

ARTICLE 1 RECOGNITION

- A.** This Memorandum of Understanding, hereinafter referred to as the “Agreement”, is entered into by and between The Regents of the University of California, a corporation hereinafter referred to as the “University”, or “UC”, or “management”, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union 5810, AFL-CIO, hereinafter referred to as the “UAW” or the “union”.
- B.** The University recognizes the UAW, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all Postdoctoral Scholars in the classifications listed below. This recognition is in accordance with the Settlement Agreement made between the parties on October 27, 2008, the Public Employment Relations Board’s (PERB’s) October 30, 2008 certification that UAW evidenced majority support sufficient to meet the requirements of PERB regulation 50130(b), and the University’s Recognition Letter of November 3, 2008, in PERB case SF-RR-914-H.
- C.** Further, on August 1, 2016, the UAW filed a unit modification petition and proof of support with Public Employment Relations Board to add the Lawrence Berkeley Laboratory Postdoctoral Scholars to the established Postdoctoral Scholar bargaining unit (Case No SF-UM-769-H). On August 26, 2016, the University notified PERB that it did not object to the unit modification petition. On September 9, 2016, the parties signed a stipulation and on September 12, 2016, PERB issued a unit modification order.
- D.** These recognitions exclude Postdoctoral Scholars in the titles listed below who are defined by HEERA as managerial, supervisory and/or confidential or whose principal place of employment is outside of the State of California at a worksite with 100 or fewer employees.

Title	Title Code
Postdoctoral Scholar – Employee	3252
Postdoctoral Scholar – Fellow	3253
Postdoctoral Scholar – Paid Direct	3254
Postdoctoral Scholar – Employee NEX	3255
Interim Postdoctoral Scholar - Employee	3256
Employee Postdoctoral Fellow (LBL)	
Employee Special Postdoctoral Fellow (LBL)	
Employee Interim Postdoctoral Fellow (LBL)	
Affiliate Postdoctoral Fellow – Stipend (LBL)	
Affiliate Postdoctoral Fellow – Paid Direct (LBL)	

- E.** The parties may agree to modify the recognized unit pursuant to the rules and regulations of the Public Employment Relations Board (PERB).

ARTICLE 2 APPOINTMENTS

A. GENERAL PROVISIONS

1. Appointment Criteria

Postdoctoral Scholar appointments are intended to provide a full-time program of advanced academic preparation and research training.

- a. Appointment as a Postdoctoral Scholar requires a doctoral degree (e.g., Ph.D., M.D.) or the foreign equivalent.
 - b. Individuals pursuing clinical fellowships and residencies in the health sciences are excluded from appointment to these titles.
2. It is within the University's sole discretion to appoint, reappoint or not reappoint a Postdoctoral Scholar and to determine the duration of such appointments.
3. The total duration of an individual's postdoctoral service may not exceed five years, including postdoctoral service at other institutions. Under unusual circumstances the University may grant an exception to this limit, not to exceed a sixth year.

B. TERMS OF SERVICE

1. Postdoctoral Scholar appointments are temporary and have fixed end dates. Nothing shall preclude the University from appointing or reappointing Postdoctoral Scholars for durations longer than the minima required in this Article.
2. Postdoctoral Scholar – Employee (Title code 3252)
 - a. The initial appointment of a Postdoctoral Scholar at the University shall be for a minimum of one (1) year.
 - b. The first reappointment of a Postdoctoral Scholar from any title into the title Postdoctoral Scholar–Employee shall be for a minimum of two (2) years; however, reappointment may be for less than two years under the following circumstances:
 - 1) Less than two (2) years of programmatic work
 - 2) Less than two (2) years of funding
 - 3) Exhausted eligibility as a Postdoctoral Scholar as referenced in section A.3
 - 4) Work authorization limitations
 - 5) Change in PI
 - c. Subsequent reappointment may be for less than one (1) year if the following circumstances occur:

- 1) Less than one (1) year of programmatic work
 - 2) Less than one (1) year of funding
 - 3) Exhausted eligibility as a Postdoctoral Scholar as referenced in Section A. 3.
 - 4) Work authorization limitations
3. Postdoctoral Scholar–Fellow (Title code 3253) and Postdoctoral Scholar–Paid Direct (Title code 3254)
- a. Appointments and reappointments into the title(s) Postdoctoral Scholar–Fellow and/or Postdoctoral Scholars–Paid Direct shall be for a minimum duration equal to the duration of the fellowship or extramural funding.
 - b. The University may supplement Postdoctoral Scholar–Fellows and Postdoctoral Scholar–Paid Directs. If the University provides a supplement to meet the experience scale minimum or to provide an additional supplement above the minimum, the appointment shall be treated in accordance with paragraph 3.a. above.
4. Interim Postdoctoral Scholar – Employee (Title code 3256)
- When the University appoints a Postdoctoral Scholar in the Interim Postdoctoral Scholar-Employee title as defined in Article 26, Titles and Classifications, Section B.5., the appointment shall be for less than one (1) year. Should an Interim Postdoctoral Scholar-Employee (TC 3256) be appointed as a Postdoctoral Scholar - Employee (TC 3252) at the conclusion of the interim appointment, their hire date shall remain the original date of appointment into the interim title.

C. SPECIAL APPOINTMENT PROVISIONS

1. At the request of the Postdoctoral Scholar, the University may agree to bridge the Postdoctoral Scholar's appointment. For example, the Postdoctoral Scholar may request an appointment for a short duration to carry them over from the Postdoctoral Scholar appointment to another anticipated appointment, or training grant.
2. The University is only obligated to one (1) two-year appointment unless the circumstances listed in Section B.2.b. apply. For example, a Postdoctoral Scholar whose initial appointment was for two (2) years and subsequently reappointed shall not be automatically entitled to a two (2) year reappointment.

D. NOTICE OF APPOINTMENT/REAPPOINTMENT

This section applies to Postdoctoral Scholars to whom the University has made a written offer of employment, who have accepted such offer in writing, who have satisfied work eligibility requirements for U.S. citizens and non-citizens, who have complied with all timelines – including work authorization processing requirements – stipulated in that letter, and for whom funding remains available.

1. As soon as practicable, but no later than seven (7) calendar days following the start of the appointment, or thirty (30) calendar days prior to the start of a

reappointment, the University shall provide a Postdoctoral Scholar a written notice of appointment/reappointment. The appointment notice shall include:

- a. job title;
 - b. beginning and end dates of the appointment;
 - c. appointment percentage;
 - d. supervisor's name;
 - e. department or academic/research unit;
 - f. anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center)
 - g. a brief description of the anticipated research project(s);
 - h. funding information available to the University at the time of appointment including: salary/stipend amount; supplemental compensation information, if any; and funding source(s);
 - i. a summary of benefits including eligibility for participation in the Postdoctoral Scholars Benefits Plan (PSBP) and the requisite enrollment information;
 - j. a statement that the Postdoctoral Scholar is exclusively represented by the UAW, and the website address for the Union and the Agreement;
 - k. a statement that the University maintains individual personnel files and that the Postdoctoral Scholar may access ~~her/his~~ their file in accordance with the provisions of Article 18--Personnel Files;
 - l. name of a person to contact for information regarding the appointment (with contact information); and
2. Campuses may provide additional information in appointment/reappointment letters (e.g., whether the appointment is renewable, and the conditions for such renewal).
 3. A sample appointment letter is appended to this Agreement as Appendix G.

ARTICLE 3 BENEFITS

A. GENERAL CONDITIONS

1. Postdoctoral Scholars are eligible to participate in the Postdoctoral Scholar Benefit Plans which include medical, dental, vision, life, AD&D, short term disability, and voluntary long term disability.
2. Postdoctoral Scholar Employees (3252) are required to contribute to the University of California Defined Contribution Plan (DCP) as Safe Harbor participants, and may make voluntary contributions to any of the University of California Retirement Savings Program plans.
3. The University shall continue the current Postdoctoral Scholar Benefit plans, premiums, assessments and fees listed in this Article with modification only as enumerated in this Article or Appendix A, unless aspects of the plan design are changed by the plan carrier. The University shall consult with the union and secure agreement on changes to the plan design.
4. As a condition of appointment, Postdoctoral Scholars must have adequate health insurance coverage for the duration of their appointment.
5. Postdoctoral Scholars are automatically enrolled in the Life, AD&D, and Short Term Disability programs. The University provides these coverages at no cost to Postdoctoral Scholars. In addition, the University shall pay the Workers Compensation Assessment and the Benefit Broker Fee for all Postdoctoral Scholars.

B. HEALTH BENEFITS

1. The Postdoctoral Scholar Health and Welfare Plans provide an annual open enrollment period during which eligible Postdoctoral Scholars may elect to change specific plan or coverage options. Open enrollment provides an opportunity for Postdoctoral Scholars to choose among plans due to changes in circumstances of the Postdoctoral Scholars, changes in the coverage and costs of and changes in plan availability, which may change from year to year.
2. The costs to plans for which the University does not contribute are to be paid by Postdoctoral Scholars. It is the Postdoctoral Scholar's responsibility to ensure timely payment of health benefit premiums. The University is not responsible for benefits cancellation due to premium non-payment.
3. Postdoctoral Scholars shall continue to have access, if any, to campus health facilities under the same terms provided to other campus employees.
4. Effective January 2017, Postdoctoral Scholars shall contribute a portion of the premium as follows:

	HMO	PPO
Coverage Level	Postdoctoral Scholar	Postdoctoral Scholar
Postdoctoral Scholar	2%	\$20
Postdoctoral Scholar + Partner	3%	\$40
Postdoctoral Scholar + Child(ren)	2%	\$40
Postdoctoral Scholar Family	3%	\$60

5. The University will provide written notice in the appointment letter (included in Appendix A to the appointment letter) for Postdoctoral Scholar Fellows (3253s) with individual fellowship grants that the University may deduct the cost of health benefits from the grant(s). Similarly, the University will provide written notice in the appointment letter (included in Appendix A to the appointment letter) for Postdoctoral Scholar Paid Directs (3254s), that the University may deduct health benefits costs from funding provided to the University, or the University may bill the Postdoctoral Scholar if health benefit funding is provided to the Postdoctoral Scholar directly.
6. The University will also provide written notice to Postdoctoral Scholar Fellows (3253s) of its intent to deduct the cost of health benefits from the grant(s) or to Postdoctoral Scholar Paid Directs (3254s) of its intent to deduct health benefits costs from funding provided to the University or its intent to charge the Postdoctoral Scholar, consistent with the health benefits allowance set forth in the grant(s), and the basis for such action. The University will provide such notice to a Postdoctoral Scholar Fellow (3253) no later than the date of the deduction. The University will provide such notice to a Postdoctoral Scholar Paid Direct (3254) no later than the date of the deduction, or no later than 30 days prior to charging for health benefit costs. As part of the above, Postdoctoral Scholars shall be given notice of their right to request and receive a copy of the budget for their fellowship from their Principal Investigator and/or Research Administrator. Nothing in this paragraph prohibits the University from taking retroactive deductions.

C. RETIREMENT BENEFITS

1. Postdoctoral Scholar Employees (3252), as Safe Harbor participants contribute 7.5% of gross salary to the University of California Defined Contribution Plan in lieu of Social Security taxes, and are not eligible for membership in the University of California Retirement Plan (UCRP). In addition, Postdoctoral Scholars pay Medicare taxes. Postdoctoral Scholars may elect to make voluntary contributions to any of the Retirement Savings Program plans.
2. **PRIOR UCRP SERVICE**

Postdoctoral Scholars who held UCRP-eligible positions without a break in service immediately prior to Postdoctoral Scholar – Employee (3252) appointments retain eligibility to participate in UCRP in accordance with UCRP Plan Documents and Regulations.
3. When the University increases contributions to the UCRP, Postdoctoral Scholars shall contribute to the UCRP at the same time and in the same amount as other eligible represented academic employees.

D. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix A. The UAW and the University understand and agree that the descriptions contained in Appendix A do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to UAW.
2. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts. Postdoctoral Scholars may obtain detailed information by contacting <http://www.garnett-powers.com/postdoc/index.htm>.

E. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. **Temporary Layoff/Temporary Reduction In Time** - Health plan contributions by the University will be provided for unit Postdoctoral Scholars, in accordance with Section A, above, when the Postdoctoral Scholar is affected by the following conditions lasting up to 4 months: a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health benefits to remain in force, Postdoctoral Scholars on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations.
2. **Military Leave** - An eligible Postdoctoral Scholar on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.
3. **Leaves Of Absence Without Pay**
 - a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c, below, shall not determine

eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.

- b. Except as provided in Section 3.c, below, an eligible Postdoctoral Scholar on approved leave without pay may, in accordance with the benefit documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the benefit documents, rules and regulations.
- c. A Postdoctoral Scholar on an approved Family Medical Leave shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, an Postdoctoral Scholar who exhausts her entitlement to health benefit coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health benefit coverage under the California Family Rights Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

F. OPEN ENROLLMENT

Open Enrollment for Postdoctoral Scholars shall be held in October-November.

G. JOINT HEALTH CARE COMMITTEE (JHCC)

- 1. Purpose: The primary purpose of the JHCC is to review the Postdoctoral Scholar Benefits Plan and to make recommendations for improvements or changes.
- 2. Composition: Each party shall select 2 members to serve on the JHCC. With mutual agreement, the parties may have additional representatives on the JHCC.
- 3. Meetings: The JHCC shall meet at least quarterly, or more frequently if needed.
- 4. JHCC Activities will include:
 - a. Review current procedures utilized by University in its annual renewal process for the Postdoctoral Scholar Benefits Plan;
 - b. Review reports of complaints or programs issues from the prior calendar year and recommend methods of and means to resolve them;
 - c. Discuss goals and trends for renewal for the upcoming plan year;
 - d. Discuss and recommend agreed upon improvements as needed;
 - e. Provide agreed upon reports of the JHCC meetings for Union and University leadership on an agreed upon schedule; and
 - f. Other agreed upon activities.
- 5. Additionally, the JHCC may:

- a. Review and discuss Requests for Renewals during April and May;
 - b. Jointly meet with University consultants during April and May;
 - c. Jointly provide recommendations to University consultants during April and May; and
 - d. Review recommendations for program renewals during June and July.
6. Open Enrollment: Open Enrollment for Postdoctoral Scholars shall be held in October-November.
7. Sharing of Information: The Union and the University agree that they will each provide each other relevant and necessary information related to the University's decisions about benefits offerings and costs. The University will share information with the Union to allow the Union the opportunity to ensure the proper calculation of premiums and the application of relevant health care regulations. Both parties understand and agree that some of this material contains information that is not available to the public and therefore the parties agree to enter into appropriate confidentiality agreements covering this information. With regard to proprietary information, the parties agree that each will contact the third party whose information it is and ask that, subject to a confidentiality agreement, the proprietary information be shared with the Union or the University. Both the Union and the University retain the right to refuse to provide certain relevant and necessary information based on defenses available under HEERA.

Among the information the parties agree to share is:

- a. Cost for Plan Design Changes including aggregate increased cost to the University;
 - b. Goals/Trends information;
 - c. Utilization reports will include the following information, when and if available from each of the health plan carriers:
 - 1) Demographics including geographic distribution, average membership for Postdoctoral Scholars and eligible family members;
 - 2) Utilization data for each of the Postdoctoral Scholar health plans;
 - 3) Pharmacy utilization data for each of the Postdoctoral Scholar health plans;
 - 4) High claims information for each of the Postdoctoral Scholar health plans;
8. All information will be provided in aggregate numbers.

ARTICLE 4 COMPENSATION

A. GENERAL PROVISIONS

The provisions of this section apply only when the referenced terms are implemented.

1. Nothing shall preclude the University from providing compensation to Postdoctoral Scholars at rates above those required in this Article. Such rates may be provided on appointment, reappointment, anniversary date, and/or as a merit increase.
2. The provisions of this Article shall not apply to any Postdoctoral Scholar appointed on a grant (e.g., Einstein Fellows, Hubble Fellows) that restricts that Postdoctoral Scholar's remuneration to only the pay received by the grant.
3. For implementing salary/stipend changes in accordance with NIH updates to the NRSA Scale, the UC Postdoctoral Scholar salary/stipend minimum rate for Experience Level 0 shall equal Experience Level 2 of the new NRSA scale, and progress sequentially as described in Appendix __, Table 23.
4. When extramural agencies establish stipends at a rate less than the University-established salary/stipend minimum, and the campus elects to proceed with the appointment of a Postdoctoral Scholar, the campus shall provide additional funding to increase the salary/stipend level of the Postdoctoral Scholar to the established minimum. The supervisor shall arrange the additional funding prior to the start date of an appointment.
5. If the University provides a supplement to a Postdoctoral Scholar such that the Postdoctoral Scholar's total salary exceeds the Postdoctoral Scholar's base salary/stipend rate, continuance or discontinuance of the supplement is at the sole discretion of the University, unless the supplement is necessary to meet the salary/stipend requirements of this article.
6. When the requirements of the sponsoring agency exceed the requirements of this Agreement, with the exception of the provisions of §A.2. above, the requirements of the sponsoring agency shall control all salary increases and adjustments to the individual Postdoctoral Scholar's salary.

B. UC POSTDOCTORAL SCHOLAR EXPERIENCE BASED SALARY/STIPEND SCALE

Changes to the scale, as referenced in below, shall be reflected in Table 23 of the Academic Salary Scale – Appendix __ to the Agreement.

1. December 1, 2016 Scale Increases
 - a. On December 1, 2016, the University shall implement the projected FY 2017 NIH Ruth L. Kirschstein National Research Service Award (NRSA) Stipend levels in accordance with A. 3. Above.
 - b. On December 1, 2016, all full-time Postdoctoral Scholars shall have their salaries/stipends increased to the NIH experience based scale at the same experience step they are currently on. If the Postdoctoral Scholars

anniversary/reappointment date is December 1, 2016, the provisions of B. 1. c. shall also apply.

- c. Postdoctoral Scholar's with salary/stipend amount above the appropriate experience level will not receive an increase pursuant to this Section.
- d. Postdoctoral Scholars awarded a Kirschstein Fellowship, shall receive an increase on the effective date established in their revised NIH Award Notice.

2. Subsequent Salary/Stipend Scale Increases Through the Duration of the Agreement

Increases to the University Postdoctoral Scholar salary/stipend minima rates shall be made in accordance with the NIH Notice pertaining to the Ruth L. Kirschstein National Research Service Award (NRSA) Stipend Levels. The effective date of the change is the first day of the payroll period following the announcement, except for Postdoctoral Scholars awarded a Kirschstein Fellowship, for whom the effective date is the date established in their revised NIH Award Notice.

- a. The implementation of and/or changes to the UC Postdoctoral Scholar Salary Scale does not automatically affect the salaries of Postdoctoral Scholars, except for Kirschstein Fellows as provided above.
- b. The new minima will apply to individual salaries/stipends only when a Postdoctoral Scholar is newly appointed, reappointed, or on the anniversary date for those Postdoctoral Scholars with multiple year appointments.
- c. Individual Postdoctoral Scholar salary/stipend increases shall occur in accordance with the provisions of §BC. below.

C. INDIVIDUAL POSTDOCTORAL SCHOLAR INCREASES

Once a Postdoctoral Scholar is appointed at or above the appropriate experience rate, all future appointments must be to at least the appropriate experience based salary/stipend rate.

- 1. In the event a Postdoctoral Scholar receives a multiple-year appointment, the Postdoctoral Scholar must thereafter receive salary/stipend increases to the appropriate experience-based salary/stipend rate on their anniversary date, as applicable in the scale referenced in Appendix ___ - Table 23..
- 2. If a Postdoctoral Scholar's salary/stipend amount is above the appropriate experience level on reappointment, or on their anniversary date for Postdoctoral Scholars with multi-year appointments, the Postdoctoral Scholar shall receive an increase to at least the minimum of the next appropriate salary/stipend experience level, or at least a two percent (2%) salary increase, whichever is greater, as applicable in the scale referenced in Appendix ___ - Table 23

Postdoctoral Scholar Experience Based Salary/Stipend Minima

UC Scale		Effective December 1, 2016	
UC Appointment Step for Postdoctoral Scholar Experience Level		Projected NIH/NRSA Stipend for FY 2017	
0 (0-11 months)		\$48,216	
1 (12-23 months)		\$50,316	
2 24-35 months)		\$52,140	
3 (36-47 months)		\$54,228	
4 (48-59 months)		\$56,400	
5 (60-71 months) by exception		\$58,560	

ARTICLE 5 DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

1. The University may discipline or dismiss a Postdoctoral Scholar for just cause.
2. Disciplinary or dismissal actions for just cause must comply with all applicable provisions of this article. Such disciplinary action may take the following forms:
 - a. **Letter of warning** is a written communication that informs the Postdoctoral Scholar of the nature of the inadequate performance or misconduct; the requirements for continuation in the training program; and the probable consequence of continued inadequate performance or misconduct.
 - b. **Suspension** is a University required cessation from work activities for a specified period of time, and includes loss of pay, access to University property and parking and library privileges. For Postdoctoral Scholars in Paid Direct titles, suspension is a debarment from the Postdoctoral Scholar training program for a stated period.
 - c. **Dismissal** is the termination of a Postdoctoral Scholar's appointment initiated by the University, prior to the appointment end date, when the University determines that the Postdoctoral Scholar's conduct or performance does not justify continuation. Normally, dismissal is preceded by at least one Letter of Warning. In situations justified by the seriousness of the misconduct or unsatisfactory performance, the University may proceed to dismissal without written warning.
 - d. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable.
3. At any stage of the discipline or dismissal process, a Postdoctoral Scholar may represent himself or herself, or may be represented, except by a manager, supervisor or confidential employee.
4. The University may take other disciplinary action consistent with extramural funding agency requirements.

B. INVESTIGATORY LEAVE

1. The University may place a Postdoctoral Scholar on investigatory leave with pay without prior written notice in order to review or investigate allegations of misconduct or dereliction of duty, which warrant immediately relieving the Postdoctoral Scholar from all work duties and/or require removing the Postdoctoral Scholar from the premises and securing University resources.
2. Investigatory leave shall not be considered a form of corrective action.
3. The University shall provide the Postdoctoral Scholar and the Union with written confirmation of the terms and reasons for the investigatory leave immediately but no later than one (1) working day after the leave is effective.

C. NOTICE OF INTENT

1. The University shall provide a Postdoctoral Scholar with a written Notice of Intent before initiating the actions of suspension without pay, reduction in salary or stipend, dismissal, or other actions consistent with the requirements of extramural fellowship agencies. No Notice of Intent is required for a written warning. The notice of intent may be delivered to the Postdoctoral Scholar either in person, or by placing the notice in the U.S. Mail, first class postage paid, addressed to the Postdoctoral Scholar at her/his last known address. Whether delivery is made in person or by mail, the notice of intent shall contain a statement of delivery or mailing indicating the date on which the notice of intent was personally delivered or deposited in the U.S. mail. Such date of personal delivery or deposit in the U.S. mail, shall be presumed to be the date of issuance of the notice of intent. The University shall send a copy of the notice of intent to the UAW.
2. The Notice shall state:
 - a. the intended action and the proposed effective date;
 - b. the reason(s) for the intended action, including a description of the inadequate performance or misconduct and any warnings that have been given;
 - c. the Postdoctoral Scholar's right to respond either orally or in writing within fifteen (15) calendar days of the date of issuance of the written Notice of Intent;
 - d. the name of the person to whom the Postdoctoral Scholar should respond.
 - e. the Postdoctoral Scholar's right of representation, including representation by a union representative.
3. In instances where the University is providing the Postdoctoral Scholar with a Notice of Intent to Dismiss, the notice shall also include all documents relied upon by the University in the dismissal action.

D. RESPONSE TO WRITTEN NOTICE OF INTENT

A Postdoctoral Scholar who receives a written Notice of Intent shall be entitled to respond, either orally or in writing, within fifteen (15) calendar days of the date of issuance of the Notice of Intent. A Postdoctoral Scholar's representative may respond to the Notice of Intent on behalf of the Postdoctoral Scholar. The University shall review any timely responses received.

E. NOTICE OF ACTION

If the University determines to institute the discipline or dismissal after reviewing a timely response, if any, the University shall issue a written Notice of Action to the Postdoctoral Scholar.

1. Such notice shall specify the disciplinary or dismissal action taken and its effective date, and the right to appeal the action in accordance with Article 7, Grievance and Arbitration.
 2. The Notice of Action may not include an action more severe than that described in the Notice of Intent.
 3. The University shall place a copy of the Notice of Action in the Postdoctoral Scholar's personnel file.
 4. The University shall send a copy of the notice to the union.
- F.** Independent of the University's right to initiate discipline and/or dismissal under this Article, the extramural agency may terminate the fellowship or source of funding for Postdoctoral Scholar Fellows and/or Paid-Directs pursuant to the policies of the agency.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE PROCEDURE

1. A grievance is a claim by an individual Postdoctoral Scholar, a group of Postdoctoral Scholars or the UAW, that the University has violated a specific provision of this Agreement during the term of this Agreement.
2. A Postdoctoral Scholar may be represented at all stages of the grievance and arbitration procedures. Representation is to be provided by one (1) person, only. However, a University employee designated as managerial, supervisory or confidential by the University shall not represent any Postdoctoral Scholar or group of Postdoctoral Scholars at any step of the Grievance Procedure or in any activity or role provided for in the Grievance Procedure.
3. Resolutions shall be consistent with this Agreement, and shall not be precedential unless agreed to in writing by the parties to this Agreement.
 - a. The University shall provide the UAW with a copy of the grievance and the proposed resolution.
 - b. The University shall not implement the proposed resolution of the grievance until timely receipt and review of the UAW's written comments, if any.
4. Only the UAW has standing to file a grievance on the following:
 - a. A designated campus and/or medical center's failure to provide Postdoctoral Scholar lists in accordance with Article 29, Union Access and Rights, and Article 30, Union Security.
 - b. "Locking out" Postdoctoral Scholars in accordance with Article 14, No Strikes.
 - c. Failure to provide the necessary information to the mailing house as set forth in Article 30, Union Security.
5. **Filing grievances/appeals**
 - a. Grievances must be filed by hand, electronically or by U.S. Mail at the designated campus and/or medical center (UCLA and UCSD) labor relations office at the location where the alleged violation occurred.
 - b. If a grievance or appeal is filed by email, the attachment must be in PDF format or similar electronic document. The Union also agrees that by filing a grievance or appeal by email, all subsequent University responses may be sent by email and shall constitute service of any written response as outlined in this article.
 - 1) Each campus/medical center labor relations office shall notify the Union of the email address where grievances and appeals may be

electronically filed.

- 2) All subsequent University responses may be sent by email to uaw5810@uaw5810.org
 - 3) Filing at the Office of the President may be sent by email to appealagrievance@ucop.edu.
- c. In the event the union alleges a contract violation as a result of an Office of the President action, the grievance shall be filed directly at the Office of the President within 30 days of the day the union knew or should have known of the action giving rise to the grievance. The University shall issue a step 3 response within 45 calendar days from the day the grievance was filed at the Office of the President.
- d. Time Limits - The date of filing shall be the date the grievance is received at the designated campus/medical center labor relations office. Filings received after the close of business shall be deemed filed the next business day. The parties may mutually agree to extend the time limits in advance of the expiration of the time limit and such agreements shall be documented in writing. The time limits and meetings for the processing of grievances shall be in accordance with the steps addressed below:
- e. Step 1 - Informal (optional) grievance Resolution - Before commencing formal grievance processes, the grievant may discuss the grievance with his or her immediate supervisor in a timely manner. Informal resolutions, although final shall not be precedential nor inconsistent with this Agreement.
- 1) If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below.
 - 2) Attempts at informal resolution do not extend the thirty (30) calendar day time limit to file at Step 2.
- f. Step 2 – Formal Grievance Review - A written grievance must be filed as set forth below:
- 1) A written grievance must be received by the designated campus/medical center labor relations office on the grievance form agreed to by the parties (Appendix E) within thirty (30) calendar days from the date on which either the grievant or her/his representative knew or could have been expected to know of the event or action which gave rise to the grievance.
 - 2) The written grievance must contain the following information or the University may consider the grievance ineligible for processing:
 - a) a specific description of the dispute including the name(s) of the affected Postdoctoral Scholars or description of the group of the affected Postdoctoral Scholars,

- b) the facts giving rise to the dispute,
 - c) a listing of the article and section violated,
 - d) a statement as to how the article and section were violated,
 - e) the date(s) of the violation, and
 - f) the requested remedy.
 - 3) At the time the Step 2 grievance is filed, either party may request a meeting prior to the issuance of the Step 2 response. If a meeting is requested, it shall be held within fifteen (15) calendar days of the date on which the Step 2 grievance was filed.
 - 4) The parties may bring individuals to the meeting who have relevant information to present regarding the grievance.
 - 5) The University shall issue a written response to the grievance within fifteen (15) calendar days of the date on which the Step 2 grievance was filed or the date of the Step 2 meeting, whichever is later.
- g. Step 3 – UC Office of the President Review
- 1) If the grievance has not been resolved at Step 2, the grievant and/or her/his representative may file an appeal in writing to the Office of the President. Such appeal must be received by the Office of the President no later than fifteen (15) calendar days after the University's Step 2 response is issued.
 - 2) An appeal to Step 3 shall be accomplished as follows:
 - a) Delivery by U.S. Mail; The U.S. Postal Service Postmark will be used to determine the date of receipt for the Step 3 appeal.
 - b) Hand Delivery: When hand delivered, proof of service must accompany the appeal to step 3. The date of filing will be the date of receipt for hand-delivered appeals or
 - c) Email to AppealAGrievance@ucop.edu.
 - (1) Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.
 - (2) The 'date of filing' for emailed Appeals to Step 3 shall be the date received on the University server, provided that the appeal is received during business hours. If a Step 3 appeal is received

outside of normal business hours, the first following business day will be deemed the filing date of the Appeal to Step 3.

- (3) The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response.

- 3) The subject of the grievance as stated in *Step 2* shall constitute the sole and entire subject matter of the appeal to Step 3.
- 4) The UCOP official or her/his designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the grievant and/or the grievant's representative.
- 5) The UCOP official or her/his designee shall have the authority to settle grievances appealed to Step 3.

6. Failure to comply with the time limits

- a. If the grievant or her/his representative does not comply with a timeline set forth in this Article, the grievance shall be ineligible for further processing.
 - b. If the University does not comply with a timeline set forth in this Article, the grievant or her/his representative has the right to appeal the grievance to the next step of the Grievance procedure in accordance with the timelines provided in this Article.
7. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.
 8. Consolidation Of Grievances - Grievances may be consolidated by written agreement of the University, the grievant and/or the grievant's representative.
 9. Grievance File - Materials generated as a result of the filing of a grievance including the grievance form shall be maintained by the University in a file separate from the Postdoctoral Scholar's personnel file.

B. APPEAL TO ARBITRATION

1. General Provisions

- a. Only the UAW may file an appeal to arbitration and only after the timely exhaustion of the grievance procedure. The written appeal must be signed by an authorized representative of the UAW, filed with the Office of the President - Labor Relations, and must include:
 - 1) the name and address of the UAW representative who is responsible for the appeal to arbitration and to whom all

correspondence relating to the arbitration is to be sent;

- 2) a copy of the completed grievance form; and
- 3) a statement setting forth the unresolved issue(s), the articles of the agreement alleged to have been violated, and the remedy requested.
- 4) An appeal to arbitration may be made in the following ways:
 - a) Hand Delivery: When hand delivered, proof of service must accompany the appeal to arbitration. The date of receipt will be used to determine the date of the appeal for hand-delivered appeals.
 - b) United States Mail: When mailed, the appeal must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of receipt for mailed appeals.
 - c) Email to AppealAGrievance@ucop.edu.
 - (1) Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Arbitration provisions of this Agreement.
 - (2) The 'date of filing' for emailed Appeals to Arbitration shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal to Arbitration is received outside of normal business hours, the following business day will be deemed the filing date of the Appeal to Step 3.
 - (3) The University shall acknowledge receipt of the Union's Appeal to Arbitration through a computer-generated, automatic email response.
- b. Appeals to Arbitration that are not processed within the time limit in §B. 2.a., below are ineligible for arbitration.
- c. If a grievance is not appealed to arbitration, the University's Step 3 response shall be final. If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, the University's Step 3 response will be final.

2. Time Limits

- a. The written appeal to arbitration must be received by the Office of the President within forty-five (45) calendar days of the date on which the University issued its Step 3 response, or within forty-five (45) calendar

days of the final date on which the University's response was due if no response was issued.

- b. Within fifteen (15) calendar days of the postmark or date of personal delivery, the University shall mail to the union an acknowledgment of the receipt of the appeal and the identity of the University official to whom all relevant correspondence should be directed.

3. Selection of the Arbitrator

- a. The UAW representative shall contact the designated University official within thirty (30) calendar days of the appeal to arbitration in order to select an arbitrator from the panels set forth in Appendix F. The arbitrator shall be selected within forty-five (45) calendar days from the date of the appeal. Failure to contact the designated University official within the established time frame will be considered as a withdrawal of the appeal to arbitration.
- b. If the parties cannot agree to an arbitrator from the panels, the parties shall alternately strike one name each from the list of Northern and/or Southern panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.
- c. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.

4. Bifurcation

- a. The arbitration process shall be bifurcated where the University asserts that there are procedural (e.g., timeliness, standing) and/or arbitrability issues that preclude the UAW from proceeding to a hearing on the merits of the claim.
- b. When practicable, the University shall inform the UAW in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator or at least forty-five (45) days prior to the scheduled arbitration. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) on the merits of the claim, except as provided in §B.4.c., below. If possible, after an arbitrator is selected, the dates for the arbitrability hearing and the hearing on the merits shall be scheduled at the same time. Unless the parties agree otherwise, the arbitrator shall issue a bench decision on the issue of arbitrability.
- c. In the event the University fails to notify the UAW that it is asserting the issue of arbitrability in accordance with the provisions of §B.4.b., above, a single hearing on the issue of arbitrability and the merits will be held. If the arbitrator finds the grievance to be not arbitrable, the substantive facts

of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, a new arbitrator shall be selected and the hearing shall proceed to the substantive issues raised.

5. International Grievants Who Are Dismissed

In recognition of the large number of international Postdoctoral Scholars in the bargaining unit, the University and the UAW agree to the provisions of this Section.

- a. If the grievant was required to leave the country prior to the arbitration hearing due to a change in visa status as a result of the grieved action, but elects to participate in person on a travel visa, the University will assist in sponsoring the travel visa if necessary,
- b. If the arbitrator makes the determination that the grievant was not dismissed for just cause, the University shall reimburse for actual travel costs incurred, for the grievant only, to appear at the hearing. Such reimbursement shall be limited to a travel visa and airfare, in accordance with University Travel Policy.
- c. If the arbitrator upholds the dismissal, the union shall be responsible for reimbursement of travel costs to the grievant.

6. Procedural/Evidentiary Issues At Hearing

- a. Prior to the arbitration hearing, the UAW and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. At least seven (7) calendar days prior to the arbitration the parties shall exchange lists of known witnesses.
- b. During the hearing the parties shall have the opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. If the grievant cannot testify in person, the grievant may testify through electronic means. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step 3 of the grievance procedure.
- c. Upon request by either party but not upon his/her own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.
- d. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.
- e. In all cases appealed to arbitration except for actions taken pursuant to Article 5, Discipline and Dismissal, the UAW shall have the burden of proceeding.

- 7. Scope Of Arbitrator's Authority** The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the

close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

- a. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the Postdoctoral Scholars. The University will not be liable for back wages or other monetary reimbursement for:
 - 1) any period of time during which an extension of the time limits has been granted at the request of the UAW;
 - 2) any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.
- b. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally born by the parties. Costs for transcripts requested by only one party, shall be born by the requesting party.
- c. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

8. **Extension Of Time Limits** - Time limits set forth in this article may be extended only by agreement of the parties in writing.

9. **Pay Status**

- a. The University and the UAW shall establish a reasonable schedule for the arbitration proceedings. The UAW shall provide the names of witnesses in advance in order to facilitate the University's provision of release time in accordance with §B.8.b., below.
- b. The Postdoctoral Scholar grievant(s) shall be in a without-loss-of-pay-status for the entire arbitration hearing. Postdoctoral Scholar witnesses will be in a without-loss-of-pay-status for travel to and from the arbitration hearing, for time actually giving testimony or waiting to give testimony, at

the hearing. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing. Participants shall travel to/from the hearing via the most expeditious method of transportation available.

- c. No more than one (1) Postdoctoral Scholar representative shall be in without-loss-of-pay-status for an arbitration hearing.
- d. The University shall not be responsible for any lodging, travel expenses or other expenses incurred by a grievant, witnesses, employee or UAW representatives with regard to the union's presentation in the arbitration hearing.

10. Arbitrator Panel

The parties agree that there will be a Northern standing panel of thirteen (13) arbitrators and Southern standing panel of thirteen (13) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article. Such panels are listed in Appendix F.

C. NONDISCRIMINATION ACKNOWLEDGMENT AND WAIVER

- 1. If the UAW appeals a grievance to arbitration that contains allegations of a violation of Nondiscrimination but does not allege violation of another Article that is arbitrable, the Union's notice must include an Acknowledgment and Waiver Form signed by the affected Postdoctoral Scholar. The Acknowledgment and Waiver Form will reflect
 - a. that the Postdoctoral Scholar has elected to pursue arbitration as the exclusive forum for the claim and
 - b. that the Postdoctoral Scholar understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums.
- 2. The timeline to appeal to arbitration set forth in this Article will be extended by thirty (30) calendar days for such grievance to enable the Postdoctoral Scholar to make an informed choice.

ARTICLE 7 HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. The University and the UAW acknowledge that promoting and maintaining a safe and healthy workplace is the responsibility of both parties.
2. The University shall make reasonable attempts to furnish and maintain safe working conditions in the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established campus/medical center/laboratory health and safety policies and procedures. Nothing shall preclude the University from establishing safety standards above minimum safety requirements.
3. All postdoctoral scholars have an obligation and responsibility to complete and sign off on all required safety training and retraining within campus guidelines. List(s) of required training classes shall be provided to the postdoctoral scholar at the time of hiring. Non-compliance may result in discipline up to and including the termination of appointment.
4. The University shall not retaliate against any Postdoctoral Scholar for identifying, and/or expressing concerns about safety-related issues.
5. Safety-related issues include but are not limited to: chemical and biological hazards, emergency response, ergonomic risks, radiation, lasers, magnetic fields, nano-particle exposure, and fall hazards.
6. Safety is an essential consideration in Postdoctoral Scholars' task design and the effectiveness of the safety procedures shall match, as closely as possible, the estimated short-and long-term risks associated with the task.
7. In the event a Postdoctoral Scholar alleges that the physical work place has caused mental or emotional reactions to the work environment, or that s/he has developed physical reactions arising from mental or emotional reactions to or perceptions of the work environment, the University's sole obligation under this Article is to review the allegations and mitigate the physical hazards, if any, in accordance with the provisions of this Article.
8. The following provisions apply to situations when a Cal-OSHA inspector conducts a compliance investigation at a laboratory or work area. The parties acknowledge that Cal-OSHA has the right to inspect University facilities unannounced.
 - a. When the Cal-OSHA inspector arrives to inspect a worksite in which Postdoctoral Scholars are located, Union representative has a right to be present at the opening conference and to accompany the inspector during the walkaround inspection.
 - b. When a Postdoctoral Scholar in a laboratory or work area, is aware of a Cal-OSHA compliance inspection related to a Postdoctoral Scholar in that laboratory or work area, the supervisor will not unreasonably deny an authorized Postdoctoral Scholar representative's request to accompany

the Cal-OSHA inspector on the walkaround. No more than one Postdoctoral Scholar need be granted participation in walkaround.

- c. A Cal-OSHA inspector may talk with the Postdoctoral Scholars who s/he deems necessary in the conduct of a Cal-OSHA investigation.
9. The parties agree to the following provisions in an effort to address the Union's ability to join an inspector an Inspector during compliance reviews and walkarounds.
- a. The parties agree that the Union will provide the University with a list of Union representatives that the University may contact. The University will attempt to contact the representatives on the list as soon as practicable following Cal-OSHA's announcement of an inspection.
 - b. In the case of an unannounced Cal-OSHA inspection, the Union Representative(s) must respond to the University's contact effort in time to participate in the inspection.
10. Within a reasonable time following a written request by the Union, the University EH&S Office will provide the UAW with copies of EH&S inspection reports related to work sites of Postdoctoral Scholars. The University may charge the Union for the reasonable costs associated with the provision of such materials if providing the materials is burdensome.

B. HEALTH & SAFETY TRAINING

1. On an ongoing basis, the University shall provide training and information about the University's health and safety programs. Postdoctoral Scholars shall take all required training based on the requirements of the Laboratory/workplace. Training includes information about:
- a. the health and safety protocols and emergency procedures associated with the Postdoctoral Scholars research and, where applicable, known specific hazards associated with the Postdoctoral Scholar's research,
 - b. the health and safety rights and responsibilities of both the employer and the Postdoctoral Scholar, and
 - c. the procedures available to Postdoctoral Scholars to abate or report any unsafe or unhealthy working conditions.
2. The University will provide relevant training/information for reasonably foreseeable hazards that are related to exploratory research, and for tasks/procedures known to have associated safety risks.
3. The University shall document training that is provided to Postdoctoral Scholars.

C. ASSIGNMENTS

1. The normal course of a Postdoctoral Scholar's research may include activities, substances, or procedures that may be considered hazardous.

2. In the event a Postdoctoral Scholar believes s/he has been assigned research that is hazardous, or research that requires additional training and/or equipment, the Postdoctoral Scholar shall immediately inform her/his supervisor of the components of the assignment that s/he believes to be hazardous or dangerous. The University shall ensure the additional training is available and equipment is provided prior to the Postdoctoral Scholar engaging in those tasks and/or assignments. The Postdoctoral Scholar shall adhere to training and retraining requirements, as stated in §A and B above. Nothing in this provision shall limit the Postdoctoral Scholar's option to EH&S.
 - a. In attempting to resolve the Postdoctoral Scholar's claim, the supervisor, may provide necessary training/instruction, protective equipment or hazard abatement, or may make workplace task performance and/or task assignment changes to remediate the Postdoctoral Scholar's concerns.
 - b. At any time after the supervisor has been informed of the hazardous assignment, the supervisor or the Postdoctoral Scholar may contact a University EH&S professional for participation in task evaluation.
3. A Postdoctoral Scholar who has complied with the procedures in §2, above, has the right to refuse hazardous tasks, while the University is investigating or remedying her/his concern.
4. If the supervisor does not provide the training/instruction or does not make assignment changes, s/he shall have the Postdoctoral Scholar's claim assessed by a University EH&S professional person responsible for the assessment of health and safety conditions before the Postdoctoral Scholar is required to continue with the task. If, in the assessment of the University EH&S professional, the assignment requires additional training/instruction or other remedies, the supervisor shall follow campus/medical center procedures to remedy the situation prior to assigning the work to the Postdoctoral Scholar. Once the University makes the modifications that remedy the situation as required by the University EH&S professional, the Postdoctoral Scholar may be required to perform the work.
5. If, in the assessment of the University EH&S professional, the assignment is within the scope of the Postdoctoral Scholars training and knowledge or that the University's safety policies and procedures are met, the supervisor may require the Postdoctoral Scholar to perform the assignment. Alternatively, the supervisor may assign the affected Postdoctoral Scholar to other available work consistent with the work usually performed by the Postdoctoral Scholar or may assign another qualified Postdoctoral Scholar to perform the assignment.

D. LABOR MANAGEMENT COMMITTEE

1. Specific and/or general campus/medical center health and safety concerns may be raised by contacting the campus EH&S Office at any time.
2. In addition, the University and the UAW agree to address Health & Safety matters in scheduled campus labor/management meetings.
 - a. Such meetings shall be scheduled at least twice per year.

- b. Thirty (30) calendar days prior to the meeting the University and the UAW shall exchange agenda items each party wants to discuss, and the names of the Postdoctoral Scholars whom the UAW has selected to attend. In the event neither party identifies agenda items by the 30-day period, the meeting may be cancelled.
- c. Each party shall designate a person to serve as Co-chair for the meetings. The Co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and individuals necessary to conduct an informed meeting. Each party's Co-chair will communicate any cost and/or burden associated with providing the requested information as soon as such cost/burden is known.
- d. The campus shall provide release time for one Postdoctoral Scholar per 400 Postdoctoral Scholars at the campus, to attend the meeting. Campuses with fewer than 400 Postdoctoral Scholars shall provide release time for one Postdoctoral Scholar at the campus or major portion thereof to attend the meeting. A University EH&S professional will attend the Labor/Management meeting.

E. INFORMATION AND TESTS

- 1. The University will maintain the material safety data sheet (MSDS) and other safe operating procedure (SOP) documents received from the vendor, unless the latest version of the MSDS is already available. The University shall maintain such information, in paper or electronic form. These sheets pertaining to chemicals, substances and equipment used at the work area of a Postdoctoral Scholar shall be made available to the Postdoctoral Scholar prior to her/his commencing to work with the substance, chemical or equipment, or to the UAW on request.
- 2. The University shall provide to affected Postdoctoral Scholar(s) access to existing data regarding toxic chemicals, seismic safety and asbestos reports, as required by state and federal law. Postdoctoral Scholars may request safety records relevant to their own safety or health. Such existing data and/or safety records shall be readily available and provided to the Union or Postdoctoral Scholar within a reasonable time following a request.
- 3. In the case of a suspected outbreak of a communicable disease or nuclear, biological, or chemical contamination and when the University requires testing for such communicable disease or contamination of patients and/or Postdoctoral Scholars the University shall offer such tests for Postdoctoral Scholars within the appropriate affected work areas at no cost to the Postdoctoral Scholars.

F. PROTECTIVE CLOTHING AND EQUIPMENT

- 1. **General Provisions** - Protective work clothing is attire worn over or in place of regular clothing to protect the Postdoctoral Scholar's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Safety equipment protects the Postdoctoral Scholar and includes head covers, gloves, goggles,

prescription safety glasses, and safety shoes. Protective work clothing, including required protective equipment and other required safety equipment, is provided by the University.

2. At the request of the Postdoctoral Scholar, the University shall review the need to provide additional safety equipment.
3. When a MSDS or SOP provides that certain safety equipment (for example, but not limited, to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required safety equipment shall be reasonably accessible to the Postdoctoral Scholars who are required, as part of their job duties, to use that hazardous substance. Upon review of an operation involving a hazardous substance and with the agreement from a University EH&S professional, safety equipment requirements may be tailored in a manner not stipulated in the MSDS.
4. **Replacement** - Protective work clothing and safety equipment, except prescription lenses and sized safety shoes, which were provided to a Postdoctoral Scholar by the University for use on the job, shall be returned upon completion of the assignment. University-provided items lost or damaged due to Postdoctoral Scholar negligence shall be replaced at the Postdoctoral Scholar's expense. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. A Postdoctoral Scholar required to wear prescription safety glasses will be responsible for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

G. COMPLIANCE

The University and the UAW agree that the University's choice of response to achieve compliance with this article or the specifics of any arbitrator's award may be contingent upon the availability of funds. When the University states that it cannot implement a workplace change to comply with an arbitrator's award due to the unavailability of funds, the University may choose to reassign the Postdoctoral Scholar, relocate the research activity and/or curtail the research and/or assignment. If the Union believes the University's alternate remedy violates the agreement, it may immediately appeal to the arbitrator who shall retain jurisdiction to review the alternate remedy.

ARTICLE 8 HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

1. January 1st (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr. Day)
3. Third Monday in February, or announced equivalent (President's Day)
4. Last Friday in March or announced equivalent (Cesar Chavez Day)
5. Last Monday in May (Memorial Day Observance)
6. Fourth of July (Independence Day)
7. First Monday in September (Labor Day)
8. November 11th (Veterans' Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Friday following Thanksgiving Day (or announced equivalent)
11. December 24, or announced equivalent (Christmas Eve)
12. December 25 (Christmas Day)
13. December 31, or announced equivalent (New Year's Eve)

Official holidays are those holidays as set forth annually in the campus calendar. Unless the University designates an alternate day, when a holiday falls on a Saturday, the preceding Friday is observed as the holiday; and when a holiday falls on Sunday, the following Monday is observed as the holiday.

B. COMPENSATION FOR HOLIDAYS WORKED

When operational needs require, the supervisor may schedule Postdoctoral Scholars to work on University holidays. In such instance(s), Postdoctoral Scholars shall receive an alternate day off for each holiday worked. The Postdoctoral Scholar may request specific dates to be used as alternate days off. The supervisor shall not unreasonably deny such requests.

C. RELIGIOUS OBSERVANCE

A Postdoctoral Scholar may observe special or religious holidays by using personal time off, as described in Article 17 or by working an alternate day, if the University determines that work schedules permit. The supervisor shall not unreasonably deny such requests.

ARTICLE 9
INDIVIDUAL DEVELOPMENT PLANS AND PROGRESS ASSESSMENTS

A. INDIVIDUAL DEVELOPMENT PLAN

1. An individual development plan (IDP) provides a planning process that identifies the Postdoctoral Scholar's general individual research goals, professional development and career objectives. It may also serve as a link to the supervisor's research goal, and thus serves as a communication tool between a Postdoctoral Scholar and her/his supervisor. For the purposes of this Article, supervisor may be an appropriate designee approved by the Postdoctoral Scholar's supervisor. In addition to the Postdoctoral Scholar's supervisor, the Postdoctoral Scholar may consult with additional career mentors in the development of an IDP.
2. Postdoctoral Scholars may elect to develop an IDP. The Postdoctoral Scholar shall follow the process outlined below:
 - a. When developing an IDP the Postdoctoral Scholar may discuss her/his research goals, general professional development needs, and career objectives with the supervisor and any additional career mentor(s).
 - b. In the event a Postdoctoral Scholar desires a written IDP, s/he will normally conduct a self assessment and discuss opportunities with her/his supervisor and any additional career mentor(s). The Postdoctoral Scholar may then submit a written draft of the IDP to the supervisor for discussion.
 - c. The supervisor will share her/his knowledge about available development opportunities with the Postdoctoral Scholar, will review the IDP and provide advice about possible revisions as needed.
 - d. When implementing the plan, if the Postdoctoral Scholar believes the plan requires revision, s/he will follow the process outlined in §A.2.a., above. Goals may change based on evolving research needs.
 - e. The Postdoctoral Scholar and the supervisor may engage in ongoing discussions regarding the IDP.

B. PROGRESS ASSESSMENTS

1. A Progress Assessment is an evaluation of the Postdoctoral Scholar's progress and accomplishment in research and professional development.
2. Within a reasonable time after the beginning of each appointment, the supervisor, or in limited circumstances her/his appropriate academic designee, will communicate the supervisor's research and progress expectations for the coming year. These expectations may include those components in an IDP that are directly related to the research assignment for that year.
3. A Postdoctoral Scholar may request that the goals and expectations on which s/he will be assessed be provided to her/him in writing. in such circumstances:

- a. The Postdoctoral Scholar shall submit a written draft of the discussed goals and expectations as provided in §B.2., above, to the supervisor for review.
 - b. The supervisor will provide the Postdoctoral Scholar with the final goals and expectations upon which the Postdoctoral Scholar's progress will be based.
 - 4. **Periodic Reviews** - The supervisor and the Postdoctoral Scholar shall periodically engage in informal oral Progress Assessments during her/his appointment. In these assessments, the supervisor and the Postdoctoral Scholar generally discuss the Postdoctoral Scholar's recent research progress and overall research objectives. The structure of the Progress Assessment may vary with the discipline.
 - 5. **Annual Review** - The supervisor shall provide the Postdoctoral Scholar with at least one written review per 12-month period. This Annual Review is a comprehensive assessment of the Postdoctoral Scholar's research progress and achievements, and her/his professional development during the previous year. The supervisor may utilize an independently developed or a pre-established form when conducting the Annual Review.
- C. The contents of Individual Development Plans, Progress Assessments and Annual Reviews are not grievable. However, if a Postdoctoral Scholar believes the assessment or the review contains factually incorrect statements, s/he may grieve those factual inaccuracies. In the event the Postdoctoral Scholar disagrees with the substantive aspects of the evaluation, s/he may file an addendum to her/his personnel file and/or discuss it with the Department Chair or Unit Director.

ARTICLE 10
LABOR-MANAGEMENT MEETINGS

A. LABOR-MANAGEMENT MEETINGS

1. The University and UAW shall engage in University-wide Labor-Management meetings for the purpose of reviewing and devising ways to address on-going need of Postdoctoral Scholars for the mutual benefit of Postdoctoral Scholars and the University, and to make recommendations to appropriate University officials. The parties agree to meet, following the written request of either party, on a quarterly basis. The parties may agree to additional meetings.
2. Each party shall designate a person to serve as Co-chair for the meetings. The Co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and individuals necessary to conduct an informed meeting. Each party's Co-chair will communicate any cost and/or burden associated with providing the requested information as soon as such cost/burden is known.
3. Agenda items not specified at least seven (7) calendar days prior to the scheduled date of the meeting, need not be responded to at the meeting. Appropriate agenda items for Labor-Management meetings include:
 - a. administration of the Agreement;
 - b. dissemination of general information of interest to the parties;
 - c. health and safety matters regarding bargaining unit employees;
 - d. health care benefits matters of interest to the parties;
 - e. professional development issues;
 - f. leaves of absence
 - g. issues of interest to international Postdoctoral Scholars;
 - h. childcare issues; and
 - i. extramural funding agencies guidelines pertaining to issues such as leaves applicable to postdoctoral scholars.

B. RELEASE TIME

1. The UAW may designate up to four (4) Postdoctoral Scholars to attend each scheduled one-day Labor-Management meeting. The University shall not unreasonably deny these Postdoctoral Scholars release from work provided:
 - a. the designated Postdoctoral Scholars provide at least seven (7) calendar days notice of the need to be absent from the work site;
 - b. the designated Postdoctoral Scholars work with their supervisor to ensure completion of research requirements.
2. The parties may agree to allow additional Postdoctoral Scholars to attend the meetings, provided the Postdoctoral Scholars comply with the provisions in §B.1., above.
3. Any travel and subsistence incurred by the employee(s) attending the meeting(s) shall be the responsibility of the Postdoctoral Scholars or UAW.

ARTICLE 11 LAYOFF

- A.** The University shall have sole discretion to determine when layoffs shall occur. Layoff is defined as an involuntary separation, or a reduction in percent effort or duration of appointment for a Postdoctoral Scholar prior to the established appointment end date as a result of appropriate funding becoming unavailable.
- B.** In the event of layoff the University shall provide written notification to the Postdoctoral Scholar. Such notice shall be provided at least thirty (30) calendar days in advance of the effective date of the layoff.
 - 1. In the event thirty (30) day's notice cannot be provided, the University shall provide the laid off Postdoctoral Scholar pay in lieu of notice for the portion of the thirty (30) days for which notice was not provided.
 - 2. The University shall provide a copy of the layoff notice to the UAW within five (5) working days of providing the layoff notice to the Postdoctoral Scholar.
- C.** In the event the funding is restored or the termination of the research project is reversed within the time that the current appointment period would have been in place, the Postdoctoral Scholar shall have her/his appointment restored when the funding/work is restored.
- D.** In order to mitigate the effects of a layoff, the University will provide advice to the Postdoctoral Scholar in finding an alternate Postdoctoral Scholar appointment for which s/he is qualified.
- E.** A Postdoctoral Scholar who is subject to layoff may request that the University supply a written statement concerning the unavailability of appropriate funding that is the reason for the layoff.

ARTICLE 12 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

Subject to the provisions of this Article, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University. Approved leaves do not continue beyond the predetermined end date of the Postdoctoral Scholar's appointment.

1. Definitions

- a. Non-medical leaves of absence, with or without pay, include: certain Family and Medical Leaves (leave to care for a family member with a serious health condition, Parental Leave, Military Caregiver Leave, and Qualifying Exigency Leave), leave for jury duty, military leave, leave for professional meetings, Personal Leave, and leave for service to Governmental agencies.
- b. Medical Leaves with or without pay, include Pregnancy Disability Leave, Family and Medical Leave taken for the Postdoctoral Scholar's own serious health condition and Disability Leave.
- c. FMLA is the federal Family and Medical Leave Act of 1993.
- d. CFRA is the California Family Rights Act of 1995.
- e. For the purposes of this Article, a day means a scheduled work day.

2. Disability Insurance Coverage

- a. **Short Term Disability:** The plan shall pay a weekly benefit equal to 70% of the Postdoctoral Scholar's weekly earnings, up to the maximum allowed by the PSBP Short Term Disability Plan.
- b. Voluntary Long Term Disability: Postdoctoral Scholars may supplement short term disability coverage by purchasing long term disability insurance.
- c. **For Postdoctoral Scholars Eligible for Family and Medical Leave (FML)**
 - 1) Postdoctoral Scholars who have a certified disability during the period of their appointment receive Short-Term Disability payments for up to six months as a result of being enrolled in the UC Postdoctoral Scholar Benefits Plan Short-Term Disability Program.
 - 2) During the period of disability, the Postdoctoral Scholar receives medical plan coverage but no vision or dental. However, Postdoctoral Scholar eligible for FML shall receive vision and dental coverage during FML in accordance with §B.9.
 - 3) If a Postdoctoral Scholar who is eligible for FML takes such a leave for their own serious health condition (as defined in §B.1.e below), the absence from work shall be deducted from the Postdoctoral Scholar's FML entitlement.
- d. **For Postdoctoral Scholars Not Eligible for FML**
 - 1) Postdoctoral Scholars who have a certified disability during the period of their appointment receive Short-Term Disability payments for up to six months as a result of being enrolled in the UC Postdoctoral Scholar Benefits Plan Short-Term Disability Program.
 - 2) During the period of disability, the Postdoctoral Scholar receives medical plan coverage, but no vision or dental.

3. **Benefit Eligibility While On Leave Without Pay**
 - a. **Special Health Benefit Eligibility For FML** – An eligible Postdoctoral Scholar shall have University-provided health benefits continued for the period of the FML in accordance with §B.9 of this Article.
 - b. **Other Benefit Eligibility** - An eligible Postdoctoral Scholar on approved leave without pay may elect to continue University-sponsored insurance coverages (as determined by plan documents or regulation(s)) for the period of the leave by remitting the entire premium amount due for the period of the approved leave, in accordance with the provisions of the applicable plan(s).
4. An approved leave without pay is not considered a break in service.
5. **Requests For Leave** - Except as provided under §B.3, FML Notification, §I.8. Military Caregiver Leave, §J.1.j. Qualifying Exigency Leave, and §K.1.c. Military Spouse/Domestic Partner Leave, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required.
6. **Duration** - The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted. The University shall provide the Postdoctoral Scholar with written confirmation of such dates in accordance with the provisions of this Article.
7. **Return To Work**
 - a. A Postdoctoral Scholar who has been granted an approved leave with or without pay shall be reinstated to the same or similar position to which the Postdoctoral Scholar was appointed if the return date is during the term of the appointment. If the position held has been abolished or affected by layoff during the leave, the Postdoctoral Scholar shall be afforded the same considerations that would have been afforded had that Postdoctoral Scholar been on pay status when the position was abolished or affected by layoff. The exceptions to this section are return to work from Pregnancy Disability Leave, FML Leave and Military Leave.
 - b. Failure to provide a required medical release to return to work, as set forth in §B.5., may result in the delay of reinstatement until the Postdoctoral Scholar submits the required medical release certification.

B. FAMILY AND MEDICAL LEAVE (FML)

The provisions of this §B., and the terminology used in §B.1., apply only to Postdoctoral Scholars who are eligible for FML under FMLA and/or CFRA. Postdoctoral Scholars who do not meet FMLA and/or CFRA eligibility requirements may receive leave for purposes described in this section by applying for a Personal Leave of Absence, in accordance with §D. The same notification and certification requirements apply to Personal Leaves requested for the purposes described in this §B.

1. **Definitions**
 - a. Family and Medical Leave (FML) is defined as a qualifying leave taken for any of the following six (6) reasons:
 - 1) Leave due to the Postdoctoral Scholar's own serious health condition.
 - 2) Leave taken by the Postdoctoral Scholar to care for a family member, as defined in §B.1.b. below, with a serious health condition.

- 3) **Parental Leave**, which is leave to bond with the Postdoctoral Scholar's newborn or newly placed child, as described in §B.8. below.
 - 4) **Pregnancy Disability Leave**, as described in §C. below, when the Postdoctoral Scholar is also eligible for leave under the FMLA.
 - 5) **Military Caregiver Leave**, as discussed in greater detail below in §I below.
 - 6) **Qualifying Exigency Leave**, as discussed in greater detail below in §J below.
- b. **A Family Member** for the purposes of FML taken to care for a family member with a serious health condition is the Postdoctoral Scholar's parent, child, spouse, or domestic partner. Child means the Postdoctoral Scholar's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the Postdoctoral Scholar stands in loco parentis, who is under 18 years of age or incapable of self-care because of a mental or physical disability. Parent includes the Postdoctoral Scholar's biological parent, foster parent, adoptive parent, stepparent, legal guardian, or an individual who stood in loco parentis to the Postdoctoral Scholar when the Postdoctoral Scholar was a child. Spouse includes same or opposite sex spouse. Domestic partner includes same or opposite sex domestic partner.
 - c. **A Serious Health Condition For The Purposes Of FML** taken to care for a family member is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (as defined in B.1.d.1. below) or continuing treatment (as defined in B.1.d.3. below) and that warrants the participation of the Postdoctoral Scholar to provide supervision or care (which may include psychological care or comfort) during the period of treatment or incapacity (as defined in B.1.d.2. below).
 - d. **The Postdoctoral Scholar's Own Serious Health Condition** is an illness, injury, impairment, or physical or mental condition that renders the Postdoctoral Scholar unable to perform any one or all of the essential functions of the Postdoctoral Scholar's position and involves either inpatient care or continuing treatment.
 - 1) Inpatient care means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - 2) Incapacity means the inability to work, attend school, or perform other regularly daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - 3) Continuing treatment means ongoing treatment or supervision by a health care provider.
 - e. **A Health Care Provider** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State or other jurisdiction in which the doctor practices, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of their duties, or Christian Science practitioner or any health care provider that the Postdoctoral Scholar's health plan carrier recognizes for purposes of payment.

- f. **1,250 Hours Of Actual Service** means time actually spent at work and does not include any paid time off or Sick Leave, nor does it include time paid for holidays not worked. For Postdoctoral Scholars granted military leave, all hours that would have been worked had the Postdoctoral Scholar not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

2. **Eligibility Criteria And Duration**

- a. Except as set forth in this section, Postdoctoral Scholars who have at least twelve (12) cumulative months of University service and have at least 1,250 hours of actual service during the twelve (12) month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of twelve (12) workweeks of FML in the calendar year. For Military Caregiver Leaves the maximum entitlement is twenty-six (26) workweeks in a single 12-month period, as defined in §I.3.g. below. For Pregnancy Disability Leave, the maximum entitlement is four (4) months per pregnancy. A Postdoctoral Scholar who has been employed at the University of California for one year or more at 60% or more will be presumed to have the 1,250 hours, unless the University demonstrates that the Postdoctoral Scholar does not have the requisite 1,250 hours. For the purposes of this Article and Section only, all prior University service, including service with the UC-managed Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement.
- b. FML is unpaid leave, except as otherwise provided in this Article.
 - 1) Except as set forth below, time off used for FML purposes, including Work Incurred Injury and Illness leave that qualifies as FML, shall be deducted from the Postdoctoral Scholar's twelve (12) workweek FML maximum entitlement. For Military Caregiver Leave, the maximum entitlement is twenty-six (26) workweeks in a single 12-month leave period, as defined in §I.3.g. below. For Pregnancy Disability Leave, the maximum entitlement is four (4) months per pregnancy.
 - 2) FML shall not exceed twelve (12) workweeks in any calendar year, except in the case of Military Caregiver Leave, Pregnancy Disability Leave, or combined leaves for Pregnancy Disability Leave and Parental Leave.
 - 3) If the Postdoctoral Scholar has exhausted their entitlement to FML, or is otherwise ineligible for FML, the University may approve a leave to cover the absence from work for verifiable medical reasons as referenced in §D.

3. **FML Notification**

- a. If the Postdoctoral Scholar learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the Postdoctoral Scholar shall give the University at least thirty (30) calendar days' notice of the need for leave. A Postdoctoral Scholar who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for the delay may have the FML delayed until thirty (30) days after the date on which the Postdoctoral Scholar provides notice.
 - 1) If the need for FML is foreseeable due to the planned medical treatment of the Postdoctoral Scholar or that of their family member, the Postdoctoral Scholar shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.
 - 2) If the need for FML is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the Postdoctoral Scholar Sick Leave shall provide the University with as much notice as possible.

- b. The University shall determine whether the Postdoctoral Scholar meets the eligibility requirements to qualify for FML and shall, within five days of that determination, notify the Postdoctoral Scholar whether the Postdoctoral Scholar is eligible for FML. The designation notice shall include the start date of the leave, the anticipated return date from the leave, and other terms of the leave. If the leave is being denied, the designation will so indicate.
- c. Extensions to the FML, up to the applicable aggregate maximum for the calendar year may be granted in accordance with §B.4.e.

4. **Certification**

a. **For FML taken due to the Postdoctoral Scholar's Own Serious Health Condition**

When FML is requested for the Postdoctoral Scholar's own serious health condition, the University may, at its discretion, require that Postdoctoral Scholar's request for leave be supported by written certification issued by the Postdoctoral Scholar's health care provider. When certification is required by the University, such requirement shall be made to the Postdoctoral Scholar in writing. Certification may be provided by the Postdoctoral Scholar on a form given to the Postdoctoral Scholar by the University and shall be provided within fifteen (15) calendar days following the University's request. Regardless of the format in which it is provided, the certification shall include:

- 1) certification that the Postdoctoral Scholar has a serious health condition as defined in §B.1.d., above, and
- 2) a statement as to whether the Postdoctoral Scholar is unable to perform one or more of the essential assigned functions of their position due to the serious health condition and
- 3) the date on which the Postdoctoral Scholar's serious health condition began, if known, the probable duration of the condition, and the Postdoctoral Scholar's probable date of return, and
- 4) whether it will be medically necessary for the Postdoctoral Scholar to take leave intermittently or to work on a reduced work schedule, and if so, the probable frequency and duration of the Postdoctoral Scholar's need for leave.

b. **For FML taken to care for the Postdoctoral Scholar's Family Member** - When a Postdoctoral Scholar requests FML to care for a family member with a serious health condition, the University may, at its discretion, require that a Postdoctoral Scholar's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be made to the Postdoctoral Scholar in writing. Certification may be provided by the Postdoctoral Scholar on a form given to the Postdoctoral Scholar by the University and shall be provided within fifteen (15) calendar days following the University's request. Regardless of the format in which it is provided, the certification shall include:

- 1) certification that the Postdoctoral Scholar's family member has a serious health condition as defined in §B.1.c., above, and
- 2) a statement that the family member's serious health condition warrants the participation of the Postdoctoral Scholar to provide supervision or care (which may include psychological care or comfort) during the period of treatment or incapacity, and

- 3) whether it is medically necessary for the Postdoctoral Scholar to take leave intermittently or on a reduced work schedule to care for the family member and the probable frequency and duration of the Postdoctoral Scholar's need for leave to provide such care.
- c. **Confirmation of Family Relationship** – The University may require a Postdoctoral Scholar requesting FML to care for a family member with a serious health condition or requesting FML as Parental Leave, Military Caregiver Leave, or Qualifying Exigency Leave to provide a declaration confirming the familial relationship. The University may, at its sole discretion, delay or deny a request for leave, or discontinue a leave which is in progress, if the Postdoctoral Scholar fails to provide this declaration within fifteen (15) calendar days of the University's request.
- d. **Questioned Medical Opinions** – If the University has a good faith, objective reason to doubt the validity of the Postdoctoral Scholar's certification for their own serious health condition, the University may require that the Postdoctoral Scholar obtain a second medical opinion from a second health care provider selected by the University.
 - 1) Should the second medical opinion differ from the opinion of the Postdoctoral Scholar's own health care provider, the University may require a third medical opinion from a third health care provider, jointly agreed to by the Postdoctoral Scholar and the University.
 - 2) The University shall bear the cost of the second and third opinions, and the third opinion shall be final and binding.
 - 3) The second medical opinion shall be in the same format as the original certification. No medical records may be required to be released to the University, although a limited release of the medical records between the two health care providers may be necessary. Upon request, the University will provide a copy of the second and, if applicable, third medical opinion to the Postdoctoral Scholar at no cost.
- e. **Additional Certification and/or Recertification** – If additional leave is requested or should the circumstances of the leave change, the University may require that the Postdoctoral Scholar obtain recertification. Such requests for subsequent certification and/or recertification may be either verbal or in writing.
 - 1) If the University requires certification and/or re-certification the Postdoctoral Scholar shall return the certification within fifteen (15) calendar days of the University's request, where practicable.
 - 2) The University may deny or delay a request for an extension or change in the leave until the Postdoctoral Scholar provides the required certification.
- f. **Failure to Provide a Complete and Sufficient Certification and/or Recertification** – If the Postdoctoral Scholar fails to provide a complete and sufficient certification and/or re-certification, the University shall provide the Postdoctoral Scholar fifteen (15) calendar days to perfect the certification and/or recertification.
 - 1) Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time may result in delay of the leave or discontinuance of the leave until the Postdoctoral Scholar provides the required certification and/or recertification.
 - 2) If the Postdoctoral Scholar fails to provide a complete and sufficient certification and/or recertification, the leave is not considered FML and will

be denied in accordance with the provisions of §B.3.b. However, the University may grant a Personal Leave to the Postdoctoral Scholar at its discretion.

5. **Return From FML Taken For Own Serious Health Condition**

- a. The Postdoctoral Scholar shall provide reasonable notice to their department of their anticipated return to work.
- b. A Postdoctoral Scholar who has been granted FML for their own serious health condition may be required to provide a written medical release to return to work prior to returning to work.
- c. The Postdoctoral Scholar who has been medically released to perform the essential assigned functions of their job, with or without reasonable accommodation, shall be returned to the same position or an equivalent position.
- d. Failure to provide a medical release to return to work may result in the delay of reinstatement until the Postdoctoral Scholar submits a required medical release certification.

6. **Use Of Paid Leave** – FML is unpaid except for the use of Sick Leave and/or the use of Personal Time Off as provided in this Article:

- a. A Postdoctoral Scholar on FML for their own serious health condition:
 - 1) if eligible for University disability benefits, shall use sick leave in accordance with the University's disability plan requirements;
 - 2) if not eligible for University disability benefits, may elect to use Sick Leave instead of taking FML without pay; or
 - 3) if on leave due to a work-incurred injury or illness, a Postdoctoral Scholar may use Sick Leave as provided in Article 33 - Work Incurred Injury or Illness.
- b. A Postdoctoral Scholar on leave for their own serious health condition may use Personal Time Off prior to taking FML without pay.
- c. A Postdoctoral Scholar on FML to care for a family member with a serious health condition may use Sick Leave in accordance with Article 22 - Sick Leave, §D., and may use paid Personal Time Off prior to taking leave without pay.
- d. A Postdoctoral Scholar's use of Personal Time Off when taking FML as Parental Leave is addressed below in §B.8.d.1.
- e. A Postdoctoral Scholar's use of Sick Leave and/or Personal Time Off when taking FML as Military Caregiver Leave is addressed below in §I.7.
- f. A Postdoctoral Scholar's use of Personal Time Off when taking FML as Qualifying Exigency Leave is addressed below in §J.1.h.

7. **Duration** - Although the use of FML need not be consecutive, in no event shall a Postdoctoral Scholar's aggregate use of FML exceed a total of twelve (12) workweeks within a calendar year, except as provided above in §B.2.a.

- a. **Hourly Conversion for Part-time or Alternately Scheduled Postdoctoral Scholars** - For Postdoctoral Scholars who work part-time, the number of FML hours to which the Postdoctoral Scholar is eligible shall be adjusted in accordance with the percentage of their appointment and with their normal weekly work schedule.
- b. **Postdoctoral Scholar Requests for Reduced Work Schedule/Intermittent Leave** - When medically necessary and supported by medical certification, the

University shall grant an eligible Postdoctoral Scholar's request for a reduced work schedule or intermittent leave including absences of less than one (1) day. When granted, the University will count only the time actually spent on leave pursuant to the intermittent or reduced work schedule against the Postdoctoral Scholar's FML entitlement.

8. **Parental Leave** - Parental Leave must be initiated and concluded within one (1) year of the birth or placement of the child. The University shall grant a Parental Leave subject to the limitations described below.
- a. If requested and taken immediately following a Pregnancy Disability Leave, a Postdoctoral Scholar eligible for FML under the FMLA/CFRA at the beginning of her Pregnancy Disability leave shall be granted the unused portion of FMLA/CFRA leave for Parental Leave purposes, up to a maximum of twelve (12) workweeks pursuant to statute in a calendar year. The amount available for use is determined by the amount of time that the FMLA/CFRA eligible Postdoctoral Scholar has previously used in the calendar year under each statute with the time running concurrently under both statutes in most situations.
 - b. The University provides twelve (12) unpaid workweeks of Parental Leave for birth or placement of child. Before taking unpaid Parental Leave, a Postdoctoral Scholar must exhaust all Personal Time Off and their paid parental benefit. The University's paid parental benefit is up to four (4) workweeks of paid leave. The Postdoctoral Scholar's paid parental benefit may be taken as either FML-qualifying Parental Leave under this section and/or a Personal Leave of Absence under §D.4. below.
 - c. **Requests for Parental Leave** - The Postdoctoral Scholar shall request Parental Leave sufficiently in advance of the expected birth date of the child or placement date of an adopted or foster care child to allow the University to plan for the absence of the Postdoctoral Scholar, but the Postdoctoral Scholar shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. In the event Pregnancy Disability Leave is extended beyond the anticipated date by the Postdoctoral Scholar's health care provider, then the Postdoctoral Scholar is expected to communicate with the University about their new anticipated date of return. Parental Leave, when taken for the adoption of a child or placement of a child with the Postdoctoral Scholar, could commence prior to the date of placement to take care of matters related to the adoption or placement of the child.
 - d. **Duration** – Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year as defined in §B.2.b.2. and B.7., above. However, when Parental Leave is combined with FML taken as Pregnancy Disability Leave, the total amount of FML shall not exceed seven (7) months in a calendar year.
 1. A Postdoctoral Scholar on Parental Leave shall use available Personal Time Off and the paid parental benefit described in §B.8.b. above prior to taking leave without pay.
 2. The University shall grant a Parental Leave of less than two (2) workweeks duration on any two (2) occasions during a calendar year.
 3. The University may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) workweeks, unless otherwise required by law.

4. In addition to §B.8.d.2. above, at the request of the Postdoctoral Scholar, the supervisor shall approve a parental leave on a reduced schedule or an intermittent leave of any interval and duration unless there is a reason for denial based on exceptional circumstances related to research.
 5. Postdoctoral Scholars who are not eligible for Parental Leave under the FMLA/CFRA or who have exhausted their entitlement to leave under the FMLA/CFRA may also take Personal Leave Without Pay, §D. below, for a total combined FML Parental Leave under FMLA/CFRA and Personal Leave Without Pay of up to one (1) year.
9. **Continuation Of Health Benefits while on FML** - An eligible Postdoctoral Scholar who is on an approved FML (when FML is taken for their own serious health condition, to care for a family member with serious health condition, as Parental Leave, or as Qualifying Exigency Leave), with or without pay, shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as if the Postdoctoral Scholar were on pay status for the period of the leave, up to twelve (12) workweeks in a calendar year. If FML is taken as Military Caregiver Leave, the Postdoctoral Scholar will be entitled to such benefits continuation for up to twenty-six (26) workweeks in a single 12-month leave period, as defined in §I.3.g. A Postdoctoral Scholar on an approved Pregnancy Disability Leave shall be entitled to such benefits continuation for up to four months per pregnancy in the twelve (12) month period that begins on the date that the Pregnancy Disability Leave begins, regardless of whether the Postdoctoral Scholar is eligible to have any portion of this leave counted as FML under the FMLA. Other group insurance coverage shall be administered in accordance with the provisions of the applicable group insurance regulations.
10. **Return To Work** - When a Postdoctoral Scholar has been granted an approved FML for any reason other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within twenty-six (26) workweeks if FML is taken as Military Caregiver Leave), the Postdoctoral Scholar shall be reinstated to the same or an equivalent position upon expiration of the leave. For reinstatement immediately after Pregnancy Disability Leave, see §C.5. below. Postdoctoral Scholars who return to work at the conclusion of their combined Pregnancy Disability Leave and Parental Leave shall be reinstated to their same or an equivalent position. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the Postdoctoral Scholar shall be afforded the same considerations which would have been afforded had the Postdoctoral Scholar been on pay status when the position was abolished or affected by layoff. Return to work provisions do not apply to Postdoctoral Scholars if return is sought after the expiration of their appointment.

C. PREGNANCY DISABILITY LEAVE

1. **Duration** - A Postdoctoral Scholar is entitled to, and the University shall grant, up to four (4) months of Pregnancy Disability Leave for disability related to pregnancy, childbirth, and related medical condition. Pregnancy Disability Leave may also be used for prenatal care. If the Postdoctoral Scholar is eligible for FML under the FMLA, pursuant to §B, above, such leave shall be deducted from a Postdoctoral Scholar's FMLA entitlement.
 - a. If the disability related to pregnancy, childbirth or related medical condition continues beyond four (4) months, a medical disability leave of absence may be granted in accordance with §B.2.b.3., above, for a total medical absence not to exceed six (6) months unless further leave is required by law.
 - b. Additionally, the Postdoctoral Scholar may be eligible for Parental Leave pursuant to §B.8., above, and Personal Leave Without Pay, pursuant to §D., below, to bond with the Postdoctoral Scholar's newborn child.

2. **Pregnancy Disability Leave** may consist of leave with or without pay. However, a Postdoctoral Scholar shall be required to use available Sick Leave in accordance with the University's Disability Plan.
 - a. If Sick Leave is exhausted, the Postdoctoral Scholar may elect to use Personal Time Off prior to taking leave without pay.
 - b. The Postdoctoral Scholar is eligible to receive Short-Term Disability coverage during this leave in accordance with the provisions of that benefit.
 - c. The Postdoctoral Scholar may choose to use Personal Time Off following the Short-Term Disability benefit. The Postdoctoral Scholar's health benefits continue during time on pay status.
3. **As An Alternative To Or In Addition To Pregnancy Disability Leave**, when requested by the pregnant Postdoctoral Scholar and medically advisable according to her health care provider, the University will provide (1) reasonable accommodation, (2) modified job duties, or (3) temporary transfer to a less strenuous or hazardous position. If the reasonable accommodation, modification of job duties, or temporary transfer does not involve a reduction in hours worked, it will not be counted against ~~toward~~ a Postdoctoral Scholar's entitlement of up to four (4) months of Pregnancy Disability Leave. At the conclusion of the Pregnancy Disability Leave (or earlier upon the Postdoctoral Scholar's request if that request is consistent with the advice of her health care provider), the Postdoctoral Scholar will be returned to her original position and/or duties in accordance with §C.5. below.
4. **Reduced Work Schedule** - When medically advisable and supported by medical certification, the University shall grant a Postdoctoral Scholar Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the Postdoctoral Scholar's entitlement of up to four (4) months of pregnancy disability leave.
5. **Return To Work** - A Postdoctoral Scholar who has been granted Pregnancy Disability Leave or a reasonable accommodation, modification of job duties, or temporary transfer shall be reinstated to the same position from which the leave was taken provided that the Postdoctoral Scholar returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the Postdoctoral Scholar shall be reinstated to a comparable position. If a comparable position is not available on the Postdoctoral Scholar's scheduled date of return but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the Postdoctoral Scholar is reinstated within that sixty-day (60-day) period, the period between the Postdoctoral Scholar's originally scheduled date of reinstatement and the Postdoctoral Scholar's actual reinstatement shall not be counted for purposes of any employee pay or benefits. The date of reinstatement is generally determined when the leave is granted but may be adjusted, as necessary, given the length of time the Postdoctoral Scholar is actually disabled. Return to work provisions do not apply to Postdoctoral Scholars if return is sought after the expiration of their appointment.
6. **Continuation Of Health Benefits** - A Postdoctoral Scholar on an approved Pregnancy Disability Leave shall be entitled, to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for up to four (4) months per pregnancy in the twelve (12) month period that begins on the date that the Pregnancy Disability Leave begins, regardless of whether the Postdoctoral Scholar is eligible to have any portion of this leave counted as FMLA under the FMLA. Other group insurance coverage shall be continued in accordance with the provisions of the applicable group insurance regulations.

D. **PERSONAL LEAVE OF ABSENCE WITH AND WITHOUT PAY**

1. **General Conditions** - The University may grant a Postdoctoral Scholar an unpaid Personal Leave of Absence at its sole discretion. Such leave shall not continue beyond the end of the Postdoctoral Scholar's appointment and shall not exceed the period of certified need. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits. The University shall not unreasonably deny a request for a Personal Leave when a Postdoctoral Scholar in their first year of appointment requests leave.
2. **For a Postdoctoral Scholar's own serious health condition** - A Postdoctoral Scholar in their first year of appointment may receive up to twelve (12) workweeks of unpaid leave for the Postdoctoral Scholar's own serious health condition, unless further leave is required by law. The definition of a serious health condition in §B.1.d above also applies in this section.
3. **To care for a family member** - A Postdoctoral Scholar in their first year of appointment may receive up to twelve (12) workweeks of unpaid leave to care for the Postdoctoral Scholar's child, parent, same or opposite sex spouse, or same or opposite sex domestic partner with a serious health condition. The definition of a serious health condition in §B.1.c. above also applies in this section. The Postdoctoral Scholar may use Personal Time Off and/or Sick Leave to remain in pay status during this period. The University shall not unreasonably deny requests for this leave.
4. **To bond with a newly born or newly placed child**
 - a. **Description and Eligibility** – A Postdoctoral Scholar may be eligible for a full-time or part-time Personal leave without pay for up to one (1) year to care for a newborn or newly placed child. The child may be the Postdoctoral Scholar's child or their a spouse or domestic partner's child. The University shall provide a maximum of four (4) workweeks of paid parental benefit per birth/placement to use for this purpose. The Postdoctoral Scholar must exhaust paid parental benefit as defined in §B.8.b. and Personal Time Off prior to taking Personal Leave of Absence Without Pay. A Postdoctoral Scholar who elects part-time leave under this section shall have their appointment temporarily reduced for the duration of the leave. At the request of the Postdoctoral Scholar, the supervisor shall approve the use of the paid parental benefit (up to 4 workweeks) to provide for a reduced schedule or an intermittent leave of any interval(s) of days unless there is a reason for denial based on exceptional circumstances related to research. The University shall not unreasonably deny requests for this leave.
 - b. **Interaction with Parental Leave** – A Postdoctoral Scholar who is taking FML as Parental Leave, as described above in §B.8, shall have up to twelve (12) workweeks of that leave run concurrently with Personal Leave under this section.
 - c. **Effect on Benefits** – A Postdoctoral Scholar on a Personal Leave which does not qualify as FML under the FMLA/CFRA is responsible for the continuation of benefits during any unpaid portion of the Personal Leave. Details are available from the campus Benefits Office.
5. Campuses may provide additional benefits that supplement or enhance these benefits.
6. Personal Leaves of Absence must be requested and approved in advance, when practicable. The University may require proof of the need for such leave.

E. **BEREAVEMENT LEAVE**

1. The University will grant a Postdoctoral Scholar's request to use up to five (5) days of Sick Leave or Personal Time Off due to the death of a family member as defined in §E.2., below. If Sick Leave or Personal Time Off is not available, the Postdoctoral Scholar shall

be on unpaid leave. The University will not unreasonably deny bereavement leave of more than five (5) days.

2. Family member (including step-family member) for the purpose of bereavement leave is defined as one's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or legal ward who is under 18 years). Parent includes a biological, foster, or adoptive parent, step-parent, legal guardian, or an individual who stood in loco parentis to the Postdoctoral Scholar when the Postdoctoral Scholar was a child.

F. JURY DUTY

A Postdoctoral Scholar shall be eligible for a paid jury duty leave. The Postdoctoral Scholar shall provide the University with a copy of the summons to serve on jury duty prior to the date(s) on which such service is expected. The University will not provide paid jury duty leave absent advance notice and verification of service.

G. MILITARY LEAVE

The University shall provide military leave for Postdoctoral Scholars who are called to active U.S. military service or state military service according to applicable University military leave policy or as otherwise required by applicable law.

H. OTHER LEAVES

Other leaves, including but not limited to leave for service to government agencies and leave to attend professional meetings may be granted with or without pay at the University's sole discretion or if required by applicable law.

I. MILITARY CAREGIVER LEAVE

1. **Military Caregiver Leave** is an additional type of FML available to eligible Postdoctoral Scholars. A Postdoctoral Scholar may take Military Caregiver Leave to care for a family member or "next of kin" who is a "covered servicemember" undergoing medical treatment, recuperation or therapy for a serious injury or illness.
2. An eligible Postdoctoral Scholar is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single 12-month leave period. The Postdoctoral Scholar must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave.
3. **Definitions**
 - a. "Covered servicemember" means:
 - 1) A current member of the United States Armed Forces (including a member of the National Guard or Reserves) who, because of a "serious injury or illness," is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list; or
 - 2) A "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A "covered veteran" is an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible Postdoctoral Scholar takes Military Caregiver Leave to care for the covered veteran.
 - b. "Outpatient status" means the status of a servicemember assigned to (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose

of providing command and control of members of the Armed Forces receiving medical care as outpatients.

- c. "Serious injury or illness" means (a) for a current member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the a covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember's active duty and was aggravated in the line of duty on active duty in the Armed Forces and that may render the covered servicemember medically unfit to perform the duties of their office, grade, rank, or rating; and (b) for a covered veteran, an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran.
 - d. "Parent of a covered servicemember" means a covered servicemember's biological, adopted, or foster parent, stepparent, or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The term does not include parents "in-law."
 - e. "Son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis when that person was a child, and who is of any age.
 - f. "Next of kin" means either (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.
 - g. "Single 12-month leave period" means the period beginning on the first day the Postdoctoral Scholar takes leave to care for the covered servicemember and ends 12 months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)
4. **Eligibility** - A Postdoctoral Scholar who is a spouse, domestic partner, son, daughter, parent or next of kin of a covered servicemember is eligible for Military Caregiver Leave if the Postdoctoral Scholar meets the eligibility requirements for FML set forth in §B.2.a.
5. **Counting Leave**
- a. Leave is applied on a per-covered servicemember, per-injury basis. Eligible Postdoctoral Scholars may take more than one period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single 12-month period."
 - b. If an eligible Postdoctoral Scholar does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single 12-month leave period, the remaining part of the twenty-six (26) workweeks entitlement to care for the covered servicemember for that serious injury or illness is forfeited.
 - c. As with most other types of FML, Military Caregiver Leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the

covered servicemember, the Postdoctoral Scholar may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the Postdoctoral Scholar is qualified and which better accommodates recurring periods of leave than does the Postdoctoral Scholar's regular position.

6. **Documentation and Certification** - Postdoctoral Scholars may be required to provide a certification completed by an authorized health care provider of the covered servicemember that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, Postdoctoral Scholars may be required to provide certain information (or have the covered servicemember provide that information) establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave, their relationship with the Postdoctoral Scholar, and an estimate of the leave needed to provide the care.
7. **Substitution of Paid Leave** - Military Caregiver Leave is unpaid leave, except a Postdoctoral Scholar may use Sick Leave in accordance with Article 22-- Sick Leave and shall use Personal Time Off prior to taking leave without pay.
8. **Advance Notice** - Whenever possible, a Postdoctoral Scholar shall provide at least 30 days advance notice. If 30 days' notice is not practicable, notice shall be given as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave.
9. **Reinstatement** - Reinstatement shall be to the same position from which the leave is taken or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the Postdoctoral Scholar returns to work immediately following termination of the leave. If the Postdoctoral Scholar would have been laid off or terminated had the Postdoctoral Scholar remained on pay status during the leave period, the Postdoctoral Scholar shall be afforded the same considerations afforded to other Postdoctoral Scholars who are laid off or terminated pursuant to the provisions of Article 11 -- Layoff. Reinstatement provisions do not apply to Postdoctoral Scholars if return is sought after the expiration of their appointment.
10. **Continuation of Health Benefits** - A Postdoctoral Scholar on an approved Military Caregiver Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status during the leave.

J. QUALIFYING EXIGENCY LEAVE

Qualifying Exigency Leave is an additional type of FML available to eligible Postdoctoral Scholars. An eligible Postdoctoral Scholar who is the spouse, domestic partner, son, daughter or parent of a military member may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on "covered active duty or call to covered active duty status" (or has been notified of an impending call or order to covered active duty).

1. **Definitions**
 - a. "Covered active duty or call to covered active duty status" means (1) in the case of a member of the Regular Armed Forces, duty during the deployment to a foreign country or (2) in the case of a member of the Armed Forces Reserve, duty during the deployment to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.
 - b. "Qualifying exigency" is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:

- 1) Short notice deployment to address issues that arise due to a military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment
 - 2) Military events and activities, including official ceremonies
 - 3) Childcare and school activities for a child of the military member who is either under age 18 or incapable of self-care
 - 4) Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status and for the ninety (90) days after the termination of the military member's covered active duty status
 - 5) Counseling (provided by someone other than a health care provider) for the Postdoctoral Scholar, for the military member, or for a child of the military member who is either under age 18 or incapable of self-care
 - 6) Rest and recuperation (up to fifteen (15) days of leave for each instance) to spend time with a military member who is on short-term, temporary rest and recuperation leave during deployment
 - 7) Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty and to address issues that arise from the death of a military member while on covered active duty status
 - 8) Parental care for the parent of the military member when the parent is incapable of self-care
 - 9) Additional activities related to the military member's covered active duty or call to covered active duty status when the University and the Postdoctoral Scholar agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.
- c. **Eligibility** - A Postdoctoral Scholar who is the spouse, domestic partner, son, daughter, or parent of a military member is eligible for Qualifying Exigency Leave if the Postdoctoral Scholar meets the eligibility requirements for FML set forth in §B.2.a. above.
 - d. **Counting Leave** - Eligible Postdoctoral Scholars are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year. As with most other types of FML, Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis.
 - e. **Documentation and Certification** - Postdoctoral Scholars may be required to provide a copy of the military member's active duty orders. Postdoctoral Scholars may also be required to provide certification of: (1) the reasons for requesting Qualified Exigency Leave, (2) the beginning and end dates of the qualifying exigency, and (3) other relevant information.
 - f. **Substitution of Paid Leave** – Qualified Exigency Leave is unpaid leave, except that a Postdoctoral Scholar shall use Personal Time Off prior to taking leave without pay.
 - g. **Notice** - The Postdoctoral Scholar shall provide notice of the need for leave as soon as practicable.
 - h. **Reinstatement** - Reinstatement shall be to the same position from which the leave was taken or, at the department's discretion, to an equivalent position with

equivalent employment benefits, pay, and other terms and conditions of employment provided that the Postdoctoral Scholar returns to work immediately following termination of the leave. If the Postdoctoral Scholar would have been laid off or terminated had the Postdoctoral Scholar remained on pay status during the leave period, the Postdoctoral Scholar shall be afforded the same considerations afforded to other Postdoctoral Scholars who are laid off or terminated pursuant to the provisions of Article 11 -- Layoff. Reinstatement provisions do not apply to Postdoctoral Scholars if return is sought after the expiration of their appointment.

- i. **Continuation of Health Benefits** - A Postdoctoral Scholar on an approved Qualified Exigency Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks in a calendar year.

K. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

A Postdoctoral Scholar who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the Postdoctoral Scholar's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible Postdoctoral Scholar shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. **Eligibility** - To be eligible, a Postdoctoral Scholar must satisfy all of the following criteria:
 - a. Be a spouse or domestic partner of a "qualified member" (defined below),
 - b. Perform services for the University for an average of 20 or more hours per week,
 - c. Provide the University with notice of the Postdoctoral scholar's intention to take the leave, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, and
 - d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the Postdoctoral Scholar.
2. **Definitions**
 - a. "Qualified member" means a person who is any of the following:
 - 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
 - 2) A member of the National Guard who has been deployed during a period of military conflict, or
 - 3) A member of the Reserves who has been deployed during a period of military conflict.
 - b. "Period of military conflict" means either of the following:
 - 1) A period of war declared by the United States Congress, or
 - 2) A period of deployment for which a member of a reserve component is ordered to active duty, as defined in California Military & Veterans Code section 395.10.
3. **Substitution of Paid Leave** - This leave is unpaid leave, except that a Postdoctoral Scholar shall use Personal Time Off prior to taking leave without pay.

L. COORDINATION OF PAYMENT WITH DISABILITY PLAN

The University will provide the same assistance to Postdoctoral Scholars that it provides to other UC employees to obtain disability benefits.

M. ADDITIONAL LEAVES OF ABSENCE

Postdoctoral Scholars may be eligible for additional paid leaves provided by the funding source for which they qualify during their appointments. The University shall not unreasonably deny requests for additional leaves of absence. Additional unpaid leaves shall be in accordance with §D above.

ARTICLE 13
MANAGEMENT AND ACADEMIC RIGHTS

- A.** The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory and mentoring responsibilities in the academic domain.
- B.** Except as otherwise provided in this agreement, the UAW agrees that the University has the right:
1. to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
 2. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
 3. to establish or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
 4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety,
 6. to determine the amount and timing of merit increases;
 7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
 8. to determine and modify job classifications and job descriptions;
 9. to determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
 10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
 11. to discipline or dismiss Postdoctoral Scholars;
 12. to assign work locations and schedules;
 13. to recruit, appoint, reappoint, not reappoint, Postdoctoral Scholars and assign duties to them;
 14. to communicate with and mentor Postdoctoral Scholars in the course of daily activities;
 15. to investigate and determine matters of research and/or scholarly misconduct;
 16. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
 17. to determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Postdoctoral Scholars
 18. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members.

- C. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
- D. Nothing in this Agreement has limited the right of the University to consult with any Postdoctoral Scholar or Postdoctoral Scholar organization on any matter outside the scope of representation within the constraints imposed by HEERA.

E. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 14
NO STRIKES

- A.** During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B.** Any Postdoctoral Scholar who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
- C.** The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.

 - 1. Such affirmative action shall include but not be limited to sending written notice to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
 - 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent
- D.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E.** Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 5 -- Discipline and Dismissal.

**ARTICLE 15
NONDISCRIMINATION**

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any Postdoctoral Scholar on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against a Postdoctoral Scholar for requesting or taking Family and Medical Leave. For the purposes of this Article only,
 - a. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.
 - b. "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.
 - c. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender.
 - d. "Medical condition" means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.
2. Complaint procedures are covered by the University's Sexual Violence Sexual Harassment (SVSH) Policy and/or Nondiscrimination and Affirmative Action regarding Academic and Staff Employment Policy. If there is a conflict between these, or any, University Policies and this Agreement, the Agreement shall govern.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior

and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and SVSH Policy.

2. Sexual Harassment is defined as unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal, nonverbal or physical contact of a sexual nature when:
 - a. Quid Pro Quo: A person's submission to or rejection of such conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, or advancement, or other decisions affecting participation in a University program; or
 - b. Hostile Environment: such conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.
3. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees (including postdoctoral scholars), staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.
4. The University prohibits retaliation against or by Postdoctoral Scholars based on their report of prohibited behavior or participation in the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy. Retaliation includes threats, intimidation, reprisals, and/or adverse employment and/or academic actions against a person based on their report of prohibited behavior or participation in the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy or this Article.
5. The Title IX Offices responsible for investigations are listed at: <http://sexualviolence.universityofcalifornia.edu/filing-report/index.html>.

C. RESOLUTION PROCEDURES

Reports of alleged violations of Section A. or B.1.-4. above and/or University Policy may be addressed through the complaint procedure and/or the grievance procedure. Additionally, Alternative Resolution may be used at any time to address the issues. Formal Investigations may be initiated as part of the complaint resolution or grievance procedure.

1. Alternative Resolution

Postdoctoral Scholar(s) and/or the Union and/or the University may seek Alternative Resolution at any time.

- a. After a preliminary assessment of the facts, the Title IX / EEO Officer may initiate an Alternative Resolution process, which may include: mediation (except in cases of sexual violence); separating the parties; providing for safety; referring the parties to counseling; referral for disciplinary action; a settlement agreement; conducting targeted preventive educational and training programs; and conducting a follow-up review to ensure that the resolution has been implemented effectively.
 - b. If Alternative Resolution is unsuccessful, the Title IX / EEO Officer may initiate a formal investigation.
 - c. Attempts at Alternative Resolution at the informal level do not extend the thirty (30) calendar day time limit to file a grievance. However, should a grievance be filed, the parties may agree in writing that the grievance be held in abeyance while alternative resolution is being considered or ongoing.
2. Interim Measures for Complainant(s)
- a. When the appropriate administrative officer has determined that a Complainant has established a prima facie case of harassment and/or discrimination based on a protected category, the University shall implement interim measures when necessary. Such measures shall allow the Postdoctoral Scholar to continue training in an environment free from harassment and/or discrimination based on a protected category.
 - b. Interim measures available to Postdoctoral Scholars may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the Postdoctoral Scholar is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.
3. Grievance Procedure
- a. If a grievance is filed in accordance with Article 6 that includes an alleged violation of this Article, the University shall forward the allegation(s) to the Title IX / EEO Officer for review. If the Title IX / EEO Officer determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance while the investigation is ongoing.
 - b. If the Union and the University agree in writing to put the grievance in abeyance, the University shall issue the Step 2 decision within fifteen (15) days from the end of abeyance and the grievance procedure shall continue per Article 6.
 - c. When the University issues the report, the abeyance shall automatically terminate, and a Step 2 written response to the grievance shall be issued

within fifteen (15) calendar days of the date on which the report of findings was issued.

- d. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to Article 6.
- e. For sexual harassment cases only:
 - 1) The Title IX Officer, in coordination with the campus Case Management Team, shall make an immediate assessment concerning the health and safety of the individual and the campus community, may implement interim measures, in accordance with section C.2. above, and provide to the Complainant a written explanation of rights and reporting options (including the right to make reports to the police), and available campus and community resources. The local Labor Relations Office shall forward a copy of the written explanation and rights document to the Union.
 - 2) As soon as practicable after the local Labor Relations Office receives the grievance, the Title IX Officer will make an initial assessment to determine whether (i) the allegation(s) constitute a prima facie case of an act of prohibited behavior; and (ii) such conduct has a sufficient nexus to the University for it to intervene. It is the intent of the University to make this initial assessment no later than five (5) business days after the Title IX Officer receives the grievance.
 - 3) In the event that a formal investigation is conducted, the investigation shall be completed promptly, within 60 business days of its initiation, unless extended by the Title IX Officer for good cause followed by written notice to the Complainant and Respondent of the reason for the extension and the projected new timeline for issuance of the report of findings. The local Labor Relations Office shall forward a copy of the extension for good cause document to the Union.

4. Remedies

- a. Remedies available to Postdoctoral Scholars may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the Postdoctoral Scholar is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.
- b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the Postdoctoral Scholar continue training in an

environment free from harassment and/or discrimination based on a protected category.

5. Representation

The Postdoctoral Scholar (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.

6. Training

Beginning in 2017, the Union and the University shall partner in developing a training module specifically tailored for Postdoctoral Scholars on the prevention of sexual harassment and other forms of discrimination.

D. The processes in Section C above are codified in a flow chart in Appendix H.

E. LACTATION SUPPORT

1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, Postdoctoral Scholars shall have access to those spaces for the purpose of expressing and storing breast milk.
2. If no such space exists in reasonable proximity to a Postdoctoral Scholar's work location, the department will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.
3. The University will allow adequate time for a Postdoctoral Scholar to express breast milk.

F. ALL-GENDER RESTROOMS

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
2. The University will provide the Postdoctoral Scholar with the location of the nearest all-gender restroom.

ARTICLE 16
PARKING AND TRANSIT

A. Participation

Postdoctoral Scholars shall be eligible to participate in a campus' parking and transit program, if any, in accordance with the provisions of each location's program on the same basis as non-Senate academic staff. This includes but is not limited to pre-tax/payroll deduction options applicable if the scholar is eligible for such deductions due to their payroll and/or tax status.

B. Notice

The University shall provide written notice to the union no later than 30 calendar days prior to increasing the parking fees or University-sponsored transit program fees. The University shall meet and discuss the increases upon request of the UAW.

C. Fee Cap

The University shall not increase parking fees more than the amount listed in Appendix G for each location in each year for the duration of this agreement.

ARTICLE 17
PERSONAL TIME OFF

A. GENERAL CONDITIONS

1. Eligibility for pay status during time off is determined by the funding agency. Unless the extramural funding agency agreements contain provisions to the contrary, "Postdoctoral Scholars – Fellow" and "Postdoctoral Scholars – Paid Direct" are eligible to take time off in accordance with these provisions.
2. Postdoctoral Scholars with a 100%, 12-month appointment are eligible to use up to twenty four (24) work days of personal time off with pay at any time within each 12-month appointment period.
3. Personal time off not used within the 12-month period is not carried over into a subsequent appointment year. Personal time off not used when the Postdoctoral Scholar's appointment concludes, including when a Postdoctoral Scholar leaves the appointment prior to the established appointment end date, remains with the University.
4. Use of personal time off is recorded in one-day increments. Approved absences of less than a day do not require the use of personal time off. For the purposes of this Article, a "day" means a workday. Postdoctoral Scholars on reduced schedule are charged a full day of personal time off when absent for their entire reduced time "day".

B. REQUESTING AND USING TIME OFF

1. Use of time off provisions contained in this article requires the advance approval of the University.
 - a. A Postdoctoral Scholar shall submit requests for personal time off to their supervisor in accordance with the provisions of §B.2., below. When making such requests, Postdoctoral Scholars should attempt to request time off to minimize the effect on their research and progress.
 - b. The University may deny requests for personal time off based on operational needs, in accordance with the provisions of §B.2. and 3., below.
 - c. The University shall not unreasonably deny a Postdoctoral Scholar's request for personal time off.
2. Postdoctoral Scholars are expected to communicate with the supervisor to request personal time off as soon as the need for the time off becomes known. The request must include the information needed by the supervisor to assess the operational impact of the leave.
3. If the supervisor requires that the Postdoctoral Scholar's request be made in writing, or if the Postdoctoral Scholar submits the request in writing, the supervisor's response will be made in writing. The supervisor should respond to the request for personal time off as soon as practicable.

ARTICLE 18 PERSONNEL FILES

A. GENERAL PROVISIONS

A personnel file is the repository of information (including reports, documents, correspondence, and other materials pertaining to a Postdoctoral Scholar's appointment with the University.

1. **Access to Personnel Files** - The University shall identify the location(s) where a Postdoctoral Scholar or her/his designated representative, may obtain access to the Postdoctoral Scholar personnel file(s). The University shall designate a contact who will identify the location and process for accessing the file.
2. **Information in the Files**
 - a. A Postdoctoral Scholar's personnel file(s) contain information related to the individual's appointment at the University, such as: the Postdoctoral Scholar's proof of degree or transcript, Curriculum Vitae, UC's Appointment and Reappointment notices, information about the Postdoctoral Scholar's pay and benefits, record of training, written annual reviews, discipline, and dismissal actions, and other relevant or necessary information specified by the University.
 - b. Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to a Postdoctoral Scholar, shall be placed in the Postdoctoral Scholar's personnel file(s). The Postdoctoral Scholar's written comments, if any, regarding such letters shall be placed in his or her personnel file(s).
 - c. Upon the Postdoctoral Scholar's written request, counseling memoranda and/or written records of discussions will be removed from the Postdoctoral Scholar's personnel file if there have been no other such memoranda relating to, or disciplinary action on, the same or similar issue(s) for a two-year period.
 - d. Items placed in a Postdoctoral Scholar's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.
 - e. The Postdoctoral Scholar has the right to request that errors of fact in personnel records be corrected, and to make additions to personnel records.

B. POSTDOCTORAL SCHOLAR AND/OR REPRESENTATIVE REVIEW OF PERSONNEL FILE(S)

A Postdoctoral Scholar shall, upon written request to the University, have the opportunity to review his or her personnel file(s) in the presence of a representative of the University, within five (5) working days after the University received the request.

1. A Postdoctoral Scholar shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his or her personnel file(s). When granting such requests, the immediate supervisor shall take into account the frequency of such requests and the amount of time the Postdoctoral Scholar is or will be engaged in such activity and the impact on operational requirements.

2. An individual of the Postdoctoral Scholar's choice may accompany the Postdoctoral Scholar when the Postdoctoral Scholar is reviewing his or her personnel file(s).
3. Alternatively, an individual Postdoctoral Scholar may authorize a designated representative to review the Postdoctoral Scholar's personnel file(s) on the Postdoctoral Scholar's behalf. Such written authorization shall be valid for the period designated by the individual but not to exceed the duration of the Postdoctoral Scholar's appointment, or if no time period is designated, for a period of one (1) year from the date of the signature of the authorization. The designated representative shall present the signed and dated authorization when requesting access to a Postdoctoral Scholar's personnel file.

C. GRIEVANCE-RELATED FILES

Records involving the processing of a Postdoctoral Scholar's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the Postdoctoral Scholars' personnel file.

D. DUPLICATION COSTS

Postdoctoral Scholars and/or their representatives shall receive, without cost, a first copy of documents, or extracts thereof, that are located in his or her personnel file. However, Postdoctoral Scholars and/or their representatives may be charged ten cents (10¢) per page for additional copies of documents in the Postdoctoral Scholar's personnel file.

ARTICLE 19
POSTING

Each campus will continue its current practices regarding the posting of available Postdoctoral Scholar – Employee opportunities. Nothing will preclude a campus from expanding its current practices.

ARTICLE 20
PROFESSIONAL DEVELOPMENT & CAREER COUNSELING

- A.** The University and the UAW agree that the nature of a Postdoctoral Scholar appointment is a non-career academic mentored research training position of a limited duration. As such, the parties agree that adequate opportunities for professional development are essential and that a reasonable portion of paid work time will be allocated to professional development activities.
- B.** The University will continue to provide access to professional development and/or career counseling programs available to Postdoctoral Scholars at each campus.
- C.** The University will continue to provide the same types of campus professional development lectures/workshops specific to the needs of Postdoctoral Scholars that were in effect as of the ratification of this agreement.
- D.** Nothing will preclude the University from enhancing the professional development and/or career counseling programs, or the professional development lectures/workshops provided to Postdoctoral Scholars.
- E.** The planning of the Postdoctoral Scholar's professional development and career goals should be described in an Individual Development Plan under the provisions of Article 9, including but not limited to attending conferences, career fairs, and workshops. When funding is available for professional development activities, the University shall cover expenses including but not limited to registration fees, travel expenses, and other costs, provided the activities are outlined in an IDP and approved by the supervisor. For postdoctoral scholar fellows (3253) and paid directs (3254) who have extramural fund allowances, these funds may be used before University resources, at the University's discretion.

ARTICLE 21

REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified Postdoctoral Scholars who are disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

B. MEDICAL DOCUMENTATION

When requested by the University, the Postdoctoral Scholar is responsible for providing the University with medical documentation identifying work restrictions and how such restrictions limit the Postdoctoral Scholar's ability to perform the essential functions of the job. The University may require that a Postdoctoral Scholar be examined by an appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

C. THE INTERACTIVE PROCESS

1. When a Postdoctoral Scholar requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the Postdoctoral Scholar and appropriate University representatives (e.g., supervisor, departmental administrator, Principal Investigator, department or unit head, or vocational rehabilitation counselor) about possible options for reasonably accommodating the Postdoctoral Scholar's disability. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the Postdoctoral Scholar are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation. The Postdoctoral Scholar may elect to have the Union represent them in this process.
2. During the interactive process, the University considers information related to: the essential functions of the job, the Postdoctoral Scholar's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the Postdoctoral Scholar's suggestions regarding which

accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.

- a. The University will consider reasonable accommodations that would enable the Postdoctoral Scholar to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate assignment.
 - b. If the Postdoctoral Scholar cannot be reasonably accommodated in accordance with 2.a. above, the Postdoctoral Scholar will be provided with a leave of absence as a reasonable accommodation as defined in paragraphs c, d and e below.
 - c. In addition to any leave to which the employee may be entitled as Family and Medical Leave and/or Pregnancy Disability Leave, the Postdoctoral Scholar will be provided with unpaid leave time of no more than ninety (90) days as a reasonable accommodation, unless otherwise required by law.
 - d. The Postdoctoral Scholar may use any accrued sick days or paid time off to be compensated during this period of otherwise unpaid leave.
 - e. In no circumstances shall leave be granted beyond the expiration of the Postdoctoral Scholar's current appointment.
3. The University is not obligated to implement an accommodation that would present an undue hardship.

ARTICLE 22
SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, 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 meet and confer in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 23 SICK LEAVE

A. ELIGIBILITY

1. Postdoctoral Scholars are eligible for sick leave without loss of compensation of up to twelve days per twelve-month appointment period. All twelve (12) work days are available for use on the first day of appointment in accordance with the provisions of §C., below.
2. The University shall carry forward unused sick leave to subsequent eligible appointments at the University of California.
3. A Postdoctoral Scholar who is reemployed after a separation from employment of less than fifteen (15) calendar days shall have all sick leave from prior service reinstated. If the separation from employment lasted more than fifteen (15) calendar days but less than six (6) months, not more than ten (10) work days of sick leave shall be reinstated. If the separation lasted for six (6) months (180 days) or more, sick leave shall not be reinstated. A Postdoctoral Scholar who is reemployed from layoff status shall have all sick leave reinstated.

B. POSTDOCTORAL SCHOLARS WITH APPOINTMENTS OF LESS THAN TWELVE MONTHS

Appointees with a less than 12-month appointment are eligible for sick leave in proportion to the appointment period; for example, a Postdoctoral Scholar with a six-month appointment is eligible for up to six days of sick leave.

C. USE OF SICK LEAVE

1. Use of Sick Leave is recorded in one-day increments. Approved absences of less than one full day do not require the use of sick leave.
2. For the purposes of this Article, a “day” means a “workday”. Postdoctoral Scholars who are on a reduced schedule are docked a full day of sick leave when absent for their entire reduced time “day” on which s/he is absent.
3. Sick leave shall be used in keeping with normally approved purposes, including **the Postdoctoral Scholar’s personal illness for** medical appointments, childbearing, **and** disability. **Sick leave may also be used for medical appointments for a family member, to attend to the illness of a family member, as defined below; or bereavement due to the death of a** Postdoctoral Scholar’s family member as defined in §E., below.
4. Sick leave may also be used when the Postdoctoral Scholar is taking Family and Medical Leave (a) due to the Postdoctoral Scholar’s own serious health condition, (b) to care for a family member with a serious health condition, or (c) as Military Caregiver Leave. The definition of family member that applies to Family and Medical Leave taken to care for a family member with a serious health condition is set forth in §B.1.b. in Article 12 - Leaves of Absence. For Family and Medical Leave taken as Military Caregiver Leave, the covered service member may be the Postdoctoral Scholar’s spouse, domestic partner, parent, son, daughter, or next of kin, as those terms are defined in §I.3. in Article 12 – Leaves of Absence.

5. If a Postdoctoral Scholar uses sick leave to attend to the illness of an ill child, parent, spouse, or domestic partner, as those terms are defined in §E.1., below, the first six (6) days in which sick leave is used for this purpose per calendar year shall be designated as Kin Care.

D. DOCUMENTATION

The University may require that a Postdoctoral Scholar submit satisfactory documentation of personal or family illness. Such requirement shall be communicated to the Postdoctoral Scholar in advance of his/her return to work.

E. DEFINITION OF FAMILY MEMBERS FOR SICK LEAVE

Family member (including step-family member) for the purpose of sick leave and bereavement leave is defined as one's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or legal ward who is under 18 years **old**). Parent includes a biological, foster or adoptive parent, step-parent or legal guardian, or an individual who stood in loco parentis while the Postdoctoral Scholar was a child. Child includes a biological, adopted, foster, step, legal ward, or a child for whom the Scholar stands in loco parentis, provided the child is either under the age of 18 years old or incapable of self-care because of a mental or physical disability.

ARTICLE 24
SUCCESSORSHIP

- A.** If a University campus at which Postdoctoral Scholars are appointed is to be sold or transferred, the University agrees to provide notice to the UAW and to meet and confer regarding the impact on Postdoctoral Scholars.
- B.** If The Regents of the University of California is replaced by a different governing body, the terms and conditions of this Agreement will continue in full force and effect for its duration.

ARTICLE 25
TIME AND EFFORT COMMITMENT

A. GENERAL PROVISIONS

1. Postdoctoral Scholars are full-time FLSA-exempt professional appointees. Postdoctoral Scholars are appointed with the expectation that they will have a full time involvement in scholarly pursuits, except as provided in § B. and C. below.
2. The workweek for full-time exempt appointees is normally at least 40 hours, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their professional goals, and on demonstrating their research and creative capabilities, rather than on working a specified number of hours. Required work schedules must be reasonable, and related to the research needs. In recognition of the professional exempt status of Postdoctoral Scholars, assigned work schedules provide the flexibility to meet research goals and to occasionally allow a schedule of less than 40 hours in a week.
3. Full-time Postdoctoral Scholars do not receive overtime compensation or compensatory time off.
4. Prior to requesting an exception, in accordance with §B below, Postdoctoral Scholars shall review alternative options under other articles of the contract, including: Article 2 – Appointments, Article 12 – Leaves, and Article 17– Personal Time Off, Article 21 – Reasonable Accommodation, and Article 23 – Sick Leave.

B. EXCEPTIONS TO FULL TIME APPOINTMENTS:

1. Upon written request of the appointee and written concurrence of the supervisor, the University may grant an exception to the full time appointment expectation when the appointee is unable to make a full-time commitment for reasons of health, family responsibilities, or employment external to the University. Such a request must take into account extramural funding agency requirements, if any. An exception to full time may be granted for a range of one month to up to the end of the appointment.
2. When a Postdoctoral Scholar simultaneously holds a University teaching appointment or other University position, the percent time of the Postdoctoral Scholar appointment normally will be reduced so that the sum of the percent times of the two appointments equals one-hundred percent (100%).
3. When the University reduces an appointment as described in §B.1., above, the supervisor and Postdoctoral Scholar shall sign a written agreement specifying the reduction in hours of work and concomitant responsibilities.
4. The full-time work expectation in §A.1. and B.2, will be prorated for Postdoctoral Scholars with less than a full-time appointment as provided in §C.

C. NON-EXEMPT POSTDOCTORAL SCHOLARS

For Postdoctoral Scholars who have an approved exception to full time appointment as provided in §B above and who fall below the FLSA salary level test, the following terms shall apply:

1. The University shall place part-time Postdoctoral Scholars who become non-exempt into the following title code: Postdoc – Employee NEX (3255).
2. A workweek is a period of time consisting of seven consecutive days. A standard workweek is from Sunday morning (12:01 a.m.) to midnight the following Saturday.

3. Postdoctoral Scholars are non-exempt hourly and are expected to work hours commensurate with their appointment percentage. The minimum hourly rate for each experience level are listed in Appendix J – Table 23N.
4. Postdoctoral Scholars with salaries above the minimum hourly rate for their experience level shall have an hourly rate determined by dividing their annual rate by 2,088 (the number of working hours in a year).
5. Postdoctoral Scholars must track the total number of hours they work on a daily basis and provide the total number of hours they worked each day by the end of each pay period utilizing local time-keeping practices. Postdoctoral Scholars shall be paid on a biweekly pay cycle.
6. Overtime is actual time worked which exceeds forty (40) hours in a workweek and must be reported. Postdoctoral Scholars who work more than 40 hours in any given week must have advance written authorization from their supervisor.
7. Postdoctoral Scholars who work more than 40 hours in a week shall only be eligible for compensatory time off earned at the rate of time and one half (1 ½ X) for hours actually worked in excess of 40 hours in a week.
 - a. Actual time worked for the purpose of calculating compensatory time does not include hours paid in non-work status, such as sick leave, personal time, holidays, compensatory time off, and leaves with or without pay.
 - b. Accumulation of compensatory time is limited to a maximum forty (40) hours. A Postdoctoral Scholar may request to schedule the use of banked compensatory time. A Postdoctoral Scholar's request for the scheduling of banked compensatory time shall be granted subject to the needs of the University and shall not be unreasonably denied. Compensatory time off shall be scheduled by the University. Under no circumstances shall compensatory time off be carried over from one appointment period to the next.
 - c. In the rare event that a Postdoctoral Scholar is unable to get approval to schedule compensatory time off prior to the end of the appointment, the University shall pay out the unused time.
8. When a Postdoctoral Scholar has two or more appointments which brings the salary level to the FLSA salary level test, the terms in this Section do not apply.
9. Travel Time
 - a. Travel time between home and the work place is not time worked.
 - b. The Postdoctoral Scholar's supervisor will assign regular work hours for any workweek during which travel will occur for the purpose of identifying and tracking compensable travel time. The travel during the Postdoctoral Scholar's assigned regular working hours is considered time worked.
 - c. Assigned travel that does not keep a Postdoctoral Scholar away from home overnight, travel time to the first destination and from the final destination, except for the time the Postdoctoral Scholar normally would spend traveling to and from the workplace, counts as time worked.
 - d. Assigned travel that keeps a Postdoctoral Scholar away from home overnight is counted as time worked when such travel occurs during their assigned regular working hours.
 - e. Travel time outside of their assigned regular work hours is not time worked, unless the Postdoctoral Scholar performs actual work during that time. Prior to performing work during the travel time, the Postdoctoral Scholar must have advance written authorization from their supervisor.

10. Meal periods are not time worked.
11. When the University requires a Postdoctoral Scholar to change into or out of protective clothing, engage in special washing or cleaning procedures, or perform other activities on or at a University facility before or after the work period, the time spent in such activities is considered time worked.
12. The Union shall receive notification of Postdoctoral Scholars in title code 3255 through the File Transfer Protocol (FTP) reports.

D. LABOR MANAGEMENT MEETINGS

The parties agree to administer the provisions of Section C in accordance with Article 10, Labor-Management Meetings. Upon the union's request, the University shall provide time sheets for specific identified locations, provided the union makes the request at least sixty (60) days prior to the scheduled Labor Management Meeting.

Appendix YY
Addendum to Table 23

Experience Level	Hourly Rate
0-2	\$22.74
3	\$23.54
4	\$24.48
5	\$25.46

The rates above shall reflect the parties' final agreement on Compensation and shall be updated each subsequent year of the Agreement.

ARTICLE 26 TITLES AND CLASSIFICATIONS

A. GENERAL PROVISIONS

1. A Postdoctoral Scholar is an individual who has received a doctoral degree (or equivalent) and is engaged in a temporary and defined period of mentored advanced training to enhance the professional skills and research independence needed to pursue his or her chosen career path.
2. Postdoctoral Scholars train under the direction and supervision of faculty mentors in preparation for academic or research careers.
3. In addition to pursuing advanced preparation in research, Postdoctoral Scholars may be approved to engage in other activities to enhance teaching and other professional skills. If formal teaching duties are assigned, a Postdoctoral Scholar will be assigned both a Postdoctoral Scholar title and an appropriate teaching title.
4. Ordinarily, Postdoctoral Scholars are not permitted to serve as principal investigators on extramurally sponsored contracts or grant applications. Because the University recognizes that proposal preparation is an important aspect of most postdoctoral training, campuses may permit Postdoctoral Scholars to serve as principal investigators on such applications that are restricted to Postdoctoral Scholars, or in other circumstances approved by the University.
5. The provisions of this section are not grievable.

B. BARGAINING UNIT CLASSIFICATIONS

A brief description of the titles and classification in this unit is set forth below. The parties understand and acknowledge that these descriptions are intended to be general. The University may concurrently appoint Postdoctoral Scholars to more than one Postdoctoral Scholar title.

1. **Postdoctoral Scholar – Employee (3252):** An appointment is made in the title “Postdoctoral Scholar – Employee” when
 - a. the agency funding the salary requires or permits the appointee to be an employee of the University, or
 - b. whenever General Funds, Opportunity Funds or other University discretionary funds are used to support the position.
2. **Postdoctoral Scholar – Fellow (3253):** An appointment is made in the title “Postdoctoral Scholar – Fellow” when the Postdoctoral Scholar has been awarded a fellowship or traineeship for postdoctoral study by an extramural agency and the fellowship or traineeship stipend is paid through a University account.

3. **Postdoctoral Scholar – Paid Direct (3254):** An appointment is made in the title “Postdoctoral Scholar – Paid Direct” when the Postdoctoral Scholar has been awarded a fellowship or traineeship for postdoctoral study by an extramural agency and the agency pays the fellowship or traineeship directly to the Postdoctoral Scholar, rather than through the University. Such appointments shall have a “without-salary” status.
4. **Postdoctoral Scholar-- Employee NEX (3255):** An appointment is made in the title “Postdoctoral Scholar-- Employee NEX” when:
 - a. the agency funding the salary requires or permits the appointee to be an employee of the University, or
 - b. whenever General Funds, Opportunity Funds or other University discretionary funds are used to support the position. and
 - c. based on the percentage appointment of the Postdoctoral Scholar, the prorated salary per week does not meet the FLSA salary level test.
5. **Interim Postdoctoral Scholar--Employee (3256):** An appointment is made in the title “Interim Postdoctoral Scholar--Employee” when UC graduate students who recently obtained their PhD degree or equivalent who need a short-term appointment to complete an existing project from their graduate educational programs before moving on to other employment. *While Postdocs may be appointed more than once to TC 3256, no one shall be appointed in TC 3256 for more than a cumulative total of 12 months in one or multiple appointments.*

FOR LBL ONLY

6. **Employee Postdoctoral Fellow (LBL):** The Postdoctoral Fellow appointment is determined when (1) the research is supported by Laboratory funds, or (2) the Laboratory is reimbursed by an external agency for the postdoctoral fellow's appointment.
7. **Employee Special Postdoctoral Fellow (LBL):** The Special Postdoctoral Fellow appointment is for the individual who has funding support from an external agency. The division augments the fellowship funding with additional work and compensation to reach approved Laboratory pay rate minimums.
8. **Employee Interim Postdoctoral Fellow (LBL):** The Interim Postdoctoral Fellow appointment is for the time period between finishing doctoral degree requirements as a Laboratory Graduate Student Research Assistant (GSRA) and beginning postdoctoral work elsewhere. There should be no break-in-service between the end of the GSRA appointment and the beginning of the Interim Postdoctoral Fellow appointment. Such interim appointments are made by a division director, based on the recommendation of the supervisor, and are not to exceed six months.

9. Affiliate Postdoctoral Fellow – Stipend (LBL): The Affiliate Postdoctoral Fellow – Stipend appointment is for a postdoctoral fellow who has been awarded or appointed to a fellowship or traineeship for postdoctoral study by an external agency. The fellowship or traineeship is paid through a Laboratory non-payroll account.
10. Affiliate Postdoctoral Fellow– Paid Direct (LBL): The Affiliate Postdoctoral Fellow – Paid Direct appointment is for the postdoctoral fellow who has been awarded a fellowship or traineeship for postdoctoral study by an external agency. The agency pays the fellowship or traineeship directly to the postdoctoral fellow rather than through the Laboratory.

C. NEW CLASSIFICATIONS

1. When the University creates a new Postdoctoral Scholar classification and title, the University shall mail a notice to the Union of the bargaining unit assignment, if any, of such classification. The Union shall have sixty (60) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit. Postdoctoral Scholars shall not be assigned to the newly established classification until the bargaining unit assignment is either agreed to or resolved by PERB.
 - a. If the Union contests the bargaining unit assignment of the newly created classification/title within the sixty (60) calendar day notice period, the University and the Union shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
 - b. If the Union does not contest the bargaining unit assignment of the newly created position within the sixty (60) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and Postdoctoral Scholars shall be assigned to the newly created classification.
2. If the new classification/title is in the bargaining unit, the University and the Union shall meet and confer regarding the salary range and ancillary pay practices for that new classification.

D. OUT-OF-UNIT MOVEMENT

1. In the event the University initiates the movement of a person in a Postdoctoral Scholar title to a University title that is not in the bargaining unit during the Postdoctoral Scholar appointment, the University shall notify the Union in writing.

- a. If the Union contests the removal of the individual(s) from the bargaining unit within fifteen (15) calendar days after receiving the University's notice, the University shall submit the matter to PERB for resolution. The University will not remove Postdoctoral Scholars from the bargaining unit until UC and the UAW reach agreement, or the matter is resolved by PERB.
 - b. If the Union does not contest the unit assignment of the Postdoctoral Scholar title(s) within the fifteen (15) calendar day notice period, the movement out of the unit may proceed.
- 2. In the event the University proposes to move the title of Postdoctoral Scholar–Employee, Postdoctoral Scholar-Fellow, or Postdoctoral Scholar-Paid-Direct out of the bargaining unit, the University shall notify the Union in writing.
 - a. If the Union contests the removal of the title(s) from the bargaining unit within sixty (60) calendar days of receiving the University's notice, the University shall submit the matter to PERB for resolution. The University will not remove Postdoctoral Scholar titles from the bargaining unit until UC and the UAW reach agreement, or the matter is resolved by PERB.
 - b. If the Union does not contest the unit assignment of the Postdoctoral Scholar title(s) within the sixty (60) calendar day notice period, the movement out of the unit may proceed.

ARTICLE 27
TRAINING

The University shall provide paid time to attend University-required training, workshops and courses, necessary to perform assigned duties. In addition, the University shall pay any associated fees.

ARTICLE 28
TRAVEL REIMBURSEMENT

A. UNIVERSITY REQUIRED TRAVEL

1. The University shall reimburse Postdoctoral Scholars for authorized expenses incurred during University-required business or travel in accordance with the provisions of the appropriate section(s) of the UC Business and Finance Bulletin. Required business may include travel for research required by the supervisor, attendance at conferences, workshops, or University events or courses provided in §B.1., below.
2. The University will not reimburse Postdoctoral Scholars for travel between home and the Postdoctoral Scholars' designated work location.

B. DISCRETIONARY TRAVEL

1. The University may approve a Postdoctoral Scholar's request to attend conferences, workshops, University events, courses, or travel to perform research that is not required by the supervisor but that may further her/his professional development. The University shall not unreasonably deny such requests.
2. In the event the University does not provide paid release time from work to attend approved discretionary travel, the Postdoctoral Scholar may utilize personal time off or unpaid time to attend such approved conferences, workshops or University events or courses provided in §B.1., above.
3. The University may agree to fully or partially reimburse, or not reimburse, the Postdoctoral Scholar for attendance at conferences, workshops or University events or courses provided in §B.1., above.

**ARTICLE 29
UNION ACCESS AND RIGHTS**

A. USE OF FACILITIES

1. **Access** – the University has the right to establish and enforce reasonable access rules and regulations at each campus.
2. **U.S. Mail Delivery** – United States mail on which postage has been paid and which is received by the University bearing the name of the Postdoctoral Scholar and correct specific address will be distributed to the Postdoctoral Scholar in the normal manner.
3. **Use of Mailboxes** – In locations where Postdoctoral Scholars have mailboxes, the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.
4. **E-Mail Use** – UAW designated Postdoctoral Scholar representatives may use their University e-mail account in accordance with applicable University policy regarding electronic mail/electronic communications.

B. POSTDOCTORAL SCHOLAR INFORMATION

1. **FTP File** – The University uses the File Transfer Protocol (FTP) system to provide the UAW with Postdoctoral Scholar information that the University has within its system.
 - a. Within one month following ratification of the Agreement, and on the first Tuesday of each month thereafter, the University shall provide the UAW the following Postdoctoral Scholar full file information in a computer readable form via File Transfer Protocol (FTP). This information shall include: campus, name, home department, Postdoctoral Scholar identification number, classification, title code, percentage appointment, action code, annualized salary, start date of appointment, end date of appointment, most recent date of hire, and e-mail address.
 - b. The University will additionally provide the union with weekly “change” information on the Tuesdays in which the full file information is not sent.
 - c. The FTP file(s) will contain the home address and home phone number for Postdoctoral Scholars who have agreed to the release of such information. Additionally, the FTP file(s) will contain the academic/hiring unit, work phone number, and work mailing address available in the system.
2. **Diversity Information**
 - a. After receiving a request from the UAW, the Office of the President shall supply, on no more than an annual basis, the UAW with the following aggregate information for Postdoctoral Scholars in title codes 3252 and 3253: gender and race/ethnicity. The University will send this aggregate information to the UAW within thirty (30) days after UCOP received the union’s request.
 - b. Neither party waives any right it may have to seek or withhold information regarding race/ethnicity and gender by department when necessary for representation purposes.

C. PUBLICATION OF THE AGREEMENT

Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

D. RELEASE TIME FOR UNION BUSINESS - Postdoctoral Scholar Representatives

1. The UAW may designate up to one (1) member of the bargaining unit for each 250 Postdoctoral Scholars, or major portion thereof, at each campus to serve as UAW Postdoctoral Scholar representatives provided not more than one (1) representative shall be named from any one laboratory or work group. In the event a campus has fewer than 250 Postdoctoral Scholars, the union shall be entitled to name one Postdoctoral Scholar Representative at that location. The function of the UAW Postdoctoral Scholar representative shall be to inform Postdoctoral Scholars of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. The UAW shall notify the campus Labor Relations Office of the names and work locations of the designated representatives, as soon as practicable following such designation.
3. The University shall not unreasonably deny these Postdoctoral Scholars release time to perform responsibilities described in §D.1. Grievance-related release time may include:
 - a. the initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
 - b. one on one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of Article 6, Grievance Procedure;
 - c. meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed or with whom time limit agreements are achieved;
 - d. Informal Review meetings held pursuant to Section A.5.d. of Article 6, Grievance Procedure;
4. The Postdoctoral Scholar representative shall request such release time from her/his supervisor before using work time for representational activities. The Postdoctoral Scholar representative's use of release time shall not interfere with research needs or other operational requirements.
5. In the event the University believes abuse of these provisions may exist, or that the use of such time is interfering with research needs or other organizational requirements, the University will notify the UAW, and the parties will attempt to resolve the matter. The supervisor may deny unreasonable use of release time until the University and the UAW resolve the matter.

E. RELEASE TIME FOR BARGAINING

1. The University will release six (6) designated team members from their work assignments without loss of pay to attend scheduled bargaining sessions, pursuant to the provisions of Article 36, Duration. In addition, the University will

provide unpaid release time to for up to four (4) additional Postdoctoral Scholars. The UAW shall not name more than one (1) representative from each campus.

2. Release time shall be provided only for bargaining sessions, and only for the days which the team member would have been scheduled to work had s/he not been released from her/his work assignments to attend scheduled bargaining sessions.
 - a. Scheduled bargaining sessions are defined as the pre-scheduled face-to-face meetings, and related caucuses during meeting days, for the purpose of negotiating terms and conditions of an Agreement.
 - b. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or if the University agrees that a full-day union bargaining team caucus is necessary to the bargaining process, the University may designate a day without a face-to-face meeting as a "bargaining session".
3. The UAW shall provide the University with written confirmation of the designated bargaining team members no later than forty five (45) calendar days prior to the first scheduled bargaining session. The University is not required to provide release time, either paid or unpaid, if the UAW fails to provide timely notice.
 - a. In the event the UAW permanently replaces any designated member, the UAW shall provide the Office of Labor Relations with written notification of the name of the permanent replacement four (4) workweeks prior to the first scheduled bargaining session that the replacement Postdoctoral Scholar will attend.
 - b. Alternates or substitutes for any of the designated team members may be permitted when the UAW has provided the University with the name and work location of the replacement at least two (2) weeks in advance of the date of the change, unless the parties agree to a shorter notice period.
4. A Postdoctoral Scholar designated as a bargaining team member shall provide her/his supervisor with written notice of her/his intent to attend scheduled bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team representative may be denied release time for bargaining, either in paid or unpaid status, for operational reasons.

F. CAMPUS-WIDE POSTDOCTORAL SCHOLAR ORIENTATION

1. When a campus conducts a campus-wide New Postdoctoral Scholar orientation, the UAW shall have thirty (30) minutes at the end of the UC orientation to conduct a private union orientation.
2. The local Labor Relations Office will provide the UAW with the dates and times of campus-wide New Postdoctoral Scholar Orientations, along with the contact information for the person in charge of scheduling the Orientation at least thirty (30) calendar days prior to the scheduled Orientation(s).
3. The University shall not discourage attendance at the UAW campus-wide New Postdoctoral Scholar Orientation.

ARTICLE 30 UNION SECURITY

A. GENERAL CONDITIONS

1. Notice from the UAW that the Postdoctoral Scholars have ratified the Agreement shall constitute notice to the University that the UAW has implemented the provisions of Section 3583.5(a)(1) of the Government Code providing for fair share service fee collection. All Postdoctoral Scholars covered by the terms of this Agreement shall, as a condition of employment, either become and remain members in good standing of the UAW, or pay a fair share fee to the UAW, pursuant to the provisions of HEERA. The initial deduction of dues and fees pursuant to §B., below, shall occur within sixty (60) days following the union's notice of ratification. Processing deductions for Postdoctoral Scholars in the Paid Direct title will occur within ninety (90) days of ratification.
2. A Postdoctoral Scholar decides whether or not to join the UAW, and the University will not discourage Postdoctoral Scholars from becoming members of the UAW. If asked questions about the UAW Deduction Authorization Form (Appendix C) or the Union in general, the University and its agents shall refer the Postdoctoral Scholars to the Union. Pursuant to HEERA, the payment of union dues and agency fees through payroll deduction will continue even if the collective bargaining agreement expires.
3. The University will deduct from the Postdoctoral Scholar's gross earnings membership dues, assessments and standard initiation fees for members and fair share service fees for non-members in the amount established by the UAW. The University shall, on a monthly basis, deduct such dues or fees from the pay, including supplements, of Postdoctoral Scholars appointed to the Employee title (3252), and/or the stipends paid to Fellow title (3253) in accordance with the provisions of §A.4., below. The University shall remit dues, assessments, fees and fair share service fees to the UAW on a monthly basis.
 - a. In the event a Postdoctoral Scholar is appointed to the Fellow title (3253) and is remunerated with a stipend, the Postdoctoral Scholar shall provide written authorization for the University to deduct the dues/fees from the stipend.
 - b. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Employee title (3252), the dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the Employee (3252) supplement.
 - c. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Fellow title (3253), the dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the Fellow's (3253) stipend.
4. The University shall provide Postdoctoral Scholars with necessary release time in order to meet with a union representative to arrange the method of payment for any remaining dues/fees, or to address other dues/fees concerns.
5. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and they receive a supplement in the 3252 title and/or a stipend in the 3253 title that is insufficient to cover the dues/fees, the University shall deduct the maximum possible amount from the stipend and/or University supplement, and remit the amount of the deduction to the Union.

B. DUES AND FEES

1. **Union Dues** – The Union will verify the Postdoctoral Scholars who have elected to become members of the UAW following completion of a Union membership form by providing the information specified in §H. below, to the campus payroll/Labor Relations office. The University will deduct the amount of membership dues, assessments and standard initiation fees required by the UAW from the earnings of such Postdoctoral

Scholars as set forth in §A. A Postdoctoral Scholar may at any time cancel authorization for payroll dues deduction by presenting a written request for termination and cancellation to the Union. The Union will provide the termination information to the University via the process outlined in §H. of this Article.

2. **Fair Share Service Fees** - Postdoctoral Scholars who do not pay union dues shall pay fair share service fees in the amount established by the UAW as a condition of employment. The University will deduct the amount of the fair share service fee from the earnings of the Postdoctoral Scholar as set forth in §A.
3. **Conscientious Objectors** - The University and Union designate the following charities as provided for by Section 3584(a) of the Government Code:
 - a. American Cancer Society
 - b. Habitat for Humanity
 - c. Oxfam
4. **Changes to dues/fees amounts** – Once per year the UAW shall notify the University of changes to amount of the deductions for fair share fees that the UAW requires to be paid by Postdoctoral Scholars. The University shall make changes to the amount(s) it deducts within 45 days following receipt of the Union's notice.
5. **Authorizing collection of dues and fees** - During the campus/department Postdoctoral Scholar new hire / appointment process during which Postdoctoral Scholars are expected to complete various employment-oriented forms, each newly-employed Postdoctoral Scholar will receive a UAW Deduction Authorization Form (Appendix C) that enables the Postdoctoral Scholar to
 - a. identify if s/he wants to become a member of the UAW, and
 - b. authorize the University to deduct dues/fees from the Postdoctoral Scholar's paycheck/stipend.

The Postdoctoral Scholar shall complete this form during the process and return it to the University representative overseeing the session with all other forms in the packet. The UAW shall retrieve the forms from the office designated by each campus at which the forms shall be made available for UAW retrieval.

C. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

Upon presentation of a legible signed authorization form executed by a Postdoctoral Scholar, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

1. The Postdoctoral Scholar must be an active dues paying member for the VCAP deduction to occur.
2. The VCAP deduction must be in a flat dollar amount and shall be deducted as set forth in A. 3 -5 above.
3. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

D. INDEMNIFICATION

It is specifically agreed that the University assumes no obligation other than that specified in this Article, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UAW hereby agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

E. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues or fee deductions, or any part thereof, the University shall correct the deduction amounts within 30 days of notice from the Union.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period, until the complete dues/fees deductions have been made. In the event a Postdoctoral Scholar terminates her/his employment while still owing dues/fees to the union, the amount owed shall be taken from the Postdoctoral Scholar's final paycheck/stipend.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Postdoctoral Scholars accordingly.
4. The University shall not be responsible for those portions of deductions that the Postdoctoral Scholar's net earnings are insufficient to cover in any pay period.

F. FEES FOR PROVIDING PAYROLL DEDUCTIONS

For each monthly remittance to the UAW, the University shall charge the UAW and deduct from the dues/agency fee service amount being remitted \$10.00 plus \$.07 per Postdoctoral Scholar for whom the University makes dues/agency fee deductions. The University shall deduct such charges from the dues/agency fee service amounts it remits to the UAW.

G. PROCESS FOR TRANSMITTING DUES AND FEES

1. The University will initiate deductions for dues and fair share service fees within sixty (60) calendar days after receiving the UAW's notice of contract ratification.
2. Once per month, the University will provide a list of Postdoctoral Scholars by name, title, total gross monthly pay, amount of union dues/fees, including initiation fees and amount of VCAP contribution, deducted.
3. The University shall provide to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing addresses of all Postdoctoral Scholars for whom the University deducts a fair share service fee. The University shall provide this information as soon as practicable but no later than forty-five (45) days of her/his appointment, insofar as the notice arrives at the mailing house at least five (5) business days before the date on which the deduction is taken.
4. Once per year the UAW shall request that the University send to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing addresses of all Postdoctoral Scholars who are not members of the UAW and who are employed on the last payroll period preceding the Union's request. The University shall provide such information within fourteen (14) calendar days after the University receives the Union's request.

H. UNION TRANSMISSION OF DUES/FEES/VCAP INFORMATION TO THE UNIVERSITY The UAW shall transmit deduction information to the campus payroll office with a copy to the campus labor relations office. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall process all changes submitted by the Union, provided the University receives the information from the Union in time for the deductions to take effect by the next payroll run, by the fifteenth (15th) of the month.

1. The Union will only provide a list of employee records for Postdoctoral Scholars for whom the UAW requests a change.
2. The information shall include:
 - a. Campus

- b. Postdoctoral Scholar ID
- c. Title Code
- d. Employee's current union membership status; i.e., dues or agency fair share service fee payer.
- e. Last four (4) digits of the Postdoctoral Scholar's Social Security number
- f. Union initiation fee (for dues paying members)
- g. Union-charged dues/fees affiliation, i.e., "D" or "F"
- h. GTN code assigned to the deduction
- i. Union current VCAP amount
- j. Union VCAP new or changed amount.

ARTICLE 31
UNIVERSITY FACILITIES AND SERVICES

Postdoctoral Scholars shall have access to current general campus facilities and services as outlined in Appendix D. Nothing shall limit the University's ability to improve Postdoctoral Scholar access to the facilities listed in Appendix D.

ARTICLE 32 WAIVER

- A.** The University and the UAW acknowledge that during the negotiations resulting in this Agreement, each party had the opportunity to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. This Agreement supersedes and replaces any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters. Except as provided in this Agreement, the University and the UAW agree and understand that each voluntarily waives its right to negotiate with respect to:
1. any matter raised in negotiations or covered in this Agreement, or
 2. with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B.** Notwithstanding Section A., above, in the event the University proposes a new policy or practice or a change in an existing policy or practice not covered by the Agreement that has a significant impact on the terms and conditions of employment for a substantial number of Postdoctoral Scholars in the unit, the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.
1. The parties shall undertake negotiations regarding the impact of such changes on Postdoctoral Scholars when all three of the following exist:
 - a. The changes proposed by the University would have a significant impact on the terms and conditions of employment of a substantial number of employees in the bargaining unit;
 - b. The subject matter of the change is within the scope of representation pursuant to HEERA; and
 - c. The UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the UAW of the University's notice as described in Section B.
 2. The UC and the UAW shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.
 3. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

ARTICLE 33
WORK AUTHORIZATION

- A.** The provisions of this Article apply to Postdoctoral Scholars to whom the University has made a written offer of employment, who have accepted such offer in writing, and who have complied with all requirements stipulated in that formal offer letter and any subsequent formal communications between the University and the incoming Postdoctoral Scholar. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, and the timely submission of all documents required by the University to process a request for work authorization
- B.** The University will ensure that the Postdoctoral Scholar does not suffer a loss in pay due to the University's failure to process work authorization paperwork if the University;
1. fails to send necessary paperwork to the appropriate external agencies according to the University's timelines, and
 2. there is a resulting delay in the effective date of the Postdoctoral Scholar's start date.
- C.** The University and the UAW understand and agree that:
1. the University shall not be held responsible for any actions, failures, errors, or decisions of the external agencies, and
 2. the University shall not be held responsible if the applicant is ineligible for work authorization, or if the applicant makes submission or omission errors; and
 3. informal communications between a UC faculty member and a potential Postdoctoral Scholar do not constitute a formal appointment offer.
 4. The provisions of this §B do not apply if the delay is the result of an emergency situation (e.g, an earthquake or flood).

ARTICLE 34
WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

This Article defines the application of sick leave, and personal time off for Postdoctoral Scholars who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act.

1. A Postdoctoral Scholar unable to perform the normal duties of her/his job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability but not to exceed twelve (12) months or the end date of the appointment, whichever comes earlier.
2. Work-Incurred Injury or Illness Leave runs concurrently with Family Medical Leave
3. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.
4. Postdoctoral Scholars who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use sick leave and personal time off as provided below. When sick leave is exhausted and when Postdoctoral Scholars are still unable to work because of such illness or injury, Postdoctoral Scholar may be placed on a leave without pay as provided below.
5. A Postdoctoral Scholar shall notify her/his supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.
6. Leave for a work-incurred injury does not continue beyond the Postdoctoral Scholar's established appointment period.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

1. In the event a Postdoctoral Scholar requires an extension to her/his work-incurred injury or illness leave, s/he shall provide the University with a statement from her/his licensed health care practitioner of the need for the extension and the anticipated return to work date.
2. Such a statement must be provided ten (10) calendar days prior to the date the Postdoctoral Scholar was previously scheduled to return to work.

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. Prior to returning to work, a Postdoctoral Scholar granted a work-incurred injury or illness leave must provide the University with a statement from her/his licensed health care practitioner of the Postdoctoral Scholar's ability to return to work. When possible, a Postdoctoral Scholar granted a work-incurred injury or illness leave must provide the University with ten (10) calendar days notice of her/his ability to return to work. If a return to work specifies restrictions, the University will consider what accommodation, if any, will reasonably be made.
2. If the position held has been abolished during the leave, the Postdoctoral Scholar shall be afforded the same considerations which would have been afforded had that Postdoctoral Scholar been on pay status when the position was abolished.

D. SHORT TERM DISABILITY LEAVE AND PERSONAL TIME OFF TO SUPPLEMENT WORKERS COMPENSATION

1. A Postdoctoral Scholar shall be permitted to use sick leave and personal time off to supplement temporary disability payments received under the California Workers' Compensation Act.
2. Sick leave and personal time off payments shall be the difference between the amount payable to the Postdoctoral Scholar under the Workers' Compensation Act and the Postdoctoral Scholar's regular salary. The additional payment made to a Postdoctoral Scholar to provide the Postdoctoral Scholar with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
3. A Postdoctoral Scholar who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and personal time off credit as appropriate.

E. EFFECT ON PAY STATUS

1. A Postdoctoral Scholar who is receiving temporary disability payments and supplemental sick leave, or personal time off as described in Section D. above is considered on regular pay status for purposes of application of provisions of this Agreement.

F. SEPARATION

A Postdoctoral Scholar shall not use personal time off or sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay.

G. LIGHT DUTY

Subject to operational considerations and budgetary constraints, the University will endeavor, on a case by case basis, to modify duties consistent with documented medical restrictions, for a Postdoctoral Scholar who has experienced work related injuries. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances. Nothing in this provision waives the employer's duties and/or the Postdoctoral Scholar's rights to reasonable accommodations under FEHA and the Americans with Disabilities Act of 1990.

ARTICLE 35
WORKSPACE AND MATERIALS

Postdoctoral Scholars shall have access to required facilities, equipment and materials. Such access shall not be unreasonably denied.

ARTICLE 36 DURATION

A. GENERAL PROVISIONS

The terms and conditions of this agreement shall take effect upon Postdoctoral Scholars' ratification of the Tentative Agreement and shall terminate at 11:59 p.m. on September 30, 2020, unless the University and the UAW mutually and in writing agree to extend any or all of the terms and conditions of this Agreement during this term.

B. NEGOTIATION OF A SUCCESSOR AGREEMENT

1. The UAW shall no later than May 1, 2020 serve upon the Office of Labor Relations of the University written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the UAW's written initial proposals regarding a successor Agreement.
2. The University shall, no later than May 15, 2020 following receipt of the UAW's timely notice of its intent to negotiate a successor Agreement including the UAW's initial proposals, present its written initial proposals regarding a successor Agreement to the UAW.
3. Negotiations shall commence on or about thirty (30) calendar days following the University's submission of its initial proposals, unless the parties agree otherwise in writing prior to the effective dates specified above.
4. Timely notice of intent to negotiate, as provided in §B.1. and §B.2., above, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.
5. Neither party shall have an obligation or requirement to negotiate on any provision of any Article not timely designated.
6. During the period of negotiations on Articles properly designated for amendment the terms and conditions of the agreement shall remain in full force and effect.
7. In the event that neither the UAW nor the University accomplishes timely notice of intent to reopen, the terms and conditions of the Agreement shall remain in full force and effect.
8. The provision of "written initial proposals" shall mean that each party shall identify the specific components that it intends to negotiate and the specific goals it intends to achieve. While neither party is required to draft actual contract language, the "written initial proposals" must include specifics about each contract provision each party intends to change and/or newly include.

APPENDIX A ENUMERATION OF UNIVERSITY BENEFITS

The Postdoctoral Scholars have benefits provided through a comprehensive health & welfare program entitled the Postdoctoral Scholar Benefits Plan (PSBP). Garnett-Powers and Associates administer the PSBP, along with the University of California Office of the President. Details of plan coverages can be found at <http://www.garnett-powers.com/postdoc/index.htm>.

A. HEALTH BENEFITS

1. **Medical Program** – Eligible postdoctoral scholars and their dependents may choose between the following medical programs provided through Healthnet:
 - a. Health Maintenance Organization (HMO)
 - b. Preferred Provider Organization (PPO)
2. **Dental Program** – Eligible postdoctoral scholars and their dependents may choose between the following dental programs provided through either Healthnet or Principal Financial:
 - a. Health Net Dental HMO
 - b. Principal Financial Dental PPO
3. **Vision Program** – Eligible postdoctoral scholars and their dependents are covered through the Health Net vision program.

B. UC RETIREMENT-SAVINGS PROGRAM

1. **Defined Contribution Plan (DCP)**
 - a. Pre-Tax/Safe Harbor Account - Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options.
 - b. After Tax Account – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in a mix of internally and externally managed investment options.
2. **Tax-Deferred 403(b) Plan** – Voluntary participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.
3. **457(b) Deferred Compensation Plan** – Voluntary participation in the UCRS 457(b) Plan is available, effective October 1, 2004, to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

C. LIFE/ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

Standard Insurance Company provides basic life and accidental death and dismemberment (AD&D) coverage. Eligible employees are automatically covered by the plan, which is paid for by UC. The plan includes medical evacuation and repatriation of remains for international postdoctoral scholars.

D. DISABILITY INSURANCE

1. Short-Term Disability Insurance – Short-Term disability insurance is automatically provided to eligible Postdoctoral Scholars. The current University-paid Short-Term Disability Plan will be increased from 60% to 70% of the Postdoctoral Scholar's pre-disability monthly earnings for purposes of calculating benefits during the term of the short term disability, subject to applicable offsets. All other provisions of this benefit remain unchanged.
2. Voluntary Long-Term Disability Insurance – Eligible Postdoctoral Scholars may purchase Optional long-term disability insurance. This optional coverage augments the Short-Term Disability Insurance referenced above, and provides a disability benefit after the short-term benefit ends.

E. BUSINESS TRAVEL ACCIDENT INSURANCE

Employees who are traveling on official University business are covered for \$100,000 of accidental death and scheduled dismemberment insurance.

F. OTHER BENEFITS

Retirement Tax Savings Plan – Required monthly participant contributions to the DCP Pretax Account are automatically deducted from gross pay before federal, state, and FICA taxes are calculated.

APPENDIX B
NOTICE TO CURRENT POSTDOCTORAL SCHOLARS
WITH FULL OR PART- TIME FELLOW (3253) APPOINTMENTS

Dear Postdoctoral Scholar:

UAW Local 5810 is the Union chosen by a majority of Postdoctoral Scholars at the University of California as their collective bargaining representative. The Union bargains and administers contracts with the University covering wages, benefits, hours, rights, terms and conditions of employment for all Postdoctoral Scholars.

Since all Postdoctoral Scholars receive the benefits of the Union contract, you must, under California Law, choose either to become a member of the Union and pay membership dues (currently 1.15% of gross pay) or to pay fair share fees (currently 0.865% of gross pay) as a non-member.

Please know that as a condition of your appointment, you need to fill out, sign and return the enclosed Deduction Authorization Form, which allows you to choose to become a member of UAW Local 5810 and authorizes the University to deduct your dues or fees from your stipend.

A copy of the collective bargaining agreement may be found at:
http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/post_docs/px_complete_agreement_0910.pdf. Please contact the union for information about the union and membership at www.uaw5810.org.

Sincerely,

UC Representative

UAW Local 5810 Postdoctoral Scholar Deduction Authorization Form

UAW Local 5810 is the Union chosen by a majority of Postdoctoral Scholars at the University of California as their collective bargaining representative. The Union bargains and administers contracts with the University covering wages, benefits, hours, rights, terms and conditions of employment for all Postdoctoral Scholars. **Under California State Law (Government Code 3583.5), if you do not choose to be a dues-paying Union member, you are obligated to pay fair share fees as a condition of employment.**

Accordingly, please choose whether to become a member of the Union by checking the appropriate box below and then completing, signing and returning this form.

☐ I **accept membership** in UAW Local 5810. I agree to pay monthly dues, currently 1.44% of gross pay, and a **one-time** \$10 initiation fee. As a member of the Union, I have the right to fill out bargaining surveys, vote to approve contracts, vote for Union representatives, run for Union office, attend Union meetings and otherwise participate in the Union. The more Postdoctoral Scholars who join the Union, the more effective the Union will be in representing Postdoctoral Scholars' interests.

☐ I **decline membership** in UAW Local 5810 and understand that I will still be required to pay fair share fees, currently 1.22% of gross pay, to help pay for the cost of bargaining and administering the Union contract.

I understand that the University will make the appropriate deductions from my pay. If I am a Postdoctoral Scholar-Fellow (Title Code 3253), I authorize the University to deduct dues/fees from my Stipend payment.

_____ Print Name	_____ Signature	_____ Date
_____ Mobile Phone Number	_____ Work Phone Number	_____ Email
_____ Work Location (Building)	_____ Work Location (Rm. #)	_____ P.I./Lab/Research Group
_____ Home Address (Number & Street)	_____ Home Address (City)	_____ Home Address (Zip Code)

"I consider it important, indeed urgently necessary, for intellectual workers to get together, both to protect their own economic status and, also, generally speaking, to secure their influence in the political field." -- Albert Einstein, on why he joined his Union at Princeton as a charter member.

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

PARTICIPATION IN ALL WELLNESS RELATED LECTURES AND ACTIVITIES

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT: Campus offers multiple lectures, fitness, and health screening programs. Where there is a fee, postdocs like other employees required to pay fee.
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT:
LA	Same as faculty http://www.wellness.ucla.edu/stwell_employee_HRA.htm COMMENT:
MR	Same access as academic and staff employees. COMMENT: Most programs are free.
RV	Same access as academic and staff employees. COMMENT: There are some programs offered by the Rec Center that requires membership to access; students have broader access since they pay fees.
SD	Same access as campus community on a first come, first served basis. COMMENT: Wellness programs offered through campus recreation department requires fee for nonstudents.
SF	Same access as campus community. COMMENT:
SB	Same access as other non-represented, non-Senate academics. COMMENT: There are a variety of wellness-related activities available to the campus community, some of which are offered free of charge on first-come, first-served basis.
SC	Same access as academic and staff employees. COMMENT:

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO ALL CAMPUS LIBRARIES AS WELL AS THE SERVICES SUCH AS BOOK RESERVATION, STUDY ROOMS, ETC. AND BORROWING PRIVILEGES

LOC	CURRENT PRACTICE
BK	Same access as generally provided to faculty. COMMENT: Library privileges include services such as book reservation, study rooms, etc.
DV	Same access as faculty. COMMENT: Exception is loan period; for postdocs it's one year or the end of appointment.
IR	Same access as faculty. COMMENT: Currently postdocs have borrowing privileges that are the same as faculty for materials in the general collection. See the Lending Policy at: http://www.lib.uci.edu/services/cards/policies.html . Same privileges as faculty for placing holds and recalls on books and interlibrary loan privileges.
LA	Same as faculty, http://www.library.ucda.edu/service/2149.cfm COMMENT:
MR	Same access academic and staff employees. COMMENT:
RV	Same access academic and staff employees. COMMENT:
SD	Same access and privileges as faculty. COMMENT:
SF	Same access as faculty. COMMENT:
SB	Same access to borrowing and book reservation privileges as faculty. COMMENT: No access to study rooms other than open first-come, first-served rooms. Day use rooms for graduate students.
SC	Same access as academic and staff employees. COMMENT: Faculty and staff charged for some services. Postdoc borrowing privileges would end on appointment end date.

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO CAMPUS DINING FACILITIES/MEAL PLANS

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT: There are various facilities such as faculty clubs, dining halls and campus eateries where fee for service is had.
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT: There is a fee for service for food in dining halls and University Club.
LA	Same access as academic and staff employees. COMMENT: At the faculty center, they must pay monthly dues. For a postdoctoral scholar below the level of Associate Professor, they are entitled to six months free dues. See http://facultycenter.ucla.edu/membership.htm . Also able to purchase a non-resident campus meal plan.
MR	Same access as academic and staff employees. COMMENT: UCM does not have meal plans for faculty and staff.
RV	Same access as academic and staff employees. COMMENT: There is fee for service for food in the dining halls and to join the Faculty Club.
SD	Same access as academic and staff employees. COMMENT: All have access to dining facilities and can set up their ID card as a campus debit card to use at dining facilities, independent restaurants and other services.
SF	Same access as academic and staff employees. COMMENT:
SB	Same access as academic and staff employees. COMMENT: Postdocs have same access to student residential hall dining facilities as all other UCSB faculty and staff with the exception of staff in Housing and Residential Services who have alternate privileges at the dining commons. Other campus dining facilities are available to postdocs under the same terms and conditions as other campus staff and/or the public.
SC	Same access as academic and staff employees. COMMENT:

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO SPORTS/RECREATION FACILITIES AND THE SERVICES THEY PROVIDE

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT:
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT: There is a fee for Anteater Rec Center. Student fee is less than employees since Center supported by student fees.
LA	Same access as academic and staff employees. COMMENT: Access at the Faculty/Staff Rate to all fitness centers http://www.recreation.ucla.edu/insidepage.aspx?uid=27a1dd4a-8ac1-4d2b-9fbb-a6cd24d2b4b
MR	Same access as academic and staff employees. COMMENT:
RV	Same access as academic and staff employees. COMMENT: Students have access to the Rec Center as a component of registration fees.
SD	Same access as academic and staff employees. COMMENT: Postdocs are eligible to purchase rec cards that give access to rec facilities, services, and activities similar to faculty and staff.
SF	Same access as academic and staff employees. COMMENT:
SB	Same access as other non-represented, non-Senate academics. COMMENT:
SC	Same access as academic and staff employees. COMMENT:

APPENDIX D
UNIVERSITY FACILITIES AND SERVICES
ACCESS TO COMPUTER/INFORMATION FACILITIES

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT:
DV	Same access as academic and staff employees. COMMENT: Access and availability to computer and information facilities can vary widely depending on division, department or research unit. Postdocs are eligible for campus email account, Kerberos Id, and access to public computers.
IR	Same access as academic and staff employees. COMMENT:
LA	Same access as academic and staff employees. COMMENT: Some computer labs are specialized or for undergraduate student use.
MR	Same access as academic and staff employees. COMMENT:
RV	Same access as academic and staff employees. COMMENT: There may be fee for some services.
SD	Same access as academic and staff employees. COMMENT: Postdocs are eligible for campus email account, single signon ID, and access to public computers in the Price Center and other locations.
SF	Same access as academic and staff employees. COMMENT:
SB	Same access as academic and staff employees. COMMENT: Access and availability to computer and information facilities varies widely, depending on division, department, or research unit.
SC	For student instruction only. COMMENT:

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO PRINTING FACILITIES

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT: All postdocs get the same discounted rates as university employees provided they show their ID card.
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT:
LA	Same access as academic and staff employees. COMMENT: Some departments maintain their own printing labs that postdoctoral scholars can access; in general, for library they have same access and rates as faculty and staff.
MR	Same access as academic and staff employees. COMMENT:
RV	Same access as academic and staff employees. COMMENT: There may be fees for certain services.
SD	Same access as academic and staff employees. COMMENT: Postdocs can purchase services at campus imprints as other employees.
SF	Same access as academic and staff employees. COMMENT:
SB	Same access as academic and staff employees. COMMENT: Access and availability to printing facilities varies widely, depending on division, department, or research unit.
SC	Same access as academic and staff employees. COMMENT:

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO AND DISCOUNTED RATES TO CAMPUS EVENTS

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT: All employees receive the same discount for sporting events and performances (such as plays, orchestra, etc.).
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT: Students have free access to sporting events. Most theatre are discounted; productions and concerts are not.
LA	Same access as academic and staff employees. COMMENT:
MR	Same access as academic and staff employees. COMMENT: All UCM employees receive same discount.
RV	Same access as academic and staff employees. COMMENT: Students have free access to sporting events.
SD	Same access as academic and staff employees. COMMENT: Postdocs are eligible for discounts at the Box office. UCSD ID card required.
SF	Same access as academic and staff employees. COMMENT:
SB	Same access as non-represented, non-Senate academics. COMMENT: To the extent a campus event offers discounted rates to all university employees, postdocs would be included.
SC	Same access as academic and staff employees. COMMENT:

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO CAMPUS MUSEUMS

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT:
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT: There are no campus museums.
LA	Same access as academic and staff employees. COMMENT: Free admission, Hammer Museum http://hammer.ucla.edu/visit/index.html ; Fowler Museum http://fowler.ucla.edu/incEngine/?content=cm&cm=visit
MR	Same access as academic and staff employees. COMMENT: We do not have any campus museums.
RV	Same access as academic and staff employees. COMMENT: May be fee for access. Students have free access.
SD	Same access as academic and staff employees. COMMENT: Gallery is open to all. Some exhibits may have entry fee for all.
SF	Same access as academic and staff employees. COMMENT: There are no museums.
SB	Same access as non-represented, non-Senate academics. COMMENT: To the extent a discounted rate was offered to all university employees, postdocs would be included.
SC	Same access as academic and staff employees. COMMENT:

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO CAMPUS HOUSING

LOC	CURRENT PRACTICE
BK	Limited Access. COMMENT: Postdocs get access to Family Housing only in this order: students, postdocs, visiting scholars.
DV	Limited Access as non-Senate academic employees. COMMENT:
IR	Limited Access. COMMENT: Access to faculty and staff housing only (University Hills); when apartments become available the faculty waitlist is given first priority, the non-Senate academic waitlist (which includes postdocs) is second priority, then third priority is given to staff employees.
LA	Limited Access. COMMENT: Postdoctoral Scholars receive 100 space allotment, Master Housing Plan, in particular see pages 16, 19, and 23. http://www.housing.ucla.edu/SHMP/SHMP-2017-3.pdf
MR	Limited Access. COMMENT: We do not have on campus housing for faculty or staff, only for students.
RV	Limited Access. COMMENT: Only student have access to campus housing except for a few family housing slots made available to postdocs.
SD	Limited Access. COMMENT: Postdocs are eligible to get on the waiting list for La Jolla Del Sol complex. Selection is based on date of registration.
SF	Limited Access. COMMENT: Postdocs' access is equivalent to students; better than non-Senate academics.
SB	Limited Access. COMMENT: Postdocs generally have access to campus housing facilities on the same terms and conditions as other non-represented, non-Senate academics.
SC	Limited Access. COMMENT: Rentals on the same basis as other academic and staff employees; ineligible for housing purchase.

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO CAMPUS CHILDCARE

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT:
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT: There are fees for service. There is a subsidized program for students only.
LA	Same access as academic and staff employees. COMMENT: Eligible for faculty and staff tuition assistance program.
MR	Same access as academic and staff employees. COMMENT: Just opened childcare center and all employees are eligible for consideration.
RV	Same access academic and staff employees. COMMENT: The fee for service is the same for all employees except for students where it is subsidized.
SD	Limited Access. COMMENT: Postdocs are eligible to add children in ECEC and Mesa Part-time program waiting list. Selection is based on date of registration.
SF	Same access as students. COMMENT: Student access is better than non-Senate academic employees.
SB	Same access as academic and staff employees. COMMENT:
SC	Same access as academic and staff employees. COMMENT:

**APPENDIX D
UNIVERSITY FACILITIES AND SERVICES**

ACCESS TO VISA SERVICES

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees who are international scholars. COMMENT: The Berkeley International Office provides visa and immigration services to Berkeley international scholars and researchers. See http://internationaloffice.berkeley.edu
DV	Same access as academic and staff employees who are international scholars. COMMENT: Services for International Students and Scholars (SISS) assists international students, scholars and UC Davis departments with visa and immigration issues. See http://siss.ucdavis.edu/
IR	Same access as academic and staff employees who are international scholars. COMMENT: The UCI International Center is responsible for issuance for a variety of visa documents as well as compliance with SEVIS requirements. See http://www.ic.uci.edu/scholars/index.php .
LA	Same access as academic and staff employees who are international scholars. COMMENT: The Dashew Center for International Students and Scholars assists UCLA departments and units by advising on immigration regulations and visa options. It also prepares and files petitions and applications with USCIS, DOL and other government agencies, for those persons whom the department wishes to employ. See http://www.internationalcenter.ucla.edu/VisaServices.aspx
MR	Same access as academic and staff employees who are international scholars. COMMENT: The International Students and Scholars Office (ISSO) assists faculty members, researchers and students with visa and immigration needs. ISSO also is a resource providing support with University-sponsored visa petitions, and helping to create an awareness of immigration issues and procedures. See http://iss.ucmerced.edu/scholars/visa-information
RV	Same access as academic and staff employees who are international scholars. COMMENT: The International Center provides advice on visa and immigration issues. See http://internationalcenter.ucr.edu
SD	Same access as academic and staff employees who are international scholars. COMMENT: The International Student Office and International Scholar Office assists international scholars with immigration regulations and documents and hospitality programs. See http://icenter.ucsd.edu/isso/
SF	Same access as academic and staff employees who are international scholars. COMMENT: Services to International Students and Scholars (SISS) provides international students, scholars, and visitors with information, advice, and assistance in obtaining visa documentation and authorization for employment, and in the maintenance of immigration status. See http://policies.ucsf.edu/100/10015.HTM
SB	Same access as academic and staff employees who are international scholars. COMMENT: The Office of International Students and Scholars (OISS) assists international scholars engaged in teaching and research with immigration regulations and visa assistance. See http://www.kiosk.ucsb.edu/InternationalStudentServices/index.aspx
SC	Same access as academic and staff employees who are international scholars. COMMENT: International Scholar and Student Services (ISSS) is a functional area of the Office of International Education and advocates for international scholars and provides information and guidance on the regulations and laws required to remain in the US legally. See http://ioie.ucsc.edu/is3/

APPENDIX E GRIEVANCE FORM

UC/UAW STEP 1 GRIEVANCE FORM	Allegations of a violation of the UC/UAW Agreement covering Postdoctoral Scholars must be filed on this form. See the UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor Relations Office. Pursuant to section 3567 of HEERA, UC shall not agree to resolution of the grievance until the UAW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. YOU MUST PROVIDE THE INFORMATION MARKED WITH AN ASTERISK (*) IN ACCORDANCE WITH ARTICLE 6, GRIEVANCE AND ARBITRATION, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING (Form available at http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/post_docs/contract_articles/px-ax-e-grievance-form-112010.pdf).		
GRIEVANT'S NAME* LAST FIRST MI		GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)	
BARGAINING UNIT CLASSIFICATION TITLE* (e.g. Postdoctoral Scholar-Employee, Postdoctoral Scholar-Fellow, etc..)		GRIEVANT'S HIRING UNI/DEPARTMENT*	GRIEVANT'S HOME TELEPHONE NUMBER
NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE AND TELEPHONE NUMBER		NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT [OR REPRESENTATIVE'S ADDRESS MAY BE USED] *	
REPRESENTATIVE'S NAME (IF REPRESENTED) *	REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE) *		REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER
REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP			
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL NAMES) <input type="checkbox"/> UNION		SPECIFIC ARTICLE(S) & SECTION(S) OF THE UC/UAW AGREEMENT ALLEGED TO BE VIOLATED*	
DATE OF ALLEGED VIOLATION(S) *	DATE OF INFORMAL STEP DISCUSSION WITH SUPERVISOR IF ANY	DATE OF INFORMAL 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 REPRESENTED)			DATE

GRIEVANCE REVIEW – PART 2

DATE STEP 1 GRIEVANCE FILED	DATE OF UC DECISION	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS A MEETING HELD? <input type="checkbox"/> YES <input type="checkbox"/> NO DATE OF MEETING:
STEP 1 DECISION (ATTACHED SEPARATE SHEET OF PAPER IF NEEDED)			
SIGNATURE OF STEP 1 REVIEWER	PRINTED NAME AND TITLE OF STEP 1 REVIEWER	TELEPHONE NUMBER	

FORM FOR APPEAL TO STEP 2

(Appeals may be filled with Campus Labor Relations Office on this form or in accordance with Article 6, Grievance and Arbitration)

<input type="checkbox"/> I DO NOT ACCEPT THE STEP 1 RESPONSE AND I APPEAL TO STEP TWO (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE	ARE YOU REQUESTING A MEETING? <input type="checkbox"/> YES <input type="checkbox"/> NO
UNRESOLVED ISSUES APPEALED TO STEP 2			

GRIEVANCE REVIEW – STEP 2

DATE STEP 2 APPEAL FILED	DATE OF UC DECISION	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS A MEETING HELD? <input type="checkbox"/> YES <input type="checkbox"/> NO DATE OF MEETING:
SIGNATURE OF STEP 2 REVIEWER		PRINTED NAME AND TITLE OF STEP 2 REVIEWER	

**APPENDIX F
PANEL OF ARBITRATORS**

NORTH

1. Norman Brand
2. Alexander Cohn
3. Ann Andrews Ellis
4. Matthew Goldberg
5. Joe Henderson
6. Nancy Hutt
7. John Kagel
8. Andria Knapp
9. John LaRocco
10. Robin Matt
11. Luella Nelson
12. Paul Roose
13. Barry Winograd

SOUTH

1. Mark Burstein
2. Douglas Collins
3. Walter Daugherty
4. Edna Francis
5. David Hart
6. Fred Horowitz
7. Jill Klein
8. Kenneth Perea
9. Guy Prihar
10. Michael Prihar
11. Jan Stiglitz
12. Terry Tucker
13. Louis Zigman

APPENDIX G

Sample Appointment Letter

The information below represents core information that must be included in appointment/reappointment letters. However, campuses may customize and provide additional information related to Postdoctoral Scholar appointments, in a manner that does not conflict with this template or the UC-UAW Contract.

Date

Postdoc, PhD
Address

Dear Dr. [last name]:

Congratulations! I am pleased to invite you to accept an appointment as a full time (100%) Postdoctoral Scholar-___ in the Department of _____ at the University of California, [campus] effective [date] through [date] at an annual rate of \$_____. You will be funded from _____.

Your work location will be _____ under the supervision of Professor _____ and your research activities will involve _____.

Postdoctoral Scholars at the University of California are exclusively represented by the United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW). The union's (UAW Local 5810) website is <http://uaw5810.org/>.

A copy of the collective bargaining agreement between the University of California and the UAW is available at <http://ucnet.universityofcalifornia.edu/labor/bargaining-units/px/contract.html>.

Details concerning your benefits as a Postdoctoral Scholar are set forth in Article 3 "Benefits" of the UC-UAW Local 5810 Collective Bargaining Agreement ("CBA") (<http://ucnet.universityofcalifornia.edu/labor/bargaining-units/px/index.html>). Postdoctoral Scholars must have adequate health insurance coverage for the duration of the appointment. You are eligible to participate in the UC Postdoctoral Scholars Benefits Plan (PSBP), which includes medical, dental, vision, life, accidental death and dismemberment, disability insurance, and workers' compensation, and which satisfies U.S. visa requirements. Your family is also eligible to participate in the medical, vision and dental plans. Postdoctoral Scholars are obligated to contribute to the monthly subscriber portion of the medical insurance premium (Appendix A), unless they opt out. For detailed information, please contact Garnett-Powers.

If you decide to enroll in PSBP you must enroll within thirty-one calendar days from the first day of your official appointment. The insurance begins the first day of your appointment. Failure to timely enroll will result in a delay and limited access to services. Complete information is available at: <http://www.garnett-powers.com/postdoc>.

You can also obtain information from your union at: <http://www.uaw5810.org/know-your-rights/psbp/>. In accordance with local access rules and/or practices, upon appointment/reappointment you are entitled to have a meeting with your Union representative at your worksite to discuss your right to benefits and your benefit options under the collective bargaining agreement.

Also be advised that the University maintains individual personnel files for all employees and you have the right to access your personnel file in accordance with Article 18, Personnel Files.

This Postdoctoral Scholar appointment offer is contingent upon evidence of a doctoral degree and documentation of employment eligibility in compliance with the Immigration Reform and Control Act of 1986. Please indicate your acceptance by signing a copy of this official appointment letter and returning it to your department administrator at the following address:_____. Upon receipt of your formal acceptance, if any additional forms (e.g. visa application) are required to be completed by you, Department contact will contact you. If you have any questions regarding this appointment, please contact them at Phone or Email.

We would appreciate receiving your response within __ days of this offer. Again, congratulations, and we look forward to hearing from you soon.

Appointing Authority Signature

Enclosure

cc: Chair
Professor

I accept this appointment: _____ Date: _____

APPENDIX A

2017 Health and Welfare Postdoctoral Scholar Benefit Plan

The 2017 Benefits information for all postdoctoral scholars is outlined below. Please review the rates and options available which include postdocs and their dependents. Postdoctoral Scholar Employees (title code 3252) will pay the rates as noted; Postdoctoral Fellows (title code 3253) may have some or all of the institutional allowance used to pay the UC's share and Postdoctoral Paid Directs (title code 3254) may be billed for UC's share if the funding agency has provided funding for health care and other additional benefits (as noted below) directly to the postdoc.

Contributions

The 2017 monthly contribution levels for the HMO Plan will remain the same percentages (2% for postdoc only and postdoc plus child(ren); 3% for postdoc plus spouse or family coverage) and the monthly contribution levels for the PPO Plan will be \$20 for postdoc only, \$40 for postdoc plus spouse or child(ren), and \$60 for family. Please refer to the chart below for more details.

University of California Postdoctoral Scholar Benefit Plan "PBSP" 2017 Monthly Premium Rates Effective 01-01-2017 through 12-31-2017				
	HMO		PPO	
Coverage Level	UC	Postdoctoral Scholar	UC	Postdoctoral Scholar
Postdoctoral Scholar	\$490.90	\$10.02	\$501.63	\$20
Postdoctoral Scholar + Partner	\$1,166.24	\$36.07	\$1,211.90	\$40
Postdoctoral Scholar + Child(ren)	\$859.16	\$17.53	\$872.87	\$40
Postdoctoral Scholar Family	\$1,482.08	\$45.84	\$1,530.99	\$60

Additional benefits include: Dental HMO or PPO; Health Net Vision; Standard Life/Accidental Death and Dismemberment; Standard Short Term Disability; Voluntary Long Term Disability. The Long Term Disability is voluntary and will cost \$9.00 per month. Additional voluntary supplemental life insurance is also available (premiums vary).

All postdoctoral scholar monthly contributions are due on the first of the month. If you are paid through payroll system your contribution will continue to be deducted from your paycheck. If you do not receive

pay through the payroll system, you will be billed from Garnett-Powers & Associates. Look for additional information in the mail from Garnett-Powers & Associates.

For more information, visit: <http://www.garnett-powers.com> or contact your campus postdoctoral scholar benefits office, Garnett-Powers or the Union for Postdoctoral Scholars, UAW Local 5810 (uaw5810@uaw5810.org), if you have questions.

APPENDIX B

Postdoctoral Scholar – Fellow (title code 3253)

Postdoctoral Scholar – Paid Direct (title code 3254)

If your fellowship award or external funding source provides an institutional allowance, research allowance or funding for the cost of health benefits, the University may deduct (if the allowance is administered by the university) or bill you (if the award is given directly to you) for the cost of the university portion of the benefits premiums.

Notice of such deduction or billing will be provided to you no later than 30 days prior to the deduction or billing. If the allowance is managed by the university, you have the right to request and receive a copy of your budget from your mentor or department financial administrator.

There may be imputed income/tax implications for insurance premiums paid on your behalf.

Table 23
Postdoctoral Scholar - Employee
Postdoctoral Scholar - Fellow
Postdoctoral Scholar - Paid Direct
Interim Postdoctoral Scholar - Employee

Postdoctoral Scholar Experienced-Based Salary/Stipend Minimum
Fiscal Year

Appointment Step for Postdoctoral Scholar Experience Level	Minimum Rates Paid for Experience Level			
	2/1/16		12/1/16	
	<u>Annual</u>	<u>Monthly</u>	<u>Annual</u>	<u>Monthly</u>
Level 0 (0 - 11 months)	43,692	3,641.00	48,216	4,018.00
Level 1 (12 - 23 months)	45,444	3,787.00	50,316	4,193.00
Level 2 (24 - 35 months)	47,268	3,939.00	52,140	4,345.00
Level 3 (36 - 47 months)	49,152	4,096.00	54,228	4,519.00
Level 4 (48 - 59 months)	51,120	4,260.00	56,400	4,700.00
Level 5 (60 - 71 months)*	53,160	4,430.00	58,560	4,880.00

* Appointment to Postdoctoral Scholar, Experience Level 5, is by exception.

Table 23N
Non-Exempt Postdoctoral Scholar - Employee
Experience-Based Hourly Rate Minimum
Fiscal Year

Appointment Step for Postdoctoral Scholar Experience Level	Minimum Hourly Rate Paid for Experience Level
	<u>11/20/16</u>
Level 0 (0 - 11 months)	20.93
Level 1 (12 - 23 months)	21.77
Level 2 (24 - 35 months)	22.64
Level 3 (36 - 47 months)	23.55
Level 4 (48 - 59 months)	24.49
Level 5 (60 - 71 months)*	25.46

* Appointment to Postdoctoral Scholar, Experience Level 5, is by exception.

Table 23N
Postdoctoral Scholar - Employee (Non-Exempt)
Experience-Based Hourly Rate Minimum
Fiscal Year

Appointment Step for Postdoctoral Scholar Experience Level	Minimum Hourly Rate Paid for Experience Level	
	<u>2/1/16</u>	<u>12/4/16</u>
Level 0 (0 - 11 months)	20.93	23.10
Level 1 (12 - 23 months)	21.77	24.10
Level 2 (24 - 35 months)	22.64	24.98
Level 3 (36 - 47 months)	23.55	25.98
Level 4 (48 - 59 months)	24.49	27.02
Level 5 (60 - 71 months)*	25.46	28.05

* Appointment to Postdoctoral Scholar, Experience Level 5, is by exception.

UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT
HUMAN RESOURCES

OFFICE OF THE PRESIDENT
300 Lakeside Drive, Suite 1045
Oakland, CA 94612-3550

SIDE LETTER AGREEMENT JOINT HEALTH CARE COMMITTEE

The parties to this Agreement are the University of California (UC) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 5810 (UAW).

1. This agreement is non-precedential and applies only to the aforementioned parties on behalf of Postdoctoral Scholars (and their eligible dependents) at the University of California who are enrolled in the Postdoctoral Scholars Benefits Program (PSBP).
2. In accordance with Appendix G, the Side Letter establishing the Joint Health Care Committee, the parties have met and discussed goals, trends and improvements and have reached an agreement on certain changes to the health and welfare programs effective January 2013. A summary of the changes are reflected below, but the specific terms and conditions shall be set forth in the plan documents, where applicable.
 - a. Add transgender surgical benefit comparable to the faculty and staff plan;
 - b. Add coverage for implantable contraceptive devices, such as IUDs, to the HMO plan;
 - c. Enhance Principal PPO Dental Benefit to include an Exclusive Provider Organization (EPO) dentist network in addition to the PPO and out-of-network providers. Increase the calendar year benefit maximum for the EPO and PPO Networks to \$1,700 and keep the current \$1,500 calendar year benefit maximum for the Out of Network Providers.
 - d. Enhance the Health Net DHMO to include capping the member's co-pay for dental crowns at \$200 for each crown;
 - e. Add SelectPlus (also known as "Sittercity") Benefit comparable to the faculty and staff plan;
3. In accordance with Article 3, Benefits, Sections A2 and B5, and for the remainder of the Agreement, the parties have agreed to hold and/or reduce the contribution levels required by Article 3, Section B: 5b, 5c, and 5d.
 - a. Freeze the percentage contribution required for the Health Maintenance Organization (HMO) plan as follows:
 - Scholar only – 2% of monthly health care premium
 - Scholar plus child(ren) – 2% of monthly health care premium

- Scholar plus spouse – 3% of monthly health care premium
- Family - 3% of monthly health care premium

b. Freeze the contribution rate required for the Preferred Provider Organization (PPO) plan as follows:

- Scholar only – \$20.00 per month
- Scholar plus child(ren) – \$40.00 per month
- Scholar plus spouse – \$40.00 per month
- Family - \$60.00 per month


4. With the exception of 2.e, SelectPlus above, nothing in this Agreement changes the Benefits offered in Appendix A.
5. Postdoctoral Scholars who separate on or before March 31, 2013, shall continue to have one month of additional coverage, immediately following the month in which they separate, for medical, dental and vision plans. The additional month of coverage shall terminate no later than April 30, 2013. Postdoctoral scholars who separate on or after April 1, 2013 shall have medical, dental and vision coverage through the last day of the month in which they separate.

Example 1) A Postdoctoral Scholar who separates on March 13th, shall have coverage through April 30th.

Example 2) A Postdoctoral Scholar, who separates on April 13th, shall have coverage through April 30th.

6. This agreement expires on September 30, 2015, commensurate with the full Agreement expiration.

FOR THE UNIVERSITY



Nadine Baron Fishel
Associate Director, Labor Relations
University of California

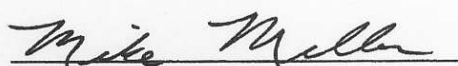


Mark Esteban
Director, Benefit Programs
University of California

10-18-12

Date

FOR THE UNION



Mike Miller
International Representative
UAW



Neal Sweeney
President
UAW, Local 5810

10/23/12

Date

SIDE LETTER
Special Lab Transition

Unless otherwise specified in this Side Letter, all provisions of the Postdoctoral Scholar Collective Bargaining Agreement shall apply to Postdoctoral Scholars at Lawrence Berkeley National Laboratory (hereinafter “Lab” or “LBL”). The parties agree to the following terms for transitioning the newly added LBL Postdoctoral Scholars into the bargaining unit:

1. RECOGNITION

On September 12, 2016, the Public Employment Relations Board issued a unit modification order (SF-UM-769-H). Article 1 – Recognition has been updated to reflect the order.

2. TITLES AND CLASSIFICATIONS

No later than July 1, 2017 Lab Postdoctoral Scholars shall have their title codes changed to the following:

Lab Titles	July 1, 2017 Titles
Employee Postdoctoral Fellow (LBL)	Postdoctoral Scholar – Employee Title Code 3252
Employee Special Postdoctoral Fellow (LBL)	Employee Special Postdoctoral Fellow (LBL)
Employee Interim Postdoctoral Fellow (LBL)	Employee Interim Postdoctoral Fellow (LBL) Title Code 3256
Affiliate Postdoctoral Fellow - Stipend (LBL)	Postdoctoral Scholar – Fellow Title Code 3253
Affiliate Postdoctoral Fellow – Paid Direct (LBL)	Postdoctoral Scholar – Paid Direct Title Code 3254

Lab Postdoctoral Scholars shall be treated in the manner defined in Article 25 Titles and Classifications, Section B, 6-10 regardless of the use of UC Title Codes.

3. APPOINTMENTS

The provisions of Article 2 shall apply to Lab Postdoctoral Scholars, including Section A.3. – 5th year exception. Additionally, if a Postdoctoral Fellow is on an approved paid or unpaid leave of absence for one month or longer, their appointment may be extended by the length of the leave up to one additional year beyond the five-year maximum.

4. BENEFITS

a. Health benefits:

- 1) Current Lab Postdoctoral Scholars (Postdoctoral Fellow Employee, Employee Special Postdoctoral Fellow, Employee Interim Postdoctoral Fellow) employed on or before December 31, 2016 shall remain in Staff plans for Plan Year 2017 (Jan-Dec). Such Lab Postdoctoral Scholars shall move to the Postdoctoral Scholars Benefit Plan (PSBP) for Plan Year 2018 during the regular PSBP Open Enrollment Period in Fall of 2017 for Plan Year 2018.
- 2) Postdoctoral Scholars newly hired on or after January 1, 2017 shall enroll in PSBP during their period of initial eligibility (pie).
- 3) Affiliate Postdoctoral Fellows shall have an opportunity to enroll in PSBP during the month following ratification with coverage to begin no later than January 1, 2017, using a special process which the Lab shall provide in writing.
- 4) Lab Postdoctoral Scholars enrolled in PSBP shall pay the premium share in accordance with Article 3 – Benefits.

b. Relocation benefits:

LBL shall continue to provide relocation benefits to eligible Postdoctoral Scholars as described in the current RPM Section 4.01.

c. Dependent care Flexible Spending Account (FSA):

LBL Postdoctoral Scholars shall continue to be eligible for Dependent Care FSA.

5. PRINCIPAL INVESTIGATOR STATUS

Lab Postdoctoral Fellows may serve as co-principal investigators on externally funded contracts or grants. They are also permitted to serve as principal investigators on Laboratory Directed Research and Development (LDRD) proposals. Lab Postdoctoral Fellows may be permitted to serve as principal investigators in three areas: (1) awards that are restricted to postdoctoral fellows; (2) small awards for research-related expenses; (3) or other circumstances approved by the division director.

6. VACATION

Effective November 1, 2016, Lab Postdoctoral Scholars shall no longer accrue vacation and shall be fully covered by Article 17 - Personal Time Off (PTO). The Lab shall pay out all of the remaining balance no later than February 1, 2017.

Effective November 1, 2016, Lab Postdoctoral Scholars shall receive 22 days in accordance with Article 17- Personal Time Off. Lab Postdocs who are hired after October 1, 2016, Article 17 shall have PTO pro-rated by the number of months less than one year to September 30.

<u>Month Hired</u>	<u>Pro-rated PTO</u>
Nov	22 days
Dec	20 days
Jan	18 days
Feb	16 days
Mar	14 days
April	12 days
May	10 days
June	8 days
July	6 days
Aug	4 days
Sept	2 days

On October 1 of each year, every Lab Postdoctoral Scholar shall receive 24 days PTO in accordance with Article 17 - Personal Time Off. Personal time off not used within the 12-month period is not carried over into a subsequent appointment year. Personal time off not used when the Postdoctoral Scholar's appointment concludes, including when a Postdoctoral Scholar leaves the appointment prior to the established appointment end date, remains with the University.

7. LEAVES

In the time period and between the date of ratification and February 1, 2017, Lab Postdoctoral Scholars shall use vacation and/or PTO in the same manner as campus and health system bargaining unit Postdoctoral Scholars use Personal Time Off in Article 12 — Leaves.

8. UNION SECURITY

a. Dues, Fees, and Voluntary Community Action Program (VCAP)

The University shall begin dues, fees, and VCAP deduction in accordance with Article 29 - Union Security on the following schedule:

November 1, 2017 (based on October 2017 Payroll)

Employee Postdoctoral Fellow (LBL)

Employee Special Postdoctoral Fellow (LBL)

Employee Interim Postdoctoral Fellow (LBL)

Affiliate Postdoctoral Fellow - Stipend (LBL)

The University shall provide a list with the fellowship amounts of the Affiliate Postdoctoral Fellow – Paid Direct (LBL) no later than November 1, 2017. The UAW 5810 shall be solely responsible for collecting dues or fees from Paid Directs at the Lab.

b. File Transfer Protocol

The Lab shall electronically transmit an employee dues, fees, and VCAP roster containing the information as outlined in Article 30—Union Security and shall include Employee ID Number, Appointment Percentage, appointment start date, Division, Title Code, name, Title, Total Gross Monthly Pay, amount of union dues/fees including initiation fee, amount of VCAP contribution if deducted; however, such data shall not be included in the systemwide reports.

9. SICK LEAVE

Effective October 1, 2017, Lab Postdoctoral Scholars shall no longer accrue sick leave under RPM Section 2.09 and shall be fully covered by Article 23 – Sick Leave. The Lab shall rollover the remaining RPM sick leave balance on November 1, 2017.

Upon initial appointment, a Lab Postdoctoral Scholar shall receive 12 sick days prorated to September 30 of the fiscal year in which they are appointed.

On October 1 of each year, every Lab Postdoctoral Scholar shall receive 12 sick days. The University shall carry forward any unused sick leave on this date.

<u>Month Hired</u>	<u>Days</u>
Nov	11 days
Dec	10 days
Jan	9 days
Feb	8 days
Mar	7 days
April	6 days
May	5 days
June	4 days
July	3 days
Aug	2 days
Sept	1 day

10. HOLIDAYS

The provisions of Article 8 – Holidays shall apply except that the Lab does not recognize Veteran's Day (November 11th) and Cesar Chavez Day (last Friday in March or announced equivalent).

The Laboratory will continue the one administrative holiday that can be used for Veteran's Day, Cesar Chavez Day or the winter shutdown.

11. COMPENSATION

a. Effective October 1, 2016

- 1). The Lab shall adopt the UC scale based on the NIH-NRSA Kirschstein Fellowship Stipends for December 1, 2016, matching steps 2 – 7 for the Life and Physical Sciences Experience Scale. Further, the Lab shall continue to also have a Computational Sciences Experience Scale. (Both scales are reflected below.)

Lab Postdoctoral Scholar Scale Effective October 1, 2016		
UC Appointment Step for Postdoctoral Scholar Experience Level	<i>Life and Physical Sciences</i> (Projected NIH/NRSA Stipend for FY 2017)	Computational Science
0 (0-11 months)	\$48,216	\$66,900
1 (12-23 months)	\$50,316	\$69,576
2 (24-35 months)	\$52,140	\$72,384
3 (36-47 months)	\$54,228	\$75,252
4 (48-59 months)	\$56,400	\$75,252
5 (60-71 months) by exception	\$58,560	\$75,252

- 2). All Lab Postdoctoral Scholars who are below or within their experience scale shall receive an increase to their experience step or 3.4%, whichever is greater.
 - a.) Lab Postdoctoral Scholars whose initial LBL appointment occurred from October 1 through April 1, shall move at least to the next experience minimum salary rate step on October 1 of each year.
 - b.) Lab Postdoctoral Scholars whose initial LBL appointment occurred from April 2 through September 30 shall not be guaranteed to move up to the next minimum salary rate step until October 1st of the next year.
- 3). All Lab Postdoctoral Scholars who are above their experience scale shall receive at least an increase of 3.4%.

b. Effective Increases on October 1st for 2017, 2018 and 2019

1) Range Movement

The Lab ranges shall move annually in accordance with the range movement for the UC scale matching NIH-NRSA Kirschstein Fellowship Stipends steps 2 – 7, in accordance with Article 4 - Compensation. Such

