received such funding.

5. If a Postdoctoral Fellow 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 Mount Sinai shall provide additional funding to raise the Postdoctoral Fellow's total support to at least the Postdoctoral Fellow's applicable minimum experience level as required by this Article.
6. Nothing shall preclude Mount Sinai from providing compensation to Postdoctoral Fellows at pay rates above the minimums required in this Article and nothing shall preclude Postdoctoral Fellows from receiving salaries above the levels stipulated.

ARTICLE 6

DISCIPLINE AND DISMISSAL

1. Mount Sinai shall not discipline or dismiss Postdoctoral Fellows 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 Mount Sinai disciplines or dismisses a Postdoctoral Fellow for cause, Mount Sinai shall notify the Postdoctoral Fellow of its decision and notify the Union in writing about the disciplinary action within three (3) days of taking such action, which shall include the reasons for discipline.
3. Postdoctoral Fellows who are disciplined or dismissed shall be entitled to file a grievance in response to the disciplinary action. Postdoctoral Fellows 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 Fellow's HR file consistent with such resolution.
5. Mount Sinai shall maintain the confidentiality of a Postdoctoral Fellow's disciplinary actions and shall not share a Postdoctoral Fellow's disciplinary actions except with appropriate Mount Sinai 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 Mount Sinai lab).

ARTICLE 7

EMERGENCY SUPPORT FUND

Mount Sinai shall create a Graduate School of Biomedical Sciences at the Icahn School of Medicine at Mount Sinai (GSBS) Postdoctoral Fellow Emergency Support Fund for severe financial hardship. Effective January 1, 2024, Mount Sinai shall contribute fifty thousand dollars (\$50,000) per year for each year of this Agreement (on January 1 of each year) to the GSBS Postdoctoral Fellow Emergency Support Fund for the exclusive use of Postdoctoral Fellows. All aspects of the GSBS Postdoctoral Fellow Emergency Support Fund, including but not limited to the application and distribution process, will be administered consistent with the terms of the existing GSBS Student and Postdoctoral Trainee Emergency Support Fund created during the COVID-19 pandemic, except that the Fund established by this Article shall be for the exclusive benefit of Postdoctoral Fellows.

ARTICLE 8

EMPLOYMENT RECORDS

1. "Employment Records" shall be defined as documentation pertaining to a Postdoctoral Fellow'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 Fellow is employed by Mount Sinai, 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 Fellow and their PI regarding the Postdoctoral Fellow's acceptance of an offer letter, and work authorizations.
2. Each Postdoctoral Fellow shall have an Employment Record. Upon request, Postdoctoral Fellows 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 Fellows will be notified of instructions for how to access Employment Records in electronic form if they exist. Mount Sinai shall ensure that online versions of Employment Records are secure.
3. Postdoctoral Fellows shall have the right to examine their Employment Records. Mount Sinai shall make a Postdoctoral Fellow's Employment Records available in electronic form as soon as possible but no later than within three (3) days of an individual's request to review their record. When this is not possible for logistical or technical reasons, Mount Sinai shall notify the Postdoctoral Fellow as soon as practicable.
4. Postdoctoral Fellows 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. Mount Sinai 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 Fellows shall be notified of any new additions to their Employment Record within three (3) business days. When this is not possible for logistical or technical reasons, Mount Sinai will notify the Postdoctoral Fellow as soon as practicable.
 - 6.1. Mount Sinai 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. Mount Sinai shall maintain the confidentiality of all Postdoctoral Fellow's Employment Records, including former Postdoctoral Fellows for a period of six (6) years, and shall not share a Postdoctoral Fellow's Employment Record except with appropriate Mount Sinai 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 Mount Sinai lab).
8. No disciplinary records will be kept in Employment Records post-employment.
9. Upon request, former Postdoctoral Fellows who have left Mount Sinai less than six years prior to their request shall receive a copy of their Employment Records.

ARTICLE 9

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 Fellow, a group of Postdoctoral Fellows, the Union (in each case a “Union Grievant”) or Mount Sinai. An individual Postdoctoral Fellow, a group of Postdoctoral Fellows, the Union or Mount Sinai 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”). Complaints regarding conduct prohibited by Mount Sinai’s Mistreatment Policy may also be addressed through the Mount Sinai Health System’s Committee on Professionalism in Healthcare (COPHE) in accordance with Mount Sinai’s current COPHE policy. To the extent that a Postdoctoral Fellow chooses to file a complaint through COPHE as well as a corresponding grievance, Mount Sinai will defer processing the COPHE complaint to the Parties’ grievance and arbitration machinery. Upon a final resolution of the grievance, the Postdoctoral Fellow can choose to either resume or discontinue the remainder of COPHE processing.
2. **Pre-Step**
 - 2.1. In order to facilitate a timely resolution of a complaint(s), the Postdoctoral Fellow, group of Postdoctoral Fellows, the Union and Mount Sinai are encouraged, but not required, to discuss the problems with an immediate supervisor or appropriate party within the Union for a complaint made by Mount Sinai prior to the submission of a grievance. The Postdoctoral Fellow or group of Postdoctoral Fellows 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 Mount Sinai.
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.

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 Dean for Faculty, Staff and Trainee Relations or their designee within five (5) business days of receiving the written response from Step One. The Dean for Faculty, Staff and Trainee 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 Dean for Faculty, Staff and Trainee Relations or 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 Mount Sinai, 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 Mount Sinai'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 Mount Sinai representative.

5. **Arbitration**

- 5.1. In the event the parties are unable to resolve grievances in the above procedure, the Union or Mount Sinai may appeal the grievance to an impartial arbitrator for resolution 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. Grievances appealed to arbitration shall be heard by one of the arbitrators on a panel of three arbitrators selected by the parties and named in Appendix B (Panel of Arbitrators).
 - 5.2.2. Grievances appealed to arbitration shall be rotated among the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.

- 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 Mount Sinai.

6. **Timelines**

- 6.1. 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.
- 6.2. 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.
- 6.3. The parties may mutually agree in writing to extend the timelines at any step of the grievance procedure.

ARTICLE 10

HEALTH AND SAFETY

1. Mount Sinai shall provide and maintain safe buildings and facilities with heating, ventilation and air conditioning systems, and access to potable water.
2. All Postdoctoral Fellows shall be provided with a safe workspace and are encouraged to report to their PI and Mount Sinai Environmental Health and Safety (212-241-7233 (internal – x4SAFE)) 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 Fellow will not be required to continue working in such condition until an investigation is completed.
3. Mount Sinai shall supply and maintain all equipment, tools, and materials, and shall provide all training needed to carry out job duties safely.
4. Mount Sinai shall provide first aid equipment and information for all Postdoctoral Fellows in workplaces that involve the use of, or exposure to, hazardous materials or who work in a hazardous environment.
5. Mount Sinai shall provide all safety training to Postdoctoral Fellows 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. Mount Sinai shall provide appropriate personal protective equipment (PPE) deemed necessary in accordance with Mount Sinai 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 Fellow.
7. Mount Sinai will make reasonable efforts to address issues and questions which arise in the workplace.
8. Mount Sinai 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 Fellows with required information regarding toxic chemicals and/or asbestos to which they may have been exposed.
9. Postdoctoral Fellows shall have one (1) representative included on each of the following Mount Sinai Committees, which may also discuss health and safety issues affecting Postdoctoral Fellows from time to time, including but not limited to: (i) the Biorepository

and Pathology CoRE Committee; (ii) the Flow Cytometry CoRE Committee; (iii) the Microscopy CoRE Committee; (iv) the Mouse Genetics and Gene Targeting CoRE Committee; (v) the Neuropathology Brain Bank and Research CoRE Committee; (vi) the Stem Cell Engineering CoRE Committee; and (vii) the Laboratory Safety Committee. Reasonable release time will be granted for participation in this committee subject to approval of the Postdoctoral Fellow's PI. Postdoctoral Fellows will continue to be eligible to serve as Departmental Safety Officers (DSOs) or Lab Safety Officers (LSOs) as determined by the Postdoctoral Fellow's department and PI. Postdoctoral Fellows serving as DSOs or LSOs may be referred by the Postdoctoral Executive Committee or their PI to participate in Mount Sinai's Laboratory Safety Committee. Participation in the Laboratory Safety Committee is subject to approval by the Dean for Research Operations and Infrastructure.

10. The Union and Mount Sinai 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 Mount Sinai shall be entitled to have five (5) representatives on the Committee and the parties will designate their own representatives to the committee. Postdoctoral Fellows 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. 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 Fellows 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 Fellows who become injured or ill while working shall be eligible for Workers' Compensation consistent with and subject to New York State law.

ARTICLE 11

HOLIDAYS

1. Postdoctoral Fellows 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

Christmas Day

2. In addition to the above holidays, Postdoctoral Fellows shall be entitled to four (4) personal days.
3. Mount Sinai recognizes that there are religious and/or cultural holidays that are not formally observed by Mount Sinai. Mount Sinai shall not unreasonably deny requests to accommodate a Postdoctoral Fellow who wishes to observe recognized religious and/or cultural holidays.
4. If a Postdoctoral Fellow needs to work on a holiday, they shall be compensated with an additional vacation day, to be taken on a different day, within the year, agreed upon by the postdoctoral fellow and PI.

ARTICLE 12

HOUSING

1. Postdoctoral Fellows shall be offered Mount Sinai housing in Mount Sinai-owned apartment buildings currently designated for Postdoctoral Fellows in accordance with Mount Sinai's current housing practices and subject to continued availability, including but not limited to the buildings listed in Appendix C (Mount Sinai-Owned Apartment Buildings Designated for Postdoctoral Fellows). In the event of insufficient vacancies in Mount Sinai-owned apartment buildings currently designated for Postdoctoral Fellows, Mount Sinai will offer incoming Postdoctoral Fellows alternative housing options in accordance with Mount Sinai's current housing practices.
2. The first rental payment and security deposit for Mount Sinai housing shall not be due prior to a Postdoctoral Fellow receiving their first two paychecks.
3. The parties agree to create a Postdoctoral Housing Committee (the "Committee") which shall consist of members from both Mount Sinai 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 Fellow 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.
4. Postdoctoral Fellows who wish to move to a different Mount Sinai housing apartment shall be allowed to apply for a vacant apartment in buildings currently designated for Postdoctoral Fellows, including but not limited to the buildings listed in Appendix C (Mount Sinai-Owned Apartment Buildings Designated for Postdoctoral Fellows), in a manner that is consistent with Mount Sinai's current housing practices.
5. Consistent with Mount Sinai's current housing practices, Mount Sinai shall have the ability to adjust rents on a tenant-by-tenant basis, but such rents shall not be adjusted more than once a year and shall not increase more than two percent (2%) per year per tenant.
6. Postdoctoral Fellows may share the apartment with married spouses, domestic partners and dependent children consistent with Mount Sinai's existing housing practices.
7. All defective appliances shall be repaired/replaced as soon as practicable and consistent with Mount Sinai's existing housing practices. Mount Sinai 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.
8. Postdoctoral Fellows shall have access to Mount Sinai car and bicycle parking spots on the same terms and conditions as currently available for Postdoctoral Fellows. Mount Sinai 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 13

INSURANCE BENEFITS

1. **Coverage for Postdoctoral Fellows and Dependents.** Mount Sinai shall provide all Postdoctoral Fellows 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 Fellows, as may be modified from time to time by Mount Sinai. Mount Sinai 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.

ARTICLE 14

INTELLECTUAL PROPERTY

1. Postdoctoral Fellows shall have rights to authorship, including the ability to decline authorship, in keeping with professional norms, 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.
2. Postdoctoral Fellows 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 Fellows shall be listed as Principal Investigators on training, fellowship or path to independence grant applications that they have written. On independent research grants, Postdoctoral Fellows who have obtained written pre-approval from their Mount Sinai PI, and have copied their Departmental Chair or Institute Director, shall be listed as Principal Investigators, provided that the pre-approval recognizes the Postdoctoral Fellow's main contribution to the conception, drafting, writing, data, 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 Mount Sinai 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 Basic Science or their designee will recuse the applicable Department Chair or Institute Director and will either handle the matter themselves or appoint another Mount Sinai 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 9 (Grievance and Arbitration).
3. Intellectual property created, made, or originated by a Postdoctoral Fellow, including open source software or any other type of software, shall be subject to the same rights as stated in the Faculty Handbook, Chapter VI, section 'Policies on Intellectual Property: Ownership and Commercial Development', at [https://icahn.mssm.edu/files/ISMMS/Assets/About%20the%20School/Faculty-Resources/Intellectual%20Policies%20and%20Processes%20for%20Web%204-22-16%20\(1\).pdf](https://icahn.mssm.edu/files/ISMMS/Assets/About%20the%20School/Faculty-Resources/Intellectual%20Policies%20and%20Processes%20for%20Web%204-22-16%20(1).pdf). All such intellectual property and software 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.

4. Consistent with Mount Sinai's IP policy and in partnership with their PI, a Postdoctoral Fellow may submit a request to Mount Sinai Innovation Partners (MSIP) to discuss appropriate licensing and distribution of any software that may be produced as part of the research activities of the PI and Postdoctoral Fellow at Mount Sinai, including requests for the use of free and permissive licenses. Mount Sinai retains the sole discretion to approve or deny the licensing or distribution of such software but Mount Sinai will use reasonable efforts to grant the requests of a Postdoctoral Fellow and their PI when appropriate. Mount Sinai retains the right to conduct reviews of any third party licenses that may be required in the licensing or distribution of such software. Disputes regarding the licensing or distribution of any software referenced in this Section are subject to the dispute resolution process stated in Mount Sinai's IP policy (referenced in Section 3 of this Article) and are not subject to the grievance provision of this Agreement.
5. Mount Sinai shall provide open access publication fees for scholarly works produced by a Postdoctoral Fellow's research activities carried out in collaboration with their PI.
6. Postdoctoral Fellows shall retain the same authorship and intellectual property rights as outlined in this article after leaving their laboratory or Mount Sinai.
7. Consistent with Mount Sinai's IP Policy, a Postdoctoral Fellow who serves as the instructor for an educational or academic internal course for Mount Sinai 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 Fellow develops while working as a Postdoctoral Fellow. If the Postdoctoral Fellow develops those materials pursuant to a separate written contract with Mount Sinai, the rights of ownership in such materials shall be determined by the terms of such separate contract, but shall not be less than those outlined in this article. To the extent that a Postdoctoral Fellow 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 Intellectual Property of Mount Sinai.
8. Postdoctoral Fellows shall be subject to and have rights under the 'Policies and Procedures on Ethical Practices in Research', at [https://icahn.mssm.edu/files/ISMMS/Assets/About%20the%20School/Faculty-Resources/Intellectual%20Policies%20and%20Processes%20for%20Web%204-22-16%20\(1\).pdf](https://icahn.mssm.edu/files/ISMMS/Assets/About%20the%20School/Faculty-Resources/Intellectual%20Policies%20and%20Processes%20for%20Web%204-22-16%20(1).pdf), in the same manner as other employees.
9. Mount Sinai shall post its current intellectual property, commercialization, and patent policies on the internet and its intranet. The parties agree that Mount Sinai 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. Mount Sinai shall provide notice to the

Union promptly after making such changes. Mount Sinai shall post the revised version of such existing policies on its intranet.

10. Retaliation against any Postdoctoral Fellow 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 under the “Policies and Procedures on Ethical Practices in Research”, at <https://icahn.mssm.edu/about/faculty-resources/handbook/research/ethical-practices>, Policy on Misconduct in Research, and the “Policies and Procedures Protecting Whistleblowers”, at <https://icahn.mssm.edu/about/faculty-resources/handbook>, 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 Fellow or by the Union on their behalf to the Dean of Academic Affairs and designated Research Integrity Officer. Mount Sinai 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.

ARTICLE 15

INTERNATIONAL RESEARCHER RIGHTS

1. Upon offer of appointment and prior to visa assignment, Mount Sinai shall provide information regarding visas and work authorizations consistent with Article 3 (Appointments and Reappointments).
2. Consistent with Mount Sinai policy, all Postdoctoral Fellows will be offered J-1 research visas absent exigent circumstances.
3. For entry visa stamp renewals, Postdoctoral Fellows may request reimbursement for necessary administrative fees and pre-approved travel expenses. Mount Sinai reserves the right to request documentation to evaluate the reimbursement request. The decisions of Mount Sinai regarding reimbursement requests, including eligibility for and amount of reimbursement, are final and not grievable. The total reimbursement amount per request shall not exceed \$1,250. Postdoctoral Fellows remain solely responsible for all expenses exceeding the reimbursement amount or expenses that are not directly connected to entry visa stamp renewals.
4. Mount Sinai will make best efforts to timely process visa paperwork for which Mount Sinai is responsible. Postdoctoral Fellows may contact the International Personnel Office for questions concerning visa processing. The Union may raise concerns regarding timely processing to the Dean of Faculty, Staff, & Trainee Relations. The parties acknowledge that Mount Sinai has no control over government agency processing times or abrupt changes in regulation that may cause a visa issuance delay.
5. If Mount Sinai is not able to lawfully employ a Postdoctoral Fellow as a result of the Postdoctoral Fellow's immigration status, Mount Sinai shall hold the position open for sixty (60) days in order for the Postdoctoral Fellow to obtain work authorization or immigration status that permits them to work as a Postdoctoral Fellow. 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 Fellow 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 Fellow 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 Mount Sinai policies until the Postdoctoral Fellow is able to return. Any unpaid leave shall be handled in accordance with Mount Sinai's existing policies. Any determination made under this section is not grievable.

7. If a Postdoctoral Fellow who possesses the requisite visa documentation and work authorization to lawfully enter the United States is barred entry through no fault of their own, Mount Sinai will use best efforts to assist the Postdoctoral Fellow where possible.
8. Mount Sinai shall not unreasonably deny a Postdoctoral Fellow'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 Fellow's PI.
9. All international Postdoctoral Fellows will have access to the Office of International Personnel. Upon a Postdoctoral Fellow's request, the Office of International Personnel will meet with the Postdoctoral Fellow to discuss their visa status and arrangement.
10. Upon the Union's Request, the Union and Mount Sinai 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 16
JOB POSTING

1. Mount Sinai shall post all Postdoctoral Fellow appointment opportunities on the public Careers website (<https://careers.mountsinai.org/>) (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, Mount Sinai, Departments, and Hiring Units shall ensure that job postings contain the following information for open hire positions:
 - 2.1. A statement explaining Mount Sinai'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. Procedures regarding the application and reapplication process
 - 2.9. Hiring criteria, including but not limited to eligibility requirements, letters of recommendation, previous relevant experience, and any evaluation procedures
 - 2.10. 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 Mount Sinai 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 17

LEAVES OF ABSENCE

1. Mount Sinai shall grant paid leaves of absence to Postdoctoral Fellows 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 Fellows shall be eligible for fifteen (15) 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 Fellow's appointment. Unused sick days shall be carried over from year to year into the Postdoctoral Fellow'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 Fellow's sick bank) shall not be paid out to Postdoctoral Fellows upon the conclusion of their employment.

3. **Short-Term and Long-Term Disability:** Individuals who have been granted leaves for medical reasons (including pregnancy-related disability) may be extended for as long as the Postdoctoral Fellow's treating physician indicates that the individual cannot work subject to confirmation by Employee Health Services, and as applicable as approved by Mount Sinai's disability carrier.

4. **Medical (Birth Parent) Leave:** A Postdoctoral Fellow who is pregnant is entitled to a 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)-eight (8) weeks postpartum) or are otherwise disabled. A Postdoctoral Fellow on Medical (Birth Parent) Leave must first utilize available days in the Postdoctoral Fellow's sick bank (as referenced above). To the extent that the Postdoctoral Fellow does not have sufficient time in their sick bank to reach the available 6-8 weeks of Medical (Birth Parent) Leave, the Postdoctoral Fellow shall be eligible to apply for Short-Term Disability (as referenced in Section 3 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).

5. **Parental Leave:** Postdoctoral Fellows shall be granted up to six (6) weeks (or 30 days) of paid parental leave consistent with Sections 5.a. and 5.b. below, and shall be paid at full salary. To provide for such leave, Mount Sinai, upon ratification, shall establish and maintain a Parental Days Bank that will hold up to the total six (6) weeks (or 30 days) of such paid leave. Postdoctoral Fellows shall have access to the time in their Parental Days Bank upon the commencement of their employment and may use available time in their Parental Days Bank at their discretion consistent with Sections 5.a. and 5.b. below, as well as all other limitations described in this Section. Any paid parental leave at full salary will run concurrently with, not in addition to, New York State Paid Family Leave (NYS PFL) leave(s). A Postdoctoral Fellow 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 Fellow'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 fellow has adopted or who has been placed in a Postdoctoral Fellow's foster care within one (1) year after the adoption or placement.

To qualify for paid parental leave, the Postdoctoral Fellow 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. The original source of the funding for the Postdoctoral Fellow's compensation will continue to be responsible for covering the compensation during the time of such leave.

After the period of parental days at full salary, the Postdoctoral Fellow may take further leave as granted under Federal and New York State Laws, including the Family and Medical Leave Act (FMLA) and the New York State Paid Family Leave (NYS PFL) law, and/or Mount Sinai policies, provided that the Postdoctoral Fellow has not already exhausted the available leave under such laws and/or policies.

- 5.1. **Child Care Leave:** Postdoctoral Fellows 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 Fellow does not perform any responsibilities during the leave, it is without salary.
- 5.2. For the avoidance of doubt, all leaves under this section count as use of time for which a Postdoctoral Fellow is eligible under FMLA and NYS PFL. FMLA and NYS PFL will run concurrently for a Postdoctoral Fellow who is eligible for both.

6. **Family Medical Leave:** Mount Sinai shall comply with the Family and Medical Leave Act

(FMLA). Postdoctoral Fellows will be entitled to FMLA leave consistent with applicable law.

7. **Bereavement Leave:** Postdoctoral Fellows 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. Leave under this section must be taken consistent with Mount Sinai policy and within a reasonable time of the death or funeral of the family member. Under exceptional circumstances (e.g. required international travel), leaves of longer duration shall not be unreasonably denied.
8. **Jury Leave:** Postdoctoral Fellows shall be granted jury duty leave in accordance with applicable laws and Mount Sinai policy. The receipt of a notice to report for jury duty must be reported immediately to the supervisor.
9. **Military Leave:** Postdoctoral Fellows shall be granted military leave in accordance with applicable laws and Mount Sinai policy.
10. **Time Off to Vote:** Postdoctoral Fellows shall be granted time off to vote in accordance with applicable laws and Mount Sinai policy.
11. **Visa Renewal Leave:** Postdoctoral Fellows shall have the right to reasonable time off without loss of pay in order to attend visa and immigration proceedings for themselves or their spouse or children. Postdoctoral Fellows shall make such requests with as much advance notice possible and, if requested, provide supporting documentation to Mount Sinai. Requests shall not be unreasonably denied.
12. Postdoctoral Fellows shall retain any and all other rights under the law, existing Mount Sinai Policy, or award granting agencies regarding leaves of absence. In the event that a Postdoctoral Fellow'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 University and of the external funding agency must be followed.
13. To the extent legally permissible, Postdoctoral Fellows shall provide as much advance notice as possible before taking leave under this Article.

ARTICLE 18

MANAGEMENT RIGHTS

Section 1: Except as otherwise provided in an express provision in this Agreement, Mount Sinai retains the exclusive right to direct, control, manage and schedule its operations, and to make all decisions affecting Mount Sinai, consistent with its educational and research mission (“Management Rights”).

Section 2: Management Rights include, but are not limited to, the right to:

- (a) Establish, plan, direct and control Mount Sinai’s organizational structure, missions, programs, objectives, services, resources and priorities;
- (b) Establish and administer procedures, policies and rules, to direct and control Mount Sinai 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 Fellows;
- (e) Determine or modify the number, qualifications, scheduling, responsibilities and assignments of Postdoctoral Fellows;
- (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 6 (Discipline and Dismissal);
- (g) Determine the content of evaluations, and the processes and criteria by which Postdoctoral Fellows’ performance is evaluated;
- (h) Establish and require Postdoctoral Fellows to observe Mount Sinai 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.

Section 3: The exercise or non-exercise of rights shall not constitute a waiver of any such rights by Mount Sinai.

ARTICLE 19

NO STRIKE NO LOCKOUT

Section 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 Fellows, are bound to observe the provisions of this Agreement. Mount Sinai, and its representatives at all levels, are bound to observe the provisions of this Agreement.

Section 2: During the life of this Agreement, the Union and/or Postdoctoral Fellows will not authorize, cause, condone, or take part in any strike, slowdown, work stoppage or any other similar concerted interference, interruption or delay with Mount Sinai's work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity.

Section 3: Should any Postdoctoral Fellow or Postdoctoral Fellows take part in any strike or other activities contrary to the terms of this provision, Mount Sinai shall immediately notify the Union, and the Union shall be immediately accessible to Mount Sinai. 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:

- a. publicly disavowing such action by the Postdoctoral Fellows;
- b. advising Mount Sinai in writing that such action by Postdoctoral Fellows has not been called or sanctioned by the Union;
- c. notifying Postdoctoral Fellows that the Union disapproves of such action, that such action is in violation of this Agreement, and that Postdoctoral Fellows are instructed to cease such action and return to work immediately.

Section 4: Mount Sinai agrees there shall be no lockout of any kind during the life of this Agreement.

Section 5: Any Postdoctoral Fellow or Postdoctoral Fellows engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with Mount Sinai's work in violation of this Agreement, will be subject to disciplinary action up to and including discharge.

ARTICLE 20

PARKING AND TRANSPORTATION

1. Mount Sinai and the Union agree that reducing Mount Sinai's carbon footprint is a mutual goal.
2. Mount Sinai shall maintain shuttle services at at least the current levels.
3. Mount Sinai shall provide reasonable and safe accommodations for bicycle parking within convenient proximity to the Icahn School of Medicine at Mount Sinai.
4. Postdoctoral Fellows shall be entitled to the Transportation Reimbursement Incentive Program (TRIP) on the same terms and conditions as are currently offered to Postdoctoral Fellows.

ARTICLE 21

PERFORMANCE REVIEWS

1. A PI may provide a Postdoctoral Fellow 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 Fellow's appointment/reappointment.
2. A performance review shall serve as a comprehensive assessment of the Postdoctoral Fellow's research progress and achievements, and their professional development during the previous year.

ARTICLE 22

POLICIES AND PROCEDURES

The Parties agree that Mount Sinai's existing policies and procedures that are applicable to Postdoctoral Fellows, including the Postdoc Handbook, shall continue in full force and effect. In the event of a conflict between Mount Sinai's policies and this Agreement, the terms of this Agreement shall prevail. Mount Sinai will notify the Union of any new policies, or changes or 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 23

PROFESSIONAL DEVELOPMENT

1. Mount Sinai and the Union agree that adequate opportunities for professional development (PD) are essential. Mount Sinai shall maintain support for professional development programs for Postdoctoral Fellows that contribute to a Postdoctoral Fellow'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 Fellows shall continue to be entitled to "protected time".
2. Nothing will preclude Mount Sinai from enhancing the professional development and/or career counseling programs, or the professional development lectures/workshops provided to Postdoctoral Fellows.
3. Mount Sinai shall provide an annual comprehensive program for the professional development of Postdoctoral Fellows. Opportunities provided pursuant to the program shall be determined in Mount Sinai's sole discretion, including but not limited to, career development programs and workshops, coaching by trained professionals, 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. Mount Sinai may, in its sole discretion, implement or reject professional development recommendations made to the Union-Management Committee.

4. Postdoctoral Fellows shall be eligible to apply for grants and funding opportunities as offered by Mount Sinai from time to time.
5. Postdoctoral Fellows shall be allowed to audit courses at Icahn School of Medicine at Mount Sinai free of charge as long as space is available and approved by the Graduate School. Approval shall not be unreasonably denied.
6. Postdoctoral Fellows are encouraged to develop an Individual Development Plan (IDP). If Postdoctoral Fellows choose to submit an IDP to their PI or the Office of Career Services & Strategy (OCSS) for discussion, the PI(s) or OCSS will review the IDP, share their knowledge about available development opportunities with the Postdoctoral Fellow, 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 Fellow and their PI. In addition to the PI, the Postdoctoral Fellow may consult with additional career mentors in the development of an IDP. The Postdoctoral Fellow and their PI or OCSS may engage in ongoing discussions regarding the IDP.

7. Postdoctoral Fellows shall be eligible to apply for \$500 per year for subsidized travel and registration for conferences, workshops, training, or other relevant professional development opportunities with approval of their PI, and subject to available funding. Approval shall not be unreasonably denied.

8. For Postdoctoral Fellows on research appointments that do not include teaching responsibilities, the parties recognize that teaching experience is important for Postdoctoral Fellows. Where possible, Mount Sinai shall offer teaching opportunities to qualified, interested Postdoctoral Fellows. The Postdoctoral Fellow may receive additional compensation for such teaching opportunities.

ARTICLE 24

PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT

1. **Preamble.** Mount Sinai 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.** Mount Sinai shall not discriminate against any Postdoctoral Fellow on account of actual or perceived race, color, sex, gender, gender identity or expression, age, ethnicity, religion, creed, national origin, citizenship, immigration or visa status, sexual orientation, marital status, familial or partnership status, pregnancy status or pregnancy-related condition, HIV status, reproductive health decision making, status as a victim of domestic violence, genetic information or carrier status, unemployment status, physical or mental disabilities, veteran status, military status, prior conviction of a crime, off-duty political activity, union membership or activity, or any other legally protected status. Mount Sinai shall uphold its affirmative action policy and provide equal employment opportunity consistent with its current policies. Mount Sinai shall also ensure the confidentiality of medical documentation for all Postdoctoral Fellows pursuant to its current compliance regulations and practices.
3. **Prohibited Conduct Defined.** No Postdoctoral Fellow shall be subjected to discrimination or harassment, including sexual harassment, bullying or abusive conduct, or other forms of prohibited conduct as defined in the Mount Sinai Harassment Policy, the Policy on “Addressing Mistreatment and Other Unprofessional Behaviors Directed at Students and Trainees”, the Sexual Misconduct Policy, or any other Mount Sinai policy prohibiting discrimination or harassment, including sexual harassment, bullying or abusive conduct, all of which are available on the Mount Sinai website. In the event that Mount Sinai intends to change such policies, Mount Sinai 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 9 (Grievance and Arbitration). Such complaints may also be addressed by filing a Complaint pursuant to Mount Sinai’s policies listed above in Section 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, Mount Sinai shall, consistent with its existing policies, immediately implement supportive measures for a Postdoctoral Fellow. Such

measures shall be consistent with Mount Sinai Policies and as Mount Sinai deems necessary and appropriate, and with the Postdoctoral Fellow's consent, to ensure that the Postdoctoral Fellow(s) can continue working in an environment free from harassment, discrimination and/or abusive conduct. For example, if Mount Sinai determines that a situation requires that a Postdoctoral Fellow be separated from their PI or other lab member, Mount Sinai 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 Dean of Academic and Scientific Affairs or a Mount Sinai official designated by the Dean of Academic and Scientific Affairs.

- 4.3. **Representation.** Postdoctoral Fellows 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, Mount Sinai shall notify the Postdoctoral Fellow 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.** Mount Sinai will not tolerate any form of retaliation against or intimidation of any Postdoctoral Fellow 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 Fellow based on the Postdoctoral Fellow'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, Mount Sinai policies and/or local, state or federal law.
7. **Disability Access.** Mount Sinai shall provide Postdoctoral Fellows with all required and/or recommended accommodations consistent with Mount Sinai's Disability Accommodations Policy (HR-15.11) 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 Fellows' timely access to their workspaces. No Postdoctoral Fellow should be required to use a segregated facility apart from other Postdoctoral Fellows because of their disability or health status.
8. **Pregnancy-related Accommodations.** Consistent with Mount Sinai HR Policies 15.11 and 15.07, New York City and State Human Rights Laws, New York Labor Law §206-c and any other applicable local, state, and/or federal law, Mount Sinai shall ensure reasonable accommodations for pregnancy or pregnancy-related conditions that are necessary to perform the Postdoctoral Fellow's essential job functions. No such accommodations can result in decreased pay or benefits for the Postdoctoral Fellow.
9. **Bathroom Equity.** Mount Sinai shall ensure that all Postdoctoral Fellows have convenient access to gender-neutral bathrooms. All single-occupant bathrooms in

buildings where Postdoctoral Fellows work shall be labeled as gender-neutral and no Postdoctoral Fellow will be prevented from using a restroom that they are comfortable using. Mount Sinai shall provide the Union with a list of the locations of all such gender-neutral facilities.

10. **Personal Information.** Mount Sinai shall ensure that all Postdoctoral Fellows are referred to by the names and pronouns with which they identify, both in communications to and about them, and will update any Employer records upon request. Mount Sinai shall also respect the right of Postdoctoral Fellows to choose whether to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

ARTICLE 25

RECREATION

1. Mount Sinai shall continue to provide through the Recreation Office, subject to availability, the same discounts/benefits on the same terms and conditions to bargaining unit employees as those offered to all other Mount Sinai employees.

ARTICLE 26

RELOCATION ASSISTANCE

Postdoctoral Fellows newly hired on or after January 1, 2024, will receive a one-time relocation payment in the amount of \$1,500 dollars subject to applicable taxes and withholdings.

ARTICLE 27

RESEARCH INTEGRITY

1. Postdoctoral Fellows are governed by, and subject to, Mount Sinai's Ethical Practices in Research Policy, as may be amended from time to time by Mount Sinai. The parties acknowledge that these processes have been developed pursuant to federal agency guidelines and other requirements imposed on Mount Sinai as a research institution.
2. Complaints regarding any issues, violations or disagreements pertaining to a Postdoctoral Fellow's research integrity and/or academic or research misconduct shall be processed solely in accordance with Mount Sinai policies and related investigatory procedures, as may be amended from time to time by Mount Sinai.

ARTICLE 28

RETIREMENT

1. Postdoctoral fellows can elect to contribute through salary deferrals to the Mount Sinai Health System 403(b) 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 Fellow is eligible and enrolls in the plan.
 - 1.2 If the Postdoctoral Fellow leaves Mount Sinai, the Postdoctoral Fellow is entitled to any funds contributed and earnings on those funds, regardless of length of service, according to the terms of the plan.

ARTICLE 29

SEVERABILITY

1. 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 30

TAX ASSISTANCE

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

ARTICLE 31

TRAINING

1. Mount Sinai shall provide paid time for and pay costs associated with Postdoctoral Fellow attendance at work-related training, orientations, workshops, scientific meetings and courses that are required by Mount Sinai or pre-approved by a Postdoctoral Fellow's PI and the Postdoctoral Fellow's Department Chair or their designee. Approval shall not be unreasonably denied.

ARTICLE 32

TRAVEL

1. A Postdoctoral Fellow who is required or approved to travel as part of the Postdoctoral Fellow's duties, shall receive travel advances, direct travel funding, or timely reimbursement of expenses in accordance with Mount Sinai and/or the Postdoctoral Fellow's Departmental travel policy.
2. Postdoctoral Fellows shall be provided travel insurance in accordance with Mount Sinai's travel insurance policies.

ARTICLE 33

UNION ACCESS AND RIGHTS

1. Mount Sinai agrees to supply to the Union, within one week of the effective date of this agreement via electronic file, a listing of employees in the bargaining unit. Mount Sinai 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 Mount Sinai gathers such information): a Postdoctoral Fellow's: Legal name, preferred name, preferred pronouns, gender identity, race/ethnic category, title, department, percentage appointment, rate of pay, Sinai life number, hiring status and effective date, street address, city state, zip code, date of birth, hire date, mail code, Sinai email address, Union deduction code, Sinai phone number, personal email address, personal phone Sinai phone number, personal email address, personal phone number, citizenship, visa status, country of origin, highest degree earned.
2. Postdoctoral fellows shall continue to have access to the postdoc-community@lists.mssm.edu list serv 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 Mount Sinai official website.
4. The Union may designate officers and/or stewards. Mount Sinai 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 Fellow's PI.
5. Mount Sinai shall provide official Postdoctoral Fellow orientations at Mount Sinai conducted by the Office of Postdoctoral Affairs ("Official Orientations") and will provide the Union with 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 no more than two Postdoctoral Fellow(s) to present at Official Orientations, assuming that the Postdoctoral Fellows' PIs approve. Such approval shall not be unreasonably denied.
6. One UAW representative shall have reasonable access to Mount Sinai premises at a time for the purpose of conferring with its stewards and/or Postdoctoral Fellows covered by this Agreement, and for the purpose of administering this agreement, unless additional representatives are pre-approved by the Office of Postdoctoral Affairs and/or the Faculty, Staff and Trainee Relations Office. Approval shall not be unreasonably denied. However, such access shall not interfere with the operations of Mount Sinai and shall not include access to areas of the Mount Sinai 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 Mount Sinai premises for purposes other than those listed above in Section 6, they shall provide one (1) business day advanced notice to the Office of Postdoctoral Affairs and/or the Faculty, Staff and Trainee Relations Office before entering the premises.
 - 6.2. When requested by the Union, Mount Sinai 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 the Office of Postdoctoral Affairs and/or the Faculty, Staff and Trainee Relations Office. Such space shall be provided at no cost.
7. Mount Sinai shall place a locked, glass enclosed, bulletin board that is designated for the Union at all buildings maintained by Mount Sinai where Postdoctoral Fellows work. The locations of the bulletin boards shall be at the sole discretion of Mount Sinai but shall be placed conspicuously and readily accessible to workers in the course of employment. The Union will have access to post union-related notices physically on these bulletin boards. Notices shall be on union stationery and shall bear the signature of an authorized union officer. To get a notice posted on the bulletin board, the Union shall submit such notice to the Office of Postdoctoral Affairs.

ARTICLE 34

UNION SECURITY

1. **Union Membership.** Mount Sinai shall deduct membership dues and initiation fees from Postdoctoral Fellows who choose to be members of the Union and provide written authorization. The Union will communicate the amount of such dues and fees to Mount Sinai.
2. **Fair Share Fees.** If a Postdoctoral Fellow chooses not to be a member of the Union, the Postdoctoral Fellow 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 Fellow or from the Union) that a Postdoctoral Fellow has provided authorization, Mount Sinai 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 Mount Sinai on at least a bi-weekly basis of any changes to the status of membership and/or deduction authorizations of Postdoctoral Fellows prior to the deduction deadline so that Mount Sinai can make the appropriate deductions.
 - 3.1. If a Postdoctoral Fellow contacts Mount Sinai to request that payroll deduction be ended, Mount Sinai will promptly notify the Union and refer the employee to the Union to process the request. The Union will notify Mount Sinai of any change to the deduction authorization.
 - 3.2. If a Postdoctoral Fellow asks questions about the Union payroll deduction or the Union in general, Mount Sinai will refer the Postdoctoral Fellow to the Union. Mount Sinai will not discourage Postdoctoral Fellows from becoming members of the Union.
4. On the first working day after each payday, Mount Sinai 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 Fellows from whom deductions were made. The electronic list shall contain the 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 Mount Sinai harmless from any liability or damages incurred by Mount Sinai or its agents in complying with this Article and shall reimburse Mount Sinai 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 Fellows 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 Fellow or from the Union) that a Postdoctoral Fellow has provided authorization of specific contributions to the UAW-VCAP, Mount Sinai shall deduct such amounts on each paycheck of the Postdoctoral Fellow. The Union and Mount Sinai will follow the same procedures and timelines regarding communication of UAW-VCAP authorizations to Mount Sinai as regarding dues deductions in Section 3 of this Article.

ARTICLE 35

UNION-MANAGEMENT COMMITTEE

1. A joint Union-Management Committee (“UMC”) shall be established. This committee shall be comprised of: (1) four (4) representatives from Mount Sinai (chosen by Mount Sinai), and (2) 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.

ARTICLE 36

VACATION

1. Postdoctoral Fellows 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. Accrued but unused vacation time shall not be carried over from year to year. A Postdoctoral Fellow may not receive pay in lieu of accrued but unused vacation except upon termination of appointment.
2. Vacation shall be taken at the Postdoctoral Fellow's discretion and in consultation with their PI based on research needs, scheduling and operational needs to ensure that the Postdoctoral Fellow does not interfere with the plans of their laboratory or department. Postdoctoral Fellows 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 37

WELLNESS

1. Mount Sinai shall continue to provide Postdoctoral Fellows with passes to the 92nd Street Y on the same terms and conditions that are currently offered to Postdoctoral Fellows, subject to availability. Given that the 92nd Street Y is not Mount Sinai property, it is possible that this arrangement may change. If that happens, Mount Sinai agrees to meet and discuss possible alternatives with the Union.
2. Mount Sinai shall continue to provide Postdoctoral Fellows with access to the Employee Assistance Program on the same terms and conditions as are currently offered to Postdoctoral Fellows.
3. Mount Sinai shall continue to provide Postdoctoral Fellows with access to the services provided through the Student and Trainee Mental Health Program (STMH) on the same terms and conditions as are offered to Postdoctoral Fellows, trainees and students.
4. Mount Sinai shall continue to provide Postdoctoral Fellows with access to a 24/7 support and crisis hotline number.

ARTICLE 38

WORKLOAD

1. General provisions.

- 1.1. Full-time Postdoctoral Fellows covered by this Agreement are exempt under the FLSA.
- 1.2. Postdoctoral Fellows are appointed with the expectation that they will have full-time involvement in scholarly pursuits, except as provided in §2 below.
- 1.3. The typical workweek for a full-time Postdoctoral Fellow shall be a minimum of 37.5 hours per week. "Work" as defined for purposes of this section shall include time spent by Postdoctoral Fellows 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 Fellow 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 the Postdoctoral Fellow and with written agreement of the Postdoctoral Fellow's PI, Mount Sinai may grant an exception to the full-time appointment expectation referenced in Section 1 above when the Postdoctoral Fellow 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 Fellow receives a Full-Time Appointment Exception as described in §2.1, the PI and Postdoctoral Fellow 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 §1.2. and 1.3., will be prorated for Postdoctoral Fellows with less than a full-time appointment.

ARTICLE 39

WORKSPACE AND MATERIALS

1. Mount Sinai shall provide work space, facilities, equipment, resources, and materials necessary to perform the duties assigned to the Postdoctoral Fellow.
2. Mount Sinai shall provide Wi-Fi access to the Internet and access to Mount Sinai's intranet no later than the end of the Postdoctoral Fellow's first day of work. If this is not possible due to technical or logistical issues, Mount Sinai will use best efforts to remedy the situation as soon as practicable.
3. If a Postdoctoral Fellow is required by their PI to purchase or rent any materials, equipment, space or services that are necessary for the fulfillment of the Postdoctoral Fellow's duties, as described in Sections 1 and 2 of this provision, Mount Sinai shall reimburse the Postdoctoral Fellow for such reasonable expenses as soon as practicable and in compliance with Mount Sinai's reimbursement policy. If required by their PI to obtain equipment or materials free of charge through Mount Sinai's Institutional Services, the Postdoctoral Fellow must do so to the extent practicable.
4. Mount Sinai shall reimburse the cost of reasonable materials necessary for the Postdoctoral Fellow to conduct their work remotely upon written agreement of their PI that they are entitled to work remotely. Requests for reimbursement shall not be unreasonably denied.

ARTICLE 40

EFFECTIVE DATE AND DURATION

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

Mount Sinai 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

Mount Sinai/ SPOC-UAW Step 1 Grievance Form		Allegations of a violation of the Mount Sinai/SPOC-UAW Agreement (the "Agreement") covering Postdoctoral Fellows must be filed on this form. See the Agreement for details regarding the filing of a grievance. Forms must be submitted to the Labor Relations Office. YOU MUST PROVIDE INFORMATION IN ACCORDANCE WITH ARTICLE 9 (GRIEVANCE AND ARBITRATION), OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING. (Form available at [WEBLINK])			
GRIEVANT'S NAME: LAST			FIRST	MI	GRIEVANCE NUMBER (TO BE COMPLETED BY MOUNT SINAI)
GRIEVANT'S DEPARTMENT		GRIEVANT'S TELEPHONE NUMBER		GRIEVANT'S IMMEDIATE SUPERVISOR: NAME	
REPRESENTATIVE'S NAME (IF REPRESENTED)		REPRESENTATIVE'S TELEPHONE NUMBER (IF APPLICABLE)		TITLE	
				TELEPHONE NUMBER	
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CLASS ACTION			SPECIFIC ARTICLE(S) & SECTION(S) OF THE AGREEMENT ALLEGED TO BE VIOLATED		
DATE OF ALLEGED VIOLATION(S)	DATE OF PRE-STEP DISCUSSION WITH SUPERVISOR, IF ANY	DATE OF PRE-STEP RESPONSE, IF ANY	ARE YOU REQUESTING A STEP 1 MEETING? <input type="checkbox"/> YES <input type="checkbox"/> NO		
DESCRIPTION OF ALLEGED VIOLATION OF THE AGREEMENT. PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH SEPARATE SHEET OF PAPER IF NEEDED.)					
REMEDY REQUESTED					
GRIEVANT'S SIGNATURE		DATE	REPRESENTATIVE'S SIGNATURE (IF APPLICABLE)		DATE
Step 1 Grievance Review (to be completed by Mount Sinai)					
DATE STEP 1 GRIEVANCE FILED		DATE OF SINAI DECISION	DECISION ATTACHED <input type="checkbox"/> NO <input type="checkbox"/> YES	DATE OF STEP 1 MEETING	
STEP 1 DECISION (ATTACH SEPARATE SHEET OF PAPER IF NEEDED)					
STEP 1 REVIEWER: NAME			STEP 1 REVIEWER'S SIGNATURE		TELEPHONE NUMBER
TITLE					
Appeals to Step 2 may be filed with the Dean of Faculty Staff + Trainee Relations Office on this form or in accordance with Article 9 (Grievance and Arbitration).					
<input type="checkbox"/>	I DO NOT ACCEPT THE STEP 1 RESPONSE AND I APPEAL TO STEP TWO	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE	ARE YOU REQUESTING A MEETING? <input type="checkbox"/> <input type="checkbox"/>	

			YES	NO
Step 2 Grievance Review (to be completed by Mount Sinai)				
DATE STEP 2 GRIEVANCE FILED	DATE OF SINAI DECISION	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO		DATE OF STEP 2 MEETING
STEP 2 DECISION (ATTACH SEPARATE SHEET OF PAPER IF NEEDED)				
STEP 2 REVIEWER: NAME TITLE		STEP 2 REVIEWER'S SIGNATURE		TELEPHONE NUMBER

APPENDIX B

PANEL OF ARBITRATORS

In accordance with Article 9 (Grievance and Arbitration), Section 5.2., the Parties shall select a panel of three (3) arbitrators who shall hear grievances appealed to arbitration under this Agreement. The three (3) mutually agreed-upon arbitrators selected by the Parties to serve on this panel shall be named in this Appendix.

APPENDIX C

MOUNT SINAI-OWNED APARTMENT BUILDINGS DESIGNATED FOR POSTDOCTORAL FELLOWS

In accordance with Article 12 (Housing), Sections 1 and 4, this Appendix lists the Mount Sinai-owned apartment buildings designated for Postdoctoral Fellows at the time of the ratification of this Agreement.

Building #	Mount Sinai-Owned Apartment Building
1	53 E. 96 St. & 57 E. 96 St.
2	306 E. 96 St.
3	333 E. 93 St.
4	1245 Park Ave.
5	1249 Park Ave.
6	1391 Madison Ave.
7	51 E. 97 St.
8	1407-1411 Madison Ave.
9	40 E. 98 St.
10	1740 Second Ave.
11	E 97 St. Buildings (52-57, 61, 64, 65, 67, 68, 69, 71, 72)

SIDE LETTER 1

Between Icahn School of Medicine at Mount Sinai and International Union, UAW, and its Local Union, Sinai Postdoctoral Organizing Committee-UAW Local XXXX Regarding the Three Percent Increase to Postdoctoral Fellow Salaries Effective January 8, 2023

To minimize the impact of the current economy, Mount Sinai shall provide a 3% across the board increase to all Postdoctoral Fellow salaries effective January 8, 2023. The raises shall be reflected in paychecks no later than January 31, 2023. In order to be eligible, Postdoctoral Fellows must be employed as of December 6, 2022 and continue to be employed as of January 8, 2023. (For example, if an eligible Postdoctoral Fellow is currently earning the salary of \$58,661, upon the effective date of this proposed increase, that Postdoctoral Fellow's salary will be increased to \$60,421.) Whether the Union agrees to this proposal or not, the parties agree that the Union shall not be precluded from making whatever proposals on economics it chooses to during the course of negotiations.

Nothing precludes a PI from providing additional raises during FY 23.

SIDE LETTER 2

Between Icahn School of Medicine at Mount Sinai and International Union, UAW, and its Local Union, Sinai Postdoctoral Organizing Committee-UAW Local XXXX Regarding the Unfair Labor Practice Charges Related to Collective Bargaining Negotiations

Upon the ratification of this Agreement, the Union agrees to withdraw with prejudice the following Unfair Labor Practice Charges: Case Numbers 02-CA-323891 and 02-CA-330006; and the Union agrees to withdraw without prejudice the following Unfair Labor Practice Charge: Case Number 02-CA-329601. The Parties expressly agree that the Union's withdrawal of Case Number 02-CA-329601 shall not be used against the Union in any future dispute relating to the interpretation and/or implementation of Article 12 (Housing) in 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 ___th day of December 2023.

Agreed to:

ICAHN SCHOOL OF MEDICINE
AT MOUNT SINAI

INTERNATIONAL UNION, UAW,
AND ITS LOCAL UNION, SINAI
POSTDOCTORAL ORGANIZING
COMMITTEE-UAW LOCAL XXXX

By: Steven J. Porzio
Steven J. Porzio
Counsel for Icahn School of Medicine at Mount Sinai

By: Corin Coetzee
Corin Coetzee
International Representative

Negotiating Committee

Negotiating Committee
