



UC – UAW LOCAL 5810

11/09/2022 – 9/30/2027

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA, AFL-CIO
AND
ITS LOCAL UNION 5810

(POSTDOCTORAL SCHOLARS)**

[**Click here**](#) for a full PDF of the Agreement that Postdocs ratified on December 9, 2022.

Our union contract, or “Collective Bargaining Agreement” (CBA), is a legal document that lays out our rights and benefits as Postdoctoral Scholars at the University of California. If you have any questions about the contract, please contact your union. You can read a summary of the contract [**here**](#), and the full agreement below.

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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).

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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.

- 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 or other postdoctoral-equivalent mentored research training opportunities at other institutions. Under unusual circumstances the University may grant 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 two (2) years.

1) Release

- a) The University has the sole discretion to release a Postdoctoral Scholar on their first anniversary date. The University shall provide at least thirty (30) calendar days written notice of the release before the first anniversary date.
- b) The notice must be issued by the first anniversary date. If the notice is not provided at least thirty (30) calendar days before the first anniversary date, the release shall be effective thirty (30) calendar days from the date the notice is provided.
- c) The University shall provide a copy of the written release notice to the UAW within three (3) working days of providing the notice to the Postdoctoral Scholar.
- d) Notwithstanding this subsection, the University retains its rights under Article 5 – Discipline and Dismissal and Article 11 – Layoff.

2) Future UC Employment as a Postdoctoral Scholar

A Postdoctoral Scholar who was released under B.2.a.1 above shall be eligible to obtain a new appointment at the University.

- a) If the Postdoctoral Scholar is separated from service for three (3) months or less, the provisions for reappointment in section B. 2. c below apply.
- b) If the Postdoctoral Scholar is separated from service for more than three (3) months, and is appointed to another Postdoctoral Scholar appointment at the University, the Postdoctoral Scholar will receive a new two-year initial appointment under the provisions of section B.2.a.1. above.

3) In order to be appointed for a two-year appointment, a Postdoctoral Scholar must have eligibility as referenced in Section A.3.

- b. When the University appoints a Postdoctoral Scholar in the Interim Postdoctoral Scholar employee title as defined in Article 25, Titles and Classifications, Section 8.5., the initial appointment may be for less than a year.
- c. Reappointment of a Postdoctoral Scholar from any title into the title Postdoctoral Scholar-Employee shall be for a minimum of one (1) year; however, reappointment may be for less than one (1) year under the following circumstances and noted in the reappointment letter:
 - 1) Less than one (1) year of programmatic work
 - 2) Exhausted eligibility as a Postdoctoral Scholar as referenced in section A.3
 - 3) 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 Scholar-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 a minimum of three (3) months at 100% time and a maximum of 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, provided the Postdoctoral Scholar is still within the provisions of Section A. 3. above.
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 with an initial appointment of two (2) years who is 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 Postdoctoral Scholars who need reasonable accommodations should notify their departments in advance of their start date, or any time during employment, in order to begin the interactive process in accordance with Article 22 – Reasonable Accommodation (link to article).
- k. a statement that the Postdoctoral Scholar is exclusively represented by the UAW, and the website address for the Union and the Agreement;
- l. a statement that the University maintains individual personnel files and that the Postdoctoral Scholar may access their file in accordance with the provisions of Article 18–Personnel Files;
- m. name of a person to contact for information regarding the appointment (with contact information); and
- n. information about mandatory new postdoctoral scholar orientation.

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.

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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 or changes in the coverage and costs of available plans, 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 2024, Postdoctoral Scholars shall contribute a portion of the premium as follows:

	HMO	PPO
Coverage Level	Postdoctoral Scholar	Postdoctoral Scholar

Postdoctoral Scholar	2%	4%
Postdoctoral Scholar + Partner	2%	4%
Postdoctoral Scholar + Child(ren)	2%	4%
Postdoctoral Scholar Family	2%	4%

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 thirty (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. DEATH BENEFIT

Upon the death of a Postdoctoral Scholar who has completed at least six continuous months on pay status at 50 percent time or more without a break in service prior to death, a sum equal to the salary of the deceased for one month shall be paid to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partners child or children parent or parents: or siblings.

If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. This benefit is in addition to vacation, salary, or other monies due the Postdoctoral Scholar.

E. 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://clients.garnett-powers.com/pd/uc/>

F. 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 twelve (12)-month period. However, a Postdoctoral Scholar who exhausts their 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 twelve (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.

G. OPEN ENROLLMENT

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

H. 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 two (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 through August.

6. 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 are:

- 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;

7. All information will be provided in aggregate numbers.

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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, 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. 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.
4. 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.
5. 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 below, shall be reflected in Tables. 23 and 23(N) of the Academic Salary Scale – Appendices I and J to the Agreement.

1. At the time of initial appointment, a Postdoctoral Scholar shall be appointed to at least the minimum experience level for their number of years of experience.

Experience Level
Level 0 (0-11 months)
Level 1 (12-23 months)
Level 2 (24-35 months)
Level 3 (36-47 months)
Level 4 (48-59 months)

Level 5 (60-71 months)

2. New Salary Scale

a. Effective April 1, 2023, the University shall implement the below salary scale:

Experience Level	Salary Level
Level 0	60,000
Level 1	62,220
Level 2	64,522
Level 3	66,909
Level 4	69,385
Level 5	71,952

- b. Effective April 1, 2023, Postdoctoral Scholars shall have their salaries/stipends increased to the new salary scale at the same experience level they are currently on; or
 c. Postdoctoral Scholars shall be paid at least the minimum for their current experience level at the time of the transition in accordance with b. above; or
 d. Postdoctoral Scholars with salary/stipend amount above the appropriate experience level will not receive an increase pursuant to this Section.
 e. October 1. 2023

Experience Level	Salary Level
Level 0	64,480
Level 1	66,868
Level 2	69,342
Level 3	71,908
Level 4	74,569
Level 5	77,327

3. General Range Adjustments

During the life of this agreement, the Postdoctoral Scholar Salary Scale shall increase in the following manner:

October 1, 2024	3.5%
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October 1, 2025	3.5%
October 1, 2026	3.5%

For non-exempt Postdoctoral Scholars, the range increase shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after October 1.

4. Individual Postdoctoral Scholar salary/stipend increases shall occur in accordance with the provisions of §C. 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. Postdoctoral Scholars shall have their experience level increased based on their experience as follows:

- a.) Postdoctoral Scholars whose initial appointment occurred from October 1 through April 1, shall move at least to the next experience minimum salary rate level on October 1 of each year or receive an increase of at least three percent (3.0%), whichever is greater.
- b.) Postdoctoral Scholars whose initial appointment occurred from April 2 through September 30, shall move at least to the next experience minimum salary rate level on April 1 of each year, or receive an increase of at least three percent (3.0%), whichever is greater.

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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 themselves, 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 6, 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.

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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.
5. Filing grievances/appeals
 - a. Grievances must be filed by email to the designated campus and/or medical center (UCLA and UCSD) labor relations office at the location where the alleged violation occurred. The University shall acknowledge the Union's grievance filing through an automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.
 - b. Any attachment(s) to the email 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 thirty 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 thirty (30) 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 their 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). The grievance must be filed no later than (30) calendar days from the following instances, whichever occurs first: a) the date the event / action which gave rise to the grievance occurred, or b) the date on which either the grievant or their representative knew or should have known of the alleged violation of

the Agreement.

2. The written grievance shall contain the following information:

- 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. an inclusive list of all article(s) and section(s) 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/remedies

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 their 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. 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. The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and

date.

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 University must assert any and all arbitrability issues known to date no later than in the Step 3 Decision.
5. The UCOP official or their designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. The Step 3 decision shall be served upon the grievant and/or the grievant's representative.
6. The UCOP official or their 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 their 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 their 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. Time limits may be extended at any stage of the grievance procedure by mutual agreement and codified in writing.
8. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.
9. Consolidation of Grievances – Grievances may be consolidated by written agreement of the University, and the grievant or the grievant's representative.
10. 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, email, 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/remedies requested.

4. An appeal to arbitration may be made in the following ways:

a. 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 Arbitration.

3. The University shall acknowledge receipt of the Union's Appeal to Arbitration through a computer-generated, automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.

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 shall 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.

3. Selection of the Arbitrator/Pre-Arbitration Conference

a. The UAW representative shall contact the designated University official at the Office of the President 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 shall constitute 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 statewide 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. At the Pre-Arbitration Conference, the parties shall:

1. Select an arbitrator from Appendix F- Panel of Arbitrators in accordance with 3a and 3b above;
2. Discuss all arbitrability claims raised by the University, if any, with the goal of resolution;
3. Discuss the merits of the grievance, with the goal of resolution.
4. Discuss and decide engaging in grievance mediation in accordance with 4. below.

d. At the time the University and the UAW schedule the Pre-Arbitration Conference, each party shall identify the names of the participants.

e. If the arbitrability issues are not resolved, the parties shall set the dates for the briefing schedule, and inform the arbitrator of the process for resolving arbitrability, and request provisional dates for a hearing on the merits should a hearing be needed. Such hearing shall take place after the arbitrator's decision on arbitrability, and shall be scheduled to allow at least 4 weeks between when the arbitrator's decision on arbitrability is due and the arbitrator's cancellation deadline.

f. If arbitrability is resolved, but the merits are not settled, the matter shall go forward to a hearing.

g. Following the Pre-Arbitration Conference, the UCOP Representative shall notify the Union whether the Office of the President shall remand the case to the location or retain the case at the Office of the President.

h. 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. Mediation (optional step)

The parties may mutually agree to engage in grievance mediation and request a state mediator in order to resolve cases prior to a hearing. Mediation shall occur at least four (4) weeks before the arbitrator's cancellation deadline, unless another timeline is mutually agreed to. However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall supplant the grievance process timelines from continuing, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties. Such agreement shall not be precedent-setting.

5. Bifurcation

- a. The University shall be precluded from raising arbitrability claims if it has not done so by the Step 3 response, unless such issues arise after the Step 3 response is issued.
Arbitrability claims must include facts and arguments to substantiate such claims.

1. The arbitration process shall be bifurcated where the University and Union do not resolve properly made arbitrability claims at the pre-arbitration conference.
2. Any party requesting a hearing on the issue of arbitrability must do so within seven (7) business days of selecting an arbitrator. If such a request is not made within seven (7) business days of choosing an arbitrator, the issue of arbitrability shall be resolved by briefs, not hearing.

3. Written Brief

The issue(s) of arbitrability shall be resolved in a written decision based on arguments submitted by the parties prior to and separate from the hearing (if any) on the merits of the claim. Such arguments shall be submitted to the arbitrator in brief form according to the following schedule:

- a. The University shall submit its brief no later than thirty (30) calendar days from selection of an arbitrator at the pre-arbitration conference.
 - b. The Union shall submit its response brief no later than thirty (30) calendar days from receipt of the University's brief.
 - c. The arbitrator shall issue their response no later than thirty (30) calendar days from receipt of the Union's brief.
4. If the University fails to meet the timeline, it is precluded from making arbitrability claims, and the grievance shall proceed to a hearing on the merits.
 5. If the Union fails to submit a response brief, the arbitrator shall issue a ruling based on the record from the University's brief.

6. Hearing on Arbitrability

Where a party timely requests a hearing on arbitrability, such hearing shall be held. If a hearing on arbitrability has been timely requested, the moving party shall contact the arbitrator within five (5) calendar days of making such a request to request two (2) dates (or sets of dates) for a separate hearing on arbitrability and a hearing on the merits which shall take place after the arbitrator's decision on arbitrability. Such hearing shall be scheduled to allow at least 4 weeks between when the arbitrator's decision on arbitrability is due and the arbitrator's cancellation deadline. If the moving party does not request two (2) dates (or sets of dates) for separate hearings within five (5) days of requesting a hearing on arbitrability, the issue of arbitrability shall be resolved by briefs, instead of a hearing.

7. 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, the hearing shall proceed to the substantive issues raised.

6. 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. By mutual agreement, the parties may allow the grievant to testify and attend the arbitration hearing virtually.
- c. 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.

7. 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 their 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 mutually 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.

8. 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 shall 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 their 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 and/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. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator and/or court reporter.
9. Extension of Time Limits- Time limits set forth in this article may be extended only by mutual agreement of the parties in writing.

10. Pay Status

- a. The University and the UAW shall establish a reasonable schedule for the arbitration proceeding. 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.9.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.

11. Arbitrator Panel

The parties agree that there will be a statewide standing panel of twenty-one (21) 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 shall reflect

- a. that the Postdoctoral Scholar(s) has/have 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 such 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.

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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 Scholars 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 workplace has caused them mental or emotional reactions to the work environment, or that they have 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 they deem 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 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 and 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 they have been assigned research that is hazardous, or research that requires additional training and/or equipment, the Postdoctoral Scholar shall immediately inform their supervisor of the components of the assignment that they believe 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

remedy their concern.

4. If the supervisor does not provide the training/instruction or does not make assignment changes, they 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 them 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.

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Article 8 – Holidays

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

- January 1st (New Year's Day)
- Third Monday in January (Martin Luther King, Jr. Day)
- Third Monday in February, or announced equivalent (President's Day)
- Last Friday in March or announced equivalent (Cesar Chavez Day)
- Last Monday in May (Memorial Day Observance)
- June 19, or announced equivalent, (Juneteenth Federal Holiday)
- Fourth of July (Independence Day)
- First Monday in September (Labor Day)
- November 11th (Veterans' Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday following Thanksgiving Day (or announced equivalent)
- December 24, or announced equivalent (Christmas Eve)
- December 25 (Christmas Day)
- 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.

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Article 9 – Individual Development Plans

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 academic supervisor's research goal, and thus serves as a communication tool between a Postdoctoral Scholar and their academic supervisor. In addition to the Postdoctoral Scholar's academic supervisor, the Postdoctoral Scholar may consult with additional mentors in the development of an IDP.

2. When a grant, fellowship or program funding a Postdoctoral Scholar requires the development of an IDP, the Postdoctoral Scholar shall develop an IDP.

3. Notwithstanding A.2 above, 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 their research goals, general professional development needs, and career objectives with the supervisor and any additional mentor(s).
- b. In the event a Postdoctoral Scholar desires a written IDP, they will normally conduct a self-assessment and discuss opportunities with their academic supervisor and any additional career mentor(s). The Postdoctoral Scholar may then submit a written draft of the IDP to the academic supervisor for discussion.
- c. The academic supervisor will share their 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, they will follow the process outlined in §A.3 above. Goals may change based on evolving research needs.
- e. The Postdoctoral Scholar and the academic supervisor may engage in ongoing discussions regarding the IDP.

B. The contents of Individual Development Plans are not grievable.

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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 needs 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.

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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 as much written notice as practicable to the Postdoctoral Scholar, at least but no less than thirty (30) calendar days in advance of the effective date of the layoff.
 1. In the event thirty (30) calendar days' 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) calendar days for which notice was not provided.
 2. The University shall provide a copy of the layoff notice to the UAW within three (3) business 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 their 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

they are 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.

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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 workday.

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)
 - a) 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.
 - b) 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.

c) 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

a) Postdoctoral Scholars who have a certified disability during the period of their appointment receive Short-Term Disability payments for up to six x months as a result of being enrolled in the UC Postdoctoral Scholar Benefits Plan Short Term Disability Program.

b) 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)

If a Postdoctoral Scholar is eligible for FML, the University shall abide by the Act. 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:

- a) Leave due to the Postdoctoral Scholar's own serious health condition.
- b) Leave taken by the Postdoctoral Scholar to care for a family member, as defined in §B.1.b. below, with a serious health condition.
- c) Parental Leave, which is leave to bond with the Postdoctoral Scholar's newborn or newly placed child, as described in §B.8. below.
- d) Pregnancy Disability Leave, as described in §C. below, when the Postdoctoral Scholar is also eligible for leave under the FMLA.
- e) Military Caregiver Leave, as discussed in greater detail below in §I below.
- f) 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, domestic partner, grandparent, grandchild or sibling. 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, parent-in-law,

legal guardian, or an individual who stood in loco parentis to the Postdoctoral Scholar when the Postdoctoral Scholar was a child.

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.

a) 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 them to the facility with the expectation that they 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.

b) 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.

c) 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.
 - a) 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.
 - b) 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.
 - c) 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.

- a) 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.
 - b) 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:

- a) certification that the Postdoctoral Scholar has a serious health condition as defined in §B.1.d., above, and
- b) 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
- c) 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
- d) 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:

- a) certification that the Postdoctoral Scholar's family member has a serious health condition as defined in §B.1.c., above, and
- b) 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,) 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.

- a) 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.
- b) The University shall bear the cost of the second and third opinions, and the third opinion shall be final and binding.
- c) 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.

- a) 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.
- b) 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.

- a) 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.
- b) 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:

- a) if eligible for University disability benefits, shall use sick leave in accordance with the University's disability plan requirements;
- b) if not eligible for University disability benefits, may elect to use Sick Leave instead of taking FML without pay; or
- c) if on leave due to a work-incurred injury or illness, a Postdoctoral Scholar may use Sick Leave as provided in Article 34- 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's use of Personal Time Off when taking FML as Parental Leave is addressed below in §B.8.d.1. The availability of paid parental leave is also addressed below in §B.8.

7. Postdoctoral Paid Family Leave (PPFL)

a. The leave is available for the following reasons:

- 1. To care for a family member with a serious health condition; or
- 2. To bond with a new born or adopted child;
- 3. To provide Military Caregiver Leave (as addressed below in §I) or
- 4. To take Qualifying Exigency Leave (as addressed below in §J)

b. The Postdoctoral Paid Family Leave (PPFL) paid leave is for a maximum of eight (8) weeks of paid leave per calendar year for FML qualified Postdoctoral Scholars.

c. The Postdoctoral Paid Family Leave (PPFL) paid leave option is paid at 100% time. If the Postdoctoral Scholar has an appointment of less than 100%, the paid family care paid leave option shall be prorated on the percentage of effort in effect during the leave.

d. The Postdoctoral Paid Family Leave (PPFL) paid leave option ends when either a) the paid leave is exhausted; or, b) at the appointment end date, whichever comes first. The leave will not continue beyond the end date of the Postdoctoral Scholar's appointment.

f. Prior to taking unpaid leave, a Postdoctoral Scholar may also use Sick Leave in accordance with Article 23, section D when taking leave to care for a family

member with a serious health condition or when taking Military Caregiver Leave. A Postdoctoral Scholar may take Personal Time Off when taking leave to care for a family member with a serious health condition, when taking Military Caregiver Leave, or when taking Qualifying Exigency Leave.

8. 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.

d. 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.

e. 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.

7. Parental Leave – Parental Leave must be initiated and concluded within one (1) year (twelve (12) month period) of the event of the birth or placement of the child. The birth or placement of one (1) or more children at the same time constitutes a single event of birth or placement. 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 the 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. The Postdoctoral Scholar may use Personal Time Off, and/or the Postdoctoral Scholar paid parental benefit to remain on pay status during this period.

1) Under no circumstance will the Postdoctoral Scholar be eligible for more than eight weeks per qualifying event per calendar year.

2) A Postdoctoral Scholar may only use one type of paid leave option at a time

d. 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.

e. 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.

The University shall grant a Parental Leave of less than two (2) workweeks duration on any two (2) occasions during a calendar year. 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.

f. 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.

g. 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.

D. 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 the 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 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 the health care provider), the Postdoctoral Scholar will be returned to the 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 FML 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, domestic partner, grandparent, grandchild or sibling 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 spouse or domestic partner's child. A Postdoctoral Scholar who elects part-time leave under this section shall have their appointment temporarily reduced for the duration of the leave. The University shall not

- unreasonably deny requests for this leave.
- b. The University shall provide a maximum of eight (8) workweeks of PPFL per birth/placement to use for this purpose. At the request of the Postdoctoral Scholar, the supervisor shall approve the use of the PPFL 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.
 - c. 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.
 - d. 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 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 their 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 their 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 23 – 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 may 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 LEAVEA 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 often (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.

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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, administer, 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 schedule hours of work;
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 investigate and determine matters of sexual harassment, discrimination and personal misconduct;
17. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
18. to determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Postdoctoral Scholars;
19. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members.
20. to require compliance with federal funding agency laws and policies governing research grant disclosures (e.g., disclosure of conflicts of interest, conflicts of commitment, affiliations/ for each Postdoctoral Scholar (employee, fellow, and paid direct/ participating in a federally funded research project if they are deemed to be key personnel by the PI or funding agency.

C. NON EXCLUSIVITY

1. 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.
2. 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.

D. 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.

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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.

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Article 15 – Nondiscrimination in Employment

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 when:

- a. Quid Pro Quo: A person's submission to or rejection of unwelcome sexual 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 activity; or
 - b. Hostile Environment: unwelcome sexual or other sex-based 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 conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature.
4. Other sex-based conduct includes acts of verbal, nonverbal or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation.
5. 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.
6. Where there is no conflict with this Agreement the University's SVSH Policy and the Nondiscrimination Policy shall continue to apply to Postdoctoral Scholars.

C. RETALIATION PROHIBITION

1. Retaliation is an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee, or their participation in, refusal to participate in, or assistance with the investigation, reporting, remedial, or disciplinary processes provided for in University Policy and/or in this Article.
2. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited Conduct or participating in a process provided for in University Policy and/or in this Article. such as threats, intimidation, harassment, discrimination and coercion. Retaliation does not include Good faith actions lawfully pursued in response to a report of Prohibited Conduct (such as gathering evidence) are not without more retaliation.
3. The University prohibits retaliation against or by Postdoctoral Scholars based on their report of prohibited behavior or participation in, refusal to participate in, or

assistance with the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy.

D. The Title IX Offices responsible for investigations are listed at:

<http://sexualviolence.universityofcalifornia.edu/filing-report/index.html>.

E. 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. Only the Title IX officer has the authority on behalf of the University to initiate Alternative Resolution.
- c. If Alternative Resolution is unsuccessful, the Title IX / EEO Officer may initiate a formal investigation.
- d. 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, in accordance with the UC SVSH Policy:
 - i. 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.
 - ii. 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.
 - iii. 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.

F. 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.

G. 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.

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Student Article 16 – Parking and Transit

A. General Conditions

1. The University and the UAW agree reducing the carbon footprint is a mutual goal.

2. 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, pretax/payroll deduction options applicable if the Postdoctoral Scholar is eligible for such deductions due to their payroll and/or tax status.

B. Alternative Transportation

1. Postdoctoral Scholars are encouraged to participate in alternative transportation programs, if offered, at each location including shuttles, public transportation, bicycle programs, carpool programs and other alternative transportation programs.

2. The University shall move toward enhanced transit programs as follows:

a. Within 12 months of ratification:

1) Ensure all locations make pre-tax programs available to eligible employees paid regular wages through UC PATH (excludes Fellows! Paid Directs) to pay for transit options.

2) Access to a UC-negotiated e-bike purchase discount program, minimally at fifteen percent (15%), with the goal of twenty percent (20%), below the published retail price for the same bike from the same retailer, subject to appropriate participation in the program. UAW commits to encouraging its bargaining unit members to take advantage of such program through its regular channels of communication.

b. Within 24 months of ratification:

Bargaining unit access to enhanced UC Travel measures to reduce the impact of university business travel on carbon emissions, including more accurate carbon impact estimates of travel itineraries and access to discounted electric vehicle rentals.

c. Within 36 months of ratification:

C. Notice

Best efforts by UC to negotiate reduced-fee or no-fee access to the appropriate regional transit system(s) for each location, where practicable, pursuant to Section F, the union may initiate a meet and confer at the local level, regarding the impacts of such outcome within thirty (30) calendar days of the expiration of this 36-month period. The University shall provide written notice to the union no later than thirty (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.

D. Fee Cap

The University shall not increase monthly campus parking permit fees more than the amount listed in Appendix H for each location in each year for the duration of this

Agreement. New parking taxes, fees, or surcharges imposed by governmental entities or authorities outside of the University shall not be governed by this cap and shall be passed on directly to Postdoctoral Scholars in accordance with such laws/regulations.

E. Labor-Management Meeting on Transit

1. No later than six (6) months after ratification of this Agreement, at the request of the union, the Labor-Management Meeting on Transit ("Meeting") will be convened on a campus basis for the purpose of discussing ways to enhance bargaining unit member access to transit programs to commute to and from the University location.
2. The parties may invite guests, including, but not limited to, subject matter experts, provided there is notice and mutual agreement.
3. The University and UAW shall mutually agree upon an equal number of representatives for each party. The Meeting shall be limited to two (2) hours, unless the parties mutually agree otherwise. Bargaining unit employees serving on the the Labor-Management Meeting on Transit shall be provided release time for time they would have otherwise worked on that day for the purpose of attending the Meeting, provided there is notice in accordance with Article 10 – Labor-Management Meetings.
4. The parties shall propose agenda items for the Meeting no later than seven (7) calendar days prior to the Meeting. If there are no agenda items proposed, the Meeting shall be canceled or rescheduled.
5. While the Labor-Management Meeting on Transit is intended to cover Postdoctoral Scholars, nothing shall preclude the parties from agreeing to combine the Meeting with that of other UAW units.

F. Regional Transit System Pass Chart

Campus	Transit Pass Classification
UC Berkeley	Student Easy Pass (AC Transit/Bear Transit)
UC Davis	SacRT Connect Card
UC San Francisco	Clipper "A" Pass: Muni (includes Cable Car) + BART within SF
Lawrence Berkeley National Laboratory	LBNL Shuttle For GSRs Only: Student Easy Pass (AC Transit/Bear Transit)
UC Merced	MTA (The Bus) 31 Day Fixed Route Pass
UC Santa Cruz	31 Day METRO Pass

UC Santa Barbara	MTD Monthly Pass
UC Los Angeles	EZ Transit Zone 1 Pass
UC Riverside	RTA U-Pass Program
UC Irvine	OCTA 30-day Pass
UC San Diego	FaST Pass or COASTER Pass

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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) workdays 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. POSTDOCTORAL SCHOLARS WITH APPOINTMENTS OF LESS THAN TWELVE MONTHS

Appointees with a less than 12-month appointment are eligible for personal time off in proportion to the appointment period; for example, a Postdoctoral Scholar with a six-month appointment is eligible for up to twelve (12) days of personal time off.

C. 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 §C.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.

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Article 18 – Personnel Files

A. GENERAL CONDITIONS

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 their 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. The Postdoctoral Scholar has the right to request that errors of fact in personnel records be corrected, and to make additions to personnel records.

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.

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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.

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Article 20 – Professional Development

- 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. Such programs may include, but not be limited to, writing workshops, international scholar workshops, and transitioning to academic and professional careers.
- 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.

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Article 21 – Progress Assessments

A. 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 academic supervisor, or in limited circumstances their appropriate academic designee, will communicate the academic 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 they will be assessed be provided to them in writing in such circumstances:
 - a. The Postdoctoral Scholar shall submit a written draft of the discussed goals and expectations as provided in §A.2 above, to the academic supervisor for review.
 - b. The academic 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 academic supervisor and the Postdoctoral Scholar shall periodically engage in informal oral Progress Assessments during their appointment. In these assessments, the academic 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 academic 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 their professional development during the previous year. The academic supervisor may utilize an independently developed or a pre-established form when conducting the Annual Review.
- B. The contents of Progress Assessments and Annual Reviews are not grievable. However, if a Postdoctoral Scholar believes the assessment or the review contains factually incorrect statements, they may grieve those factual

inaccuracies. In the event the Postdoctoral Scholar disagrees with the substantive aspects of the evaluation, they may file an addendum to their personnel file and/or discuss it with the Department Chair, Unit Director, Training Program Director, or Equivalent.

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Article 22 – 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. Temporary Work Adjustment

If the Interactive Process is initiated in accordance with Section C above, the supervisor/department administrator in consultation with the disability management team may assist in a temporary work adjustment until the Interactive Process is completed.

- a. Such workplace adjustment may be the ultimate reasonable accommodation as determined by the Interactive Process.

D. The University is not obligated to implement an accommodation that would present an undue hardship.

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Article 23 – Sick Leave

A. ELIGIBILITY

I. Postdoctoral Scholars are eligible for sick leave without loss of compensation of up to twelve days per twelve-month appointment period. All twelve (12) workdays 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 they are 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, e10-domestic partner, grandchild, grandparent, or sibling, 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 their 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, stepparent 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.

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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.

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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, 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 1/2 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.

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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. Applications for Principal Investigator status shall be carefully considered.

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.

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.

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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.

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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 their 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.

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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, benefits coverage status, Postdoctoral Scholar identification number, classification, title code, percentage appointment, action code, annualized salary, start date of appointment, end date of appointment, next anniversary date, 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 §0.1. 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 and Arbitration;
- 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 and Arbitration;

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 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. Each campus shall conduct a campus-wide New Postdoctoral Scholar orientation on a monthly basis, provided there are new Postdoctoral Scholars hired. The UAW shall have thirty (30) minutes to conduct a union orientation without University representatives present. The agenda shall include the union's portion as an integral part of the agenda.

2. The University will provide the UAW with the dates and times of the campus-wide New Postdoctoral Scholar Orientations, along with the contact information of the person in charge of scheduling the Orientation at least thirty (30) calendar days prior to the scheduled Orientation(s).

3. The University shall post the information, including the date, time, and mode of delivery of the orientation on a pre-determined campus website as referenced in Appendix _

4. The University shall include information about New Postdoctoral Scholar Orientations in the initial appointment letter including that the Orientation is mandatory and shall be attended on paid time.

5.

a. Notification

The University shall notify all new Postdoctoral Scholars of the New Postdoctoral Scholar Orientations. Such notice shall be provided no later than seven (7) calendar days following the start of their appointment via electronic mail.

b. The notice shall include:

- i. a University welcome;
- ii. the time, date, location of the next Orientation;
- iii. that attendance is mandatory;
- iv. a statement that the union will present a portion of the agenda;
- v. a link to the UAW website (link to be inserted) for the union makeup session.

6. The University shall provide copies of the sign-in sheet from the New Postdoctoral Scholar Orientations to the UAW no later than five (5) calendar days following the orientation.

7. The union shall be solely responsible for contacting any New Postdoctoral Scholar who does not attend orientation to provide a thirty (30) minute union orientation.

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Article 30 – Union Security

A. GENERAL CONDITIONS

1. 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. Pursuant to HEERA, the payment of union dues through payroll deduction will continue even if the collective bargaining agreement expires.

2. The University will deduct from the Postdoctoral Scholar's gross earnings membership dues, assessments and standard initiation fees for members in the amount established by the UA W. The University shall, on a monthly basis, deduct such dues 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, and fees to the UA Won 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 make deductions from the stipend.
- b. In the event a Postdoctoral Scholar is appointed to the Paid Direct title

(3254) and the Employee title (3252), the deductions shall be 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 deductions shall be entirely from the Fellow's (3253) stipend.

3. 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 deductions, or to address other concerns.

4. 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 deductions, 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, 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. Changes to dues/fees amounts- Once in a twelve (12) month period, the UAW shall notify the University of changes to amount of the deductions 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.

C. MEMBERSHIP ELECTION FORMS

1. The UAW shall send to the pre-designated University office at each location a list of new Postdoctoral Scholars for whom the pre-designated University office shall be responsible to send the Membership Election Form (MEF) (see Appendix XX) once a month via DocuSign, or a mutually agreeable alternative method. The UAW shall send the list no later than the 10th of the month, and the University shall confirm receipt.

2. The University shall transmit the MEFs to the Postdocs identified on the list within five (5) working days of receipt. The DocuSign MEF or similar format sent by the University will remain active for thirty (30) calendar days. In addition to the initial transmission of the MEF, there shall also be two (2) reminders to the Postdocs within

the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired Postdocs. The list shall not include a new hire more than once.

3. The list shall be transmitted in Microsoft Excel format, or a mutually agreeable alternative format. The list shall include Last and First Name, Email Address, Employee ID, school/college/division/department, if known, title, and date of hire if known, into the Postdoctoral Scholar bargaining unit.
4. If the University is closed on a designated transfer or MEF distribution day, the distribution shall be postponed to the following business day.
5. Appendix YY shall accompany each MEF that goes out to the Postdocs and shall include a disclaimer indicating that the University neither encourages nor discourages union membership.
6. The UAW shall be copied on the distribution, including receipt of any signed MEFs. The University shall not be responsible for forwarding any signed MEF to the UAW.
7. The University shall have no further obligation with regard to MEFs other than what is specifically outlined in this Article. The University shall not be responsible for any further handling of MEF issues, including but not limited to answering questions, processing follow-up requests for MEFs, or distributing MEFs in any other manner.
8. LBNL will continue to collect the member enrollment form (MEF) during the Lab's on boarding process. Completed forms will be emailed to the UAW within one week of the employee's start date. For LBNL Postdocs who are reclassified from another position, member enrollment forms will be collected individually and emailed to the union within one week following their first scheduled postdoc orientation.
9. When a location proposes to include the MEF in the hiring paperwork using a distribution system different than that outlined above, the UAW no later than thirty (30) calendar in advance of the proposed change to the distribution system. The alternate distribution system shall be mutually agreed upon and codified in writing.

D. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

1. The University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) for each Postdoctoral Scholar when the UAW provides a list to the University authorizing a VCAP deduction for members who meet the provisions below:
 - a. The Postdoctoral Scholar must be an active dues paying member for the VCAP deduction to occur.
 - b. The VCAP deduction must be in a flat dollar amount and shall be deducted as set forth in A. 3 -5 above.

- c. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

E. UNION TRANSMISSION OF DUES/FEES/VCAP INFORMATION TO THE UNIVERSITY

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.

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings.
- b. The UA W will either deliver an electronic file in Excel (*.xls) format to the University's systemwide office or upload files to the GoAnywhere or a different platform identified by the University, in accordance with Section 2 below. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
- c. For Postdoctoral Scholars who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For Postdoctoral Scholars who are paid bi-weekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly pay period.
- d. The University shall process all changes submitted by the Union, provided the University receives the information in time for the deductions to take effect by the next payroll run, i.e. by the fifteenth (15th) of the month for employees paid monthly, or the Friday before the end of the pay period for bi-weekly paid employees.
- e. The Union will solely maintain the dues deduction and VCAP authorization(s), signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.

2. The UAW list to be submitted in the format provide in Appendix_ to the University designee shall include:

- a. Location/business unit code
- b. Location Name (Campus/Medical Center)
- c. Bargaining Unit
- d. Employee identification number
- e. Employee name (last, first)
- f. Action codes: "A"= Add; "C" =change; "S" =stop

- g. Deduction Codes: "D"=dues; "IF"= initiation fee; "PA" Political Action (VCAP)
- h. VCAP amount.

F. INDEMNIFICATION

1. 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. Whereby, the UAW 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.
2. The Union will hold the University harmless and indemnify it [or costs, legal or otherwise, associated with disputes or litigation arising out of its transmission of the MEF pursuant to this Article.

G. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues, 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 deductions have been made. In the event a Postdoctoral Scholar terminates their employment while still owing dues 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.

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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](#).

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Article 32 – Waiver

A. The University and the UAW had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. Unless mutually agreed otherwise, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or 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. If such a request is made, the University will meet with the Union within fifteen (15) calendar days of its request, when practicable.

3. The University and the UAW shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.

4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

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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. Payment of Fees

The Department, Program or Unit shall pay campus recharge fees established by the International Students and Scholars Office. Such fees shall not be passed on to the Postdoctoral Scholar.

D. 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 §B above do not apply if the delay is the result of an emergency situation (e.g., an earthquake or flood).

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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.

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Article 35 – Workspace and Materials

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

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Article 36 – Respectful Work Environment

A. GENERAL CONDITIONS

1. The University and UAW are jointly committed to promoting and maintaining a work environment that is healthy and free of Abusive Conduct, in which every employee and member of the University community is treated with respect.
2. The Parties mutually acknowledge that Abusive Conduct creates an intimidating environment and may interfere with an employee's work. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.
3. The University and UAW shall strive to foster an environment in which employees feel comfortable making reports of Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation against any person who reports Abusive Conduct or participates in any related investigation or other process in good faith.

B. DEFINITIONS

1. Abusive Conduct is harassing or threatening behavior that is sufficiently severe, persistent, or pervasive conduct in the workplace that denies, adversely limits, or interferes with an employee's participation in or benefit from University employment. The Conduct creates an environment, whether intended or not, that is objectively intimidating or offensive and unrelated to the University's legitimate educational, employment, and business interests.
2. Such conduct shall be evaluated on a case-by-case basis, taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature and severity of the alleged conduct; whether the conduct was physically threatening; and whether the conduct may be protected. A single act may constitute Abusive Conduct if especially severe or egregious.
3. Exercising Academic Freedom (e.g. comments about scholarship, instruction within the classroom, different approaches to curriculum, opposing opinions about policy issues, or academic achievement), as such, is distinct from and does not constitute Abusive Conduct.

4. Differences of opinion, miscommunication, differences in work styles, business disagreements handled professionally, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute Abusive Conduct.

C. EXAMPLES OF ABUSIVE CONDUCT

1. Examples of Abusive Conduct may include, but are not limited to, the following types of behavior:

- a. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
- b. Spreading false information or malicious rumors,
- c. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,
- d. Encouraging others to act, singly or in a group, to intimidate or harass other individuals,
- e. Making inappropriate comments about a person's appearance, lifestyle, family, culture, country of origin, visa status, religious/spiritual/philosophical beliefs, or political views in a manner not covered by the University's policies prohibiting discrimination,
- f. Teasing or making someone the brunt of pranks or practical jokes,
- g. Inappropriately interfering with a person's personal property or work equipment,
- h. Circulating inappropriate photos, videos, or information via e-mail, social media, or other means,
- i. Making unwanted physical contact or inappropriately encroaching on another individual's personal space, in ways that would cause discomfort and unease, in a manner not covered by the University's Sexual Violence and Sexual Harassment policy,
- j. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,
- k. Repeatedly demanding of an individual that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, for which the employee does not have authority, or repeatedly refusing to take "no" for an answer when the individual is within the individual's right to decline a demand; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess),
- l. Making inappropriate threats to block a person's academic advancement, opportunities, or continued employment at the University,
- m. Sabotaging or undermining a person's work performance.

2. Abusive Conduct does not include per se exercising appropriate supervision of employees conducting appropriate performance management, or providing appropriate feedback, including but not limited to the following:

- a. Providing performance appraisals to employees, including negative appraisals,
 - b. Delivering constructive criticism,
 - c. Coaching or providing constructive feedback,
 - d. Monitoring or restricting access to sensitive and confidential information for legitimate business reasons,
 - e. Scheduling regular or ongoing meetings to address performance issues,
 - f. Setting ambitious performance goals to align with departmental goals,
 - g. Investigating alleged misconduct or violation of University policy,
 - h. Counseling or disciplining an employee for performance, engaging in misconduct, or violating University policy,
 - i. Engaging in assertive behavior,
 - j. Having a disagreement,
 - k. Making statements or articulating positions on controversial issues,
 - l. Participating in debates and expressing differences of opinion about academic decisions,
 - m. Participating in a formal complaint resolution or grievance process,
- Where there is no conflict with this Agreement, definitions, or examples in the University's Abusive Conduct in the Workplace Policy shall continue to apply, upon the effective date of the Policy.

D. REPORTING COMPLAINTS

1. Complaint procedures pertaining to Respectful Work Environment are covered by the University's Abusive Conduct in the Workplace Policy ("Policy"). If there is a conflict between such Policy and this Agreement, the Agreement shall govern.
2. Reports of violations of this Article shall be made to the campus designated office(s) (listed in Appendix XX). The campus designated office(s) shall, without undue delay, determine within a reasonable period of time whether there is cause to believe that a violation of this Article has occurred. If the campus designated office(s) determines that a formal investigation will occur, the campus designated office(s) may implement interim measures, if necessary.
3. If a grievance is filed alleging violations of this Article, the Union and University may agree in writing that the grievance, or portion thereof, be placed in abeyance, pending the outcome of the investigation, if any. If there is no investigation, the grievance shall proceed in accordance with Article 6 – Grievance and Arbitration.

E. LOCAL POLICIES

Until a systemwide Policy is established, local policies and guidelines shall control, where

applicable. References to "Policy" in this Article shall refer to these local policies, until local policies are superseded by the systemwide Policy.

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Article 37 – Childcare Reimbursement and Dependent Care Programs

A. CHILDCARE REIMBURSEMENT PROGRAM

1. Effective October 1, 2023, the University will implement the Childcare Reimbursement Program, for childcare costs for qualified dependents incurred on or after October 1, 2023.
2. For the purpose of this Program, qualified dependents shall include children, who are age 12 or under as of the date the expense is incurred and who are living in the eligible Postdoctoral Scholar's home. This is inclusive of foster or adopted child(ren) or part-time living situations.
3. Postdoctoral Scholars employed in all titles covered in the Recognition Article are eligible to receive Childcare Reimbursement of up to \$2500 per calendar year (January 1 – December 31) for expenses incurred during the Postdoctoral Scholar's appointment period for the following reasons:
 - a. Eligible Childcare Reimbursement: and
 - b. Professional Travel Childcare Expense Program described in subsection 10 below.
4. Beginning October 1, 2024, the Childcare Reimbursement Program shall increase by \$100 each year as follows:
 - a. October 1, 2024: \$2600
 - b. October 1, 2025: \$2700
 - c. October 1, 2026: \$2800
5. Eligible expenses for 2024, 2025 and 2026 must be incurred on or after October 1st in order for the increased amount to be applied to the reimbursement.
6. The eligible Postdoctoral Scholar must submit documentation for eligible expenses in order to receive reimbursement as referenced in the schedule below:

Dates Expenses Incurred	Submission Deadline Date
October 1 – December 31	Submit no later than January 31
January 1 – March 31	Submit no later than April 30

April 1 – June 30	Submit no later than July 31
July 1 – September 30	Submit no later than October 31

7. The Postdoctoral Scholar must present qualifying documentation to the designated campus office in accordance with each campus practices:

- a. The Postdoctoral Scholar will present receipts from a licensed childcare provider.
- b. Such receipts must show childcare expenses incurred during the Postdoctoral Scholar's employment at the University over the three-month period as defined in subsection 6 above.
- c. The designated campus office shall process the reimbursement no later than thirty (30) calendar days from the date the Postdoctoral Scholar submits for reimbursement.

8. A Postdoctoral Scholar cannot submit receipts for the same expense to the Childcare Reimbursement Program (including the Professional Travel Childcare Expense Program) and the Dependent Care Program .

9. Any childcare reimbursement provided to a Postdoctoral Scholar Fellow or Paid Direct through an external grant or fellowship shall satisfy the requirements of Section A.1 and A.2 above and the amount shall be deducted from the amounts set forth in Sections A.3 and A.4 . If the external grant or fellowship provides for a greater amount for child care reimbursement than the amount set forth in Section A.3 and A.4 above, the Fellow or Paid Direct shall receive the full award amount from the external grant or fellowship, and shall not have access to the Childcare Reimbursement Program, including the Professional Travel Childcare Expense Program.

10. Professional Travel Childcare Expense Program

- a. The reimbursement amount described in A.3 and A.4 above may be used to offset childcare expenses incurred during professional travel. Examples of such expenses include, but are not limited to, the following:

- 1) Extra childcare at home while the Postdoctoral Scholar is on approved travel;
- 2) On-site childcare while the Postdoctoral Scholar is on approved travel;
- 3) Transportation of child and/or caregiver to the Postdoctoral Scholar's approved travel location;
- 4) Food and lodging for a caregiver when they stay overnight to care for the child while the Postdoctoral Scholar is on approved travel;
- 5) The cost of shipping expressed breastmilk for a child at home while the Postdoctoral Scholar is on approved travel.

- b. In order to use the Professional Travel Childcare Expense Program, the professional travel requires pre-approval.
 - c. All professional travel must be in accordance with Article 28 – Travel Reimbursement, Section A, including per diem travel caps, reasonable expenses, and documentation.
 - d. LBNL will be included in the Professional Travel Child Care Expense Program to the extent permitted by the terms of its DOE contract related to cost allowability.
11. Unused childcare reimbursement funds do not rollover. Reimbursements must be submitted in accordance with Section A.6 above.

B. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

- 1. Program – Beginning January 1, 2023
 - a. The Dependent Care (DepCare) Flexible Spending Account Program is a federal program which allows employees to place funds in a pre-tax account for the purpose of paying childcare costs as determined by Internal Revenue Service regulations and documented in the University's plan documents.
 - b. The University's program may be found at
<https://ucnet.universityofcalifornia.edu/forms/pdf/depicare-fsa.pdf>
 - c. Eligibility
 - i. Postdoctoral Scholar Employees employed at least 50% time in titles 3252, 3255 or 3256 shall be eligible for the DepCare Program.
 - ii. Postdoctoral Scholars with joint appointments must have a qualifying appointment in an employee title (3252, 3255, 3256).
 - iii. Postdoctoral Scholar Fellows (3253) and Paid Directs (3254) are ineligible for DepCare.
 - d. Benefit
 - i. Eligible Postdoctoral Scholars may contribute as much as \$5,000 per year.
 - ii. Unused dollars are forfeited.

- 2. Dependent care flexible spending account cannot cover the reimbursed expenses in Section A.

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Article 38 – Immigration

- A. No Postdoctoral Scholar covered by this Article shall be disadvantaged with regard to their terms and conditions of employment due to any legal changes in the Postdoctoral

Scholar's name or social security number.

B. The University will request that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any Postdoctoral Scholar while the Postdoctoral Scholar is working on the University's premises and under the University's control. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for a questioning of Postdoctoral Scholars to occur in as private a setting as possible in the workplace. The University will notice the union if the University learns of an immigration investigation regarding a Postdoctoral Scholar.

C. The University will furnish to any Postdoctoral Scholar terminated because they are not authorized to work in the United States of America, a copy of this Section of the Agreement.

D. The University shall grant Postdoctoral Scholars leave time, in accordance with Article 12 – Leaves, when given one weeks' prior notice to attend any appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The University may require proof of the appointment and/or hearings and proof of the family relationship.

E. In the event that a Postdoctoral Scholar is not authorized to work in the United States of America and the Postdoctoral Scholar's employment is terminated for this reason, the University agrees to meet with the Union and the Postdoctoral Scholar to make reasonable efforts to re-employ the Postdoctoral Scholar for the following academic term. If re-employed, the Postdoctoral Scholar would have to provide valid work authorization.

F. Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet, in accordance with section G below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.

G. Joint Labor Management Committee- the University and the UAW shall use the labor management meeting process in accordance with Article 10 – Labor Management Meetings to discuss issues arising from this article.

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Article 39 – 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.

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Article 40 – Lawrence Berkeley National Laboratory

Unless otherwise specified in this Article, all provisions of the Postdoctoral Scholar Collective Bargaining Agreement shall apply to Postdoctoral Scholars at Lawrence Berkeley National Laboratory (hereinafter "Lab" or "LBNL").

A. APPOINTMENTS

The provisions of Article 2- Appointments shall apply to Lab Postdoctoral Scholars. Additionally, if a Postdoctoral Scholar is on an approved paid or unpaid leave of absence for one (1) month or longer, their appointment may be extended by the length of the leave up to one (1) additional year beyond the five (5) year maximum.

B. COMPENSATION

The provisions of Article 4- Compensation shall apply to LBNL as specified below: LBNL shall adopt the UC scale for the Life and Physical Sciences Experience Scale. The Lab will continue to have a Computational Sciences Experience Scale. The Computational Sciences scale will increase by the same percentage, and on the same schedule, as the UC Life and Physical Sciences Scale.

C. HOLIDAYS

The provisions of Article 8- Holidays shall apply except that the Lab does not recognize Veterans Day (November 11th) and Cesar Chavez Day (last Friday in March or announced equivalent). The Laboratory will continue to have one administrative holiday that can be used for Veterans Day, Cesar Chavez Day or the winter shutdown.

D. PERSONAL TIME OFF (PTO)

Lab Postdoctoral Scholars shall receive 24 days of PTO per fiscal year in accordance with Article 17- Personal Time Off. Lab Postdocs who are hired after October 1st, shall have PTO pro-rated by the number of months less than one year to September 30.

Month Hired – Pro-rated PTO

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

Personal time off not used within the fiscal year 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.

E. RELOCATION

LBNL shall continue to provide relocation benefits to eligible Postdoctoral Scholars in accordance with LBNL's Relocation Assistance policy.

F. SICK LEAVE

The Lab will continue to administer Sick Leave as it currently does, as referenced below: 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 1st of each year, every Lab Postdoctoral Scholar shall receive 12 sick days. The University shall carry forward any unused sick leave on this date.

Month Hired Days

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

G. TELECOMMUTING

Postdoctoral Scholars shall have the ability to telecommute in accordance with LBNL's Flexible Work Options Policy.

H. UNION SECURITY

The provisions of Article 30- Union Security shall apply except that LBNL will not deduct or remit Union dues from non-base salary, including relocation allowances, SPOT awards, and other lump sum 'bonuses' paid to bargaining unit members.

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Article 41 – 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, 2027 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, 2027 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, 2027 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.

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Appendix A

TA

*UC-UAW Successor Bargaining
Postdoctoral Scholars (PX)*

Appendix A

UC Proposal #3

November 28, 2022

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For UC

Madeline Stoddard Peter L. Nguyen

11-28-2022 APPENDIX-A attachment 11/28/2022

2020-2023 Health and Welfare Postdoctoral Scholar Benefit Plan

The 2020-2023 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 2020-2023 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" 2020 Monthly Premium Rates Effective 01-01-2023 through 12-31-2023				
	HMO		PPO	
Coverage Level	UC	Postdoctoral Scholar	UC	Postdoctoral Scholar
Postdoctoral Scholar	\$622.92	\$12.71	\$637.58	\$20
Postdoctoral Scholar + Partner	\$1,479.86	\$45.77	\$1,538.17	\$40
Postdoctoral Scholar + Child(ren)	\$1,090.20	\$22.25	\$1,110.79	\$40
Postdoctoral Scholar Family	\$1,880.64	\$58.16	\$1,945.63	\$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

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 1.44% of gross pay) or to pay fair share fees (currently 1.22% 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://ucnet.universityofcalifornia.edu/labor/bargaining-units/px/contract.html>.

Please contact the union for information about the union and membership at
www.uaw5810.org.

Sincerely,
UC Representative

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Appendix C – Membership Election Form

UAW PX Proposal
Appendix C - UAW Membership Election Form
09-23-2022

TENTATIVE AGREEMENT

For the University

Nadine B. Fisher
Peter J. Neary
10-3-2022

Appendix C

Dear <<Name>>

Your University of California position is represented by the UAW. In accordance with the collective bargaining agreement, the University is sending you the UAW Membership Election Form (MEF).

You may select or decline union membership on the MEF. Membership is voluntary and not a condition of employment. Please note, the University neither encourages nor discourages union membership.

To access the Form, click the "View Documents" button below. This will take you to DocuSign, a secure online signature tool, where you can complete and sign the Form. DocuSign enables you to provide an electronic signature on the necessary form, you will not need to print any document. When you submit, a copy will be sent directly to UAW.

If you have already received this form, please disregard this notice.

If you have any questions about this form, do not reply to this email. Please contact the Union at info@uc-uaw.org.

FOR THE UNION: 9/23/22

Brook *John* *Jade More*
Michael J. Miller NTC
Jeffrey
Brad Barker *Si* *Mr*
Susan Dohm *John* *Abe*
John

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Appendix D – University Facilities and Services

**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/faculty_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:

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Appendix E – Step 2 Grievance Form

UC/UAW STEP 2 GRIEVANCE FORM		Allegations of a violation of the UC/UAW Agreement must be filed on this form. See the relevant UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the applicable Labor Relations Office, as applicable. 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 THE GRIEVANCE AND ARBITRATION PROCEDURE OF THE UC/UAW AGREEMENT, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING (Form available at [ADDURL]).		
GRIEVANT'S NAME * LAST FIRST MI		GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)		
BARGAINING UNIT CLASSIFICATION TITLE* (e.g. TA, GSR, Reader, Postdoc, etc.)		GRIEVANT'S HIRING UNIT/DEPARTMENT *		GRIEVANT'S EMAIL ADDRESS
NAME, TITLE, AND TELEPHONE NUMBER OF GRIEVANT'S IMMEDIATE SUPERVISOR		NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT [REPRESENTATIVE'S ADDRESS MAY BE USED]* 2730 Telegraph Ave., Floor 1 Berkeley, CA 94705		
REPRESENTATIVE'S NAME (IF REPRESENTED)*		REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE)* UAW		REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER (510) 549-3863
REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP 2730 Telegraph Ave., Floor 1 Berkeley, CA 94705		REPRESENTATIVE'S EMAIL ADDRESS		
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 1 DISCUSSION WITH SUPERVISOR, IF ANY	DATE OF INFORMAL STEP 1 RESPONSE, IF ANY	ARE YOU REQUESTING A STEP 2 MEETING? <input checked="" 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	

12/2022 UAW Grievance Form

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Appendix F – Panel of Arbitrators

TENTATIVE AGREEMENT
June 9, 2022 **CORRECTED**

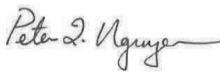
APPENDIX F
PANEL OF ARBITRATORS

1. **Sara Adler**
2. Norman Brand
3. Mark Burstein
4. **Chris Cameron**
5. Alexander Cohn
6. Douglas Collins
7. **Andrea Dooley**
8. Ann Andrews Ellis
9. **Kathy Fragnoli**
10. Matthew Goldberg
11. Joe Henderson
12. Fred Horowitz
13. **Najeeb Khoury**
14. Jill Klein
15. Andria Knapp
16. **Yuval Miller**
17. Guy Prihar
18. Michael Prihar
19. Paul Roose
20. Jan Stiglitz
21. **Angela Reddock-Wright**

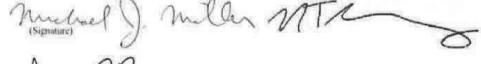
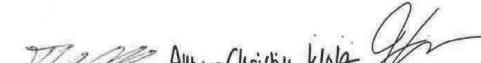
Tentative Agreement

For the UAW:
6/21/2022

For the University
7/14/2022

Peter S. Nguyen

Peter Nguyen
Nadine Fishel


Brook  
Jade More

Michael J. Miller 
(Signature)
Jeffrey 

Allen-Christina Kloke 

Bradford E. Barker

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Appendix G – Sample Appointment Letter

Tentative Agreement

UC-UAW Successor Bargaining
Postdoctoral Scholars (PX)
Appendix G, Appendix A, Appendix B
UC Proposal #3
November 28, 2022
Page 1 of 5

Madeline Schell
11-30-2022
Peter J. Ugaye

APPENDIX G
Sample Appointment Letter

For the UAW
UAW
AMWU
11-30-2022

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 _____ [or Academic Research Unit] 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>.

Please complete the Membership Election Form available at (link to UAW's website).

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 **Gallagher Benefits Services**.

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

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Appendix H – Parking Fees

TA

UC and UAW Successor Bargaining
 Postdoctoral Scholars
 Article 16 – Parking and Transit – Appendix
 UC Proposal 2
 November 28, 2022
 Page 1 of 1

for UC
~~Madeline Strelak~~

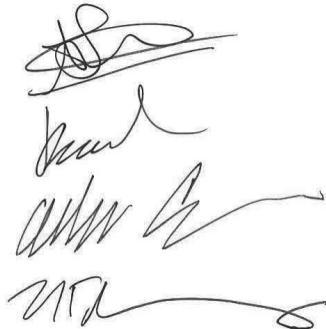
11-28-2022
 Appendix H
 Parking

Peter T Nguyen
 11/28/2022

Each location may increase monthly parking rates annually for the life of the Agreement in accordance with the chart below:

Berkeley Campus	10% maximum
Davis Campus	\$6.10 maximum
Davis Health System	\$10 maximum
Irvine Campus	\$10 maximum
Irvine Medical Center	\$12 maximum
Los Angeles Campus	\$15 maximum
Los Angeles Health System	\$15 maximum
Merced Campus	\$6.10 maximum
Riverside Campus	\$10 maximum
San Diego Campus	Greater of \$10 or 10% maximum
San Diego Health System	Greater of \$10 or 10% maximum
San Francisco Campus & Health System	10% maximum
Santa Barbara Campus	Please see attached
Santa Cruz Campus	10% maximum
Lawrence Berkeley National Laboratory	No Charge

TA for UAW, 11-28-22



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Side Letter: Workplace Accessibility

UC-UAW Successor Bargaining
Postdoctoral Scholars
Joint Labor Management Committee
October 21, 2022
Page 1 of 2

TENTATIVE AGREEMENT

APPENDIX K

SIDE LETTER

JOINT LABOR MANAGEMENT COMMITTEE
Workplace Accessibility

- A. **Objective:** Provide an opportunity for the parties to discuss resources and strategies regarding workplace accessibility consistent with UC Policy and applicable law.
- B. **Joint Labor Management Committee**
1. The Systemwide Committee shall be constituted and operate as follows:
 - a) The UAW shall have one representative from each campus and two additional UAW staff representatives. Bargaining unit employees serving on the committee shall be provided release time for time they would have otherwise worked on that day for the purpose of attending meetings. The University shall be represented by one representative per campus location and two representatives from the Office of the President.
 - b) The parties may invite guests, including but not limited to subject matters experts and/or bargaining unit members to attend Joint Committee meetings, provided there is advance notice.
 - c) The Joint Committee shall meet every six months either in-person, alternating between Northern California and Southern California, or over a remote platform. The parties will jointly agree to dates and meeting locations. Should the parties agree to hold additional meetings, they must be by mutual agreement.
 - d) The UAW shall initiate the meeting by communicating interest to the Office of the President Labor Relations, including the names of the UAW members of the Committee. Provided notice is given to the University no less than thirty (30) calendar days prior to the scheduled meeting, the UAW Committee members shall be released as in B. 1. a. above.
 - e) The UAW shall propose agenda items for the meeting no later than ten (10) calendar days prior to the meeting. If there are no agenda items proposed, the meeting shall be canceled or rescheduled.
 - f) The first meeting shall be no later than 120 days from ratification.
 - g) The UAW Committee members will be released for the meetings, provided there is ample notice.

C. **JLMC Agenda:**The Agenda may include but not be limited to the following topics:

1. Policies regarding accommodation/accessibility needs;
2. Information available to bargaining unit members regarding processes to meet workplace accessibility;

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Side Letter: Special Lab Transition

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.

2/26/24, 11:57 PM

Postdoc Contract - UAW Local 5810

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uaw5810@uaw5810.org