

**UC- UAW Contract**  
**Effective August 12, 2010**  
[DRAFT – PENDING UAW REVIEW]

**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), 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. This recognition excludes Postdoctoral Scholars in the titles listed below who are defined by HEERA as managerial, supervisory and/or confidential.

<b>Title</b>	<b>Title Code</b>
Postdoctoral Scholar – Employee	3252
Postdoctoral Scholar – Fellow	3253
Postdoctoral Scholar – Paid Direct	3254

- C.** The parties may agree to modify the recognized unit pursuant to the rules and regulations of the Public Employment Relations Board (PERB).
- D.** The parties acknowledge that the University intends to retire title codes 3240, 3243, 3245, and 3370 by January 1, 2010. The University will provide written verification when all such title codes are retired.

**ARTICLE 2**  
**APPOINTMENTS**

**A. APPOINTMENT CRITERIA**

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

1. Appointment as a Postdoctoral Scholar requires a doctoral degree (e.g., Ph.D., M.D.) or the foreign equivalent.
2. Individuals pursuing clinical fellowships and residencies in the health sciences are excluded from appointment to these titles.

**B. TERMS OF SERVICE**

1. Postdoctoral Scholar appointments are temporary and have fixed end dates. Appointments are normally one year’s duration.

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2. The initial appointment of a Postdoctoral Scholar at the University shall be for a minimum of one year.
3. With the concurrence of the Postdoctoral Scholar, reappointment may be for less than a year under circumstances that include:
  - a. Fellowship funding is for less than a full year. For example, 18 months, so reappointment is for 1 year + additional 6 months.
  - b. Lack of full-year funding. For example, a PI may be waiting for renewal but without confirmation of award, dept is advised to only appoint for the period they have funding.
  - c. Continuation of the project is less than 1 year
  - d. Visa limitations.
4. 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 her/him over from the Postdoctoral Scholar appointment to another anticipated appointment, or training grant.
5. It is within the University's sole discretion to appoint, reappoint or not reappoint a Postdoctoral Scholar.
6. The total duration of an individual's postdoctoral service may not exceed five years, including postdoctoral service at other institutions. Under unusual circumstances the University may grant an exception to this limit, not to exceed a sixth year.

**C. 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);

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- 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;
  - j. a statement that the Postdoctoral Scholar is exclusively represented by the UAW, and the website address for the Union and the Agreement;
  - k. a statement that the University maintains individual personnel files and that the Postdoctoral Scholar may access her/his file in accordance with the provisions of Article \_\_;
  - l. name of a person to contact for information regarding the appointment (with contact information);
  - m. a statement that the University may require the use of vacation prior to the end of the Postdoctoral Scholar - Employee's appointment period.
2. Campuses may provide additional information in appointment/reappointment letters (e.g., whether the appointment is renewable, and the conditions for such renewal).

**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. In addition, Postdoctoral Scholars 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. In addition, the University shall pay the Workers Compensation Assessment and the Benefit Broker Fee for all Postdoctoral Scholars.
2. 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 B, 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.
3. As a condition of appointment, Postdoctoral Scholars must have adequate health insurance coverage for the duration of their appointment. Additionally, 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.

**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

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circumstances of the Postdoctoral Scholars, changes in the coverage and costs of and changes in plan availability, which may change from year to year.

2. The costs to plans for which the University does not contribute are to be paid by Postdoctoral Scholars.
3. Postdoctoral Scholars shall continue to have access, if any, to campus health facilities under the same terms provided to other campus employees.
4. The University shall share information with the UAW shall share information about the plan in order to discuss and resolve problems, and to understand
5. For calendar year 2010 and 2011, the University shall maintain the plan design and premium contributions currently in effect for both the PPO and the HMO. These rates can be found on the Garnett-Powers & Associates website as listed in Appendix B.
6. For calendar years 2012-2015 the parties will maintain the current contribution ratio for the PPO. In addition, if the UAW and the University agree to cost saving plan design changes, the Postdoctoral Scholars contribution rate will be 1% lower in each category through 2014. However, if the cost saving plan design changes are not agreed to, the Postdoctoral Scholars shall contribute to the monthly Health Benefits HMO premiums in the following amounts:
  - a. **2012:** 2% of monthly health care premiums for the Postdoctoral Scholar and the Postdoctoral Scholar/child(ren); and 3% for Postdoctoral Scholar/partner, and/or Postdoctoral Scholar/family.
  - b. **2013:** 3.5% of monthly health care premiums for the Postdoctoral Scholar and the Postdoctoral Scholar/child(ren); and 5% for Postdoctoral Scholar/partner, and/or Postdoctoral Scholar/family.
  - c. **2014:** 5% of monthly health care premiums for the Postdoctoral Scholar and the Postdoctoral Scholar/child(ren); and 7% for Postdoctoral Scholar/partner, and/or Postdoctoral Scholar/family.
  - d. **2015:** 5% of monthly health care premiums for the Postdoctoral Scholar and the Postdoctoral Scholar/child(ren); and 7% for Postdoctoral Scholar/partner, and/or Postdoctoral Scholar/family.

**C. RETIREMENT BENEFITS**

1. Postdoctoral Scholars, 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. In addition, Postdoctoral Scholars pay Medicare taxes. Postdoctoral Scholars may elect to make voluntary contributions to any of the Retirement Savings Program plans.
2. When the University restarts UCRP employee contributions, the restart of contributions will apply to eligible Postdoctoral Scholars in the same manner as they apply to other represented academic employees at the same campus.
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.

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**D. ENUMERATION OF UNIVERSITY BENEFITS**

For informational purposes only, a brief outline of benefit programs is found in Appendix B. Postdoctoral Scholars may obtain detailed information by contacting <http://www.garnett-powers.com/postdoc/index.htm>.

**E. EFFECT OF ABSENCES FROM WORK ON BENEFITS**

1. **Temporary Layoff/Temporary Reduction In Time** Health plan contributions by the University will be provided for unit employees, in accordance with Section A.3, above, when the employee 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, employees on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations.
2. **Military Leave** - An eligible employee 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 employee 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. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, an employee who exhausts her entitlement to health benefit coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health benefit coverage under the State Family Care and Medical Leave 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.

**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

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may be provided on appointment, reappointment, anniversary date, and/or as a merit increase.

2. The provisions of this Article shall not apply to any Postdoctoral Scholar appointed on a grant (e.g., Einstein Fellows, Hubble Fellows) that restricts that Postdoctoral Scholar's remuneration to only the pay received by the grant.
3. Increases to the University salary/stipend minima rates shall be made in accord with the NIH Notice pertaining to the Ruth L. Kirschstein National Research Service Award (NRSA) Stipend Levels. The effective date of the change is the first day of the payroll period following the announcement, except for Postdoctoral Scholars appointed to the Kirschstein Fellowships, for whom the effective date is the date established in the NIH notice.
  - a. The implementation of and/or changes to the salary scale does not automatically affect the salaries of Postdoctoral Scholars, except for Kirschstein Fellows as provided in §A.3., above.
  - b. The new minima will apply to individual salaries/stipends only when a Postdoctoral Scholar is newly appointed, reappointed, or on the anniversary date for those Postdoctoral Scholars with multiple year appointments.
  - c. Individual Postdoctoral Scholar salary/stipend increases shall occur in accordance with the provisions of §B. and §C., below.
4. When extramural agencies establish stipends at a rate less than the University-established salary/stipend minimum, and the campus elects to proceed with the appointment of a Postdoctoral Scholar, the campus shall provide additional funding to bring the salary/stipend level of the Postdoctoral Scholar up to the established minimum. The supervisor shall arrange the additional funding prior to the begin date of an appointment.
5. In the event the University is providing a supplement to Postdoctoral Scholars in excess of 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 being provided to meet the salary/stipend requirements of this article.
6. When the requirements of the sponsoring agency exceed the requirements of this Agreement, with the exception of the provisions of §A.2. above, the requirements of the sponsoring agency shall control all salary increases and adjustments for the individual Postdoctoral Scholar.

**B. EFFECTIVE THE FIRST PAY PERIOD FOLLOWING RATIFICATION:**

1. A current Postdoctoral Scholar appointed at a rate less than or equal to \$47,000 shall receive a salary increase of 3%.
2. Any Postdoctoral Scholar appointed to a salary above \$47,000, shall receive a salary increase of 1.5%.
3. Any Postdoctoral Scholar appointed after ratification shall receive a salary/stipend of at least \$37,740.

**C. EFFECTIVE JUNE 1, 2011**

1. Beginning June 1, 2011, the Postdoctoral Scholar Experience-based Salary/Stipend Minima shall be implemented with the following rates for new

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appointments, unless the rates are increased as provided in §A.3., above, in which case the new Minima shall apply.

<b>Postdoctoral Scholar Experience Based Salary/Stipend Minima</b>	
<b>Appointment Step for Postdoctoral Scholar Experience Level</b>	<b>Minimum Salary/Stipend Rates Paid for Experience Level</b>
0 (0 – 11 months)	\$37,740
1 (12 – 23 months)	\$39,756
2 (23-35 months)	\$42,624
3 (36- 47 months)	\$44,304
4 (48 – 60 months)	\$45,960
5 (61-72 months) By exception	\$47,940

2. Beginning June 1, 2011, 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.
  - a. In the event a Postdoctoral Scholar initially appointed on or after June 1, 2011 receives a multiple-year appointment, the Postdoctoral Scholar must thereafter receive salary/stipend increases to the appropriate experience-based salary/stipend rate on her/his anniversary date.
  - b. If a Postdoctoral Scholar’s salary/stipend amount is above the appropriate experience level on reappointment, or on her/his anniversary date for Postdoctoral Scholars with multi-year appointments, the Postdoctoral Scholar shall receive at least a two percent (2%) salary increase.
3. **Phase- in of Salary Scale for Postdoctoral Scholars employed as of August 12, 2010:** Beginning June 1, 2011 through May 31, 2014, a Postdoctoral Scholar receiving a salary/stipend below the appropriate experience rate based on her/his experience as a Postdoctoral Scholar, shall be moved (on reappointment or anniversary date) to the appropriate salary rate for her/his experience level provided such move does not exceed a 3% increase from June 1, 2011 through May 31, 2013, and a 3.5% increase from June 1, 2013 – May 31, 2014. If the increase would exceed 3%, the Postdoctoral Scholar shall receive a 3% increase to her/his salary/stipend for the period through May 31, 2013, and 3.5% through May 31, 2014.

**D. EFFECTIVE JUNE 1, 2014**

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All Postdoctoral Scholars shall be placed on at least the appropriate NIH-NRSA rates based on the Postdoctoral Scholar's experience on June 1, 2014.

**ARTICLE 5**  
**DISCIPLINE AND DISMISSAL**

**A. GENERAL PROVISIONS**

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

**B. INVESTIGATORY LEAVE**

1. The University may place a Postdoctoral Scholar on investigatory leave with pay without prior written notice in order to review or investigate allegations of misconduct or dereliction of duty, which warrant immediately relieving the Postdoctoral Scholar from all work duties and/or require removing the Postdoctoral Scholar from the premises and securing University resources.
2. Investigatory leave shall not be considered a form of corrective action.
3. The University will immediately provide the Postdoctoral Scholar and the Union with written confirmation of the terms and reasons for the investigatory leave.

**C. NOTICE OF INTENT**

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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 \_\_, Grievance Procedure.
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.

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4. The University shall send a copy of the notice to the union.
- F. Independent of the University's right to initiate discipline and/or dismissal under this Article, the extramural agency may terminate the fellowship or source of funding for Postdoctoral Scholar Fellows and/or Paid-Directs pursuant to the policies of the agency.

**ARTICLE 6**  
**DURATION**

**A. GENERAL PROVISIONS**

The terms and conditions of this agreement shall remain in full force and effect commencing August 12, 2010 and shall terminate at 11:59 p.m. on September 30, 2015, 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, 2015, 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, 2015 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 Association.
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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**ARTICLE 7**  
**GRIEVANCE AND ARBITRATION**

**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 campus' failure to provide Postdoctoral Scholar lists in accordance with Article \_\_, Union Access and Rights, and Article \_\_, Union Security.
  - b. "Locking out" employees in accordance with Article \_\_, No Strikes.
  - c. Failure to provide the necessary information to the mailing house as set forth in Article \_\_, Union Security.

**5. FILING GRIEVANCES**

- a. Grievances must be filed by hand, facsimile or by U.S. Mail at the campus labor relations office at the location where the alleged violation occurred.
- b. In the event the union alleges a contract violation as a result of an Office of the President action, the grievance shall be filed directly at the Office of the President within 30 days of the day the union knew or should have known of the action giving rise to the grievance. The University shall issue a step 3 response within 45 calendar days from the day the grievance was filed at the Office of the President.
- c. **Time Limits** - The date of filing shall be the date the grievance is received at the campus labor relations office. Filings received after the close of business shall be deemed filed the next business day. If a grievance is filed by facsimile, an original must be filed within five (5) calendar days. The timelines and meetings for the processing of grievances shall be in accordance with the steps addressed below:
- d. Informal (optional) grievance Resolution - Before commencing formal grievance processes, the grievant may discuss the grievance with his or her immediate supervisor in a timely manner. Informal resolutions, although

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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 1.
- e. Step 1 – Formal department or Unit Grievance Review - A written grievance must be filed as set forth below
- 1) A written grievance must be filed with the campus labor relations office on the grievance form agreed to by the parties (Appendix \_\_) within thirty (30) calendar days from the date on which either the grievant or her/his representative knew or could have been expected to know of the event or action which gave rise to the grievance.
  - 2) The written grievance must contain the following information or the University may consider the grievance ineligible for processing:
    - a) a specific description of the dispute including the name(s) of the affected Postdoctoral Scholars or description of the group of the affected Postdoctoral Scholars,
    - b) the facts giving rise to the dispute,
    - c) a listing of the article and section violated,
    - d) a statement as to how the article and section were violated,
    - e) the date(s) of the violation, and
    - f) the requested remedy.
  - 3) At the time the Step 1 grievance is filed, either party may request a meeting prior to the issuance of the Step 1 response. If a meeting is requested, it shall be held within fifteen (15) calendar days of the date on which the Step 1 grievance was filed.
  - 4) The University shall issue a written response to the grievance within fifteen (15) calendar days of the date on which the Step 1 grievance was filed or the date of the Step 1 meeting, whichever is later.
- f. **Step 2** - Campus Grievance Review - If the grievance has not been resolved at Step 1, the grievant and/or her/his representative may file an appeal in writing to the campus labor relations office. Such appeal must be received by the local labor relations office no later than fifteen (15) calendar days after the University's Step 1 response is issued.
- 1) If either party requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 2 meeting.
  - 2) The parties shall be able to bring individuals to the meeting who have relevant information to present regarding the grievance.
  - 3) If no Step 2 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the date of the receipt of

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the Step 2 appeal. If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the meeting.

**g. Step 3 – UC Office of the President Review**

- 1) If the grievance has not been resolved at Step 2, the grievant and/or her/his representative may file an appeal in writing to the Office of the President. Such appeal must be received by the Office of the President no later than fifteen (15) calendar days after the University's Step 2 response is issued.
- 2) The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- 3) The UCOP official or her/his designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the grievant and/or the grievant's representative.
- 4) The UCOP official or her/his designee shall have the authority to settle grievances appealed to Step 3.

**6. Failure to comply with the time limits**

- a. If the grievant or her/his representative does not comply with a timeline set forth in this Article, the grievance shall be ineligible for further processing.
- b. If the University does not comply with a timeline set forth in this Article, the grievant or her/his representative has the right to appeal the grievance to the next step of the Grievance procedure in accordance with the timelines provided in this Article.

7. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

8. Consolidation Of Grievances - Grievances may be consolidated by written agreement of the University, the grievant and/or the grievant's representative.

9. Grievance File - Materials generated as a result of the filing of a grievance including the grievance form shall be maintained by the University in a file separate from the Postdoctoral Scholar's personnel file.

**B. APPEAL TO ARBITRATION**

**1. General Provisions –**

- a. Only the UAW may file an appeal to arbitration and only after the timely exhaustion of the grievance procedure. The written appeal must be signed by an authorized representative of the UAW and must include:
  - 1) the name and address of the UAW representative who is responsible for the appeal to arbitration and to whom all correspondence relating to the arbitration is to be sent;
  - 2) a copy of the completed grievance form; and

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- 3) a statement setting forth the unresolved issue(s), the articles of the agreement alleged to have been violated, and the remedy requested.
  - b. Appeals to Arbitration that are not processed within the time limit in §B.3.a., below are ineligible for arbitration.
  - c. If a grievance is not appealed to arbitration, the University's Step 3 response shall be final. If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, the University's Step 3 response will be final.
2. **Time Limits**
  - a. The written appeal to arbitration must be received by the Office of the President within forty-five (45) calendar days of the date on which the University issued its Step 3 response, or within forty-five (45) calendar days of the final date on which the University's response was due if no response was issued.
  - b. Within fifteen (15) calendar days of the postmark or date of personal delivery the University shall mail to the union an acknowledgment of the receipt of the appeal and the identity of the University official to whom all relevant correspondence should be directed.
3. **Selection of the Arbitrator**
  - a. The UAW representative shall contact the designated University official within thirty (30) calendar days of the appeal to arbitration in order to select an arbitrator from the panel set forth in Appendix \_\_. The arbitrator shall be selected within forty-five (45) calendar days from the date of the appeal. Failure to contact the designated University official within the established time frame will be considered as a withdrawal of the appeal to arbitration.
  - b. If the parties cannot agree to an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.
  - c. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.
4. **Bifurcation**
  - a. The arbitration process shall be bifurcated where the University asserts that there are procedural (e.g., timeliness, standing) and/or arbitrability issues that preclude the UAW from proceeding to a hearing on the merits of the claim.
  - b. When practicable, the University shall inform the UAW in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator or at least forty-five (45) days prior to the scheduled arbitration. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) on the merits of the claim, except as

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provided in §B.5.c., below. If possible, after an arbitrator is selected, the dates for the arbitrability hearing and the hearing on the merits shall be scheduled at the same time. Unless the parties agree otherwise, the arbitrator shall issue a bench decision on the issue of arbitrability.

- c. In the event the University fails to notify the UAW that it is asserting the issue of arbitrability in accordance with the provisions of §B.4.b., above, a single hearing on the issue of arbitrability and the merits will be held. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.

**5. 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. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step 3 of the grievance procedure.
- c. Upon request by either party but not upon his/her own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.
- d. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.
- e. In all cases appealed to arbitration except for actions taken pursuant to Article \_\_, Discipline and Dismissal, the UAW shall have the burden of proceeding.

- 6. Scope Of Arbitrator's Authority** The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

- a. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the Postdoctoral Scholars The University will not be liable for back wages or other monetary

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reimbursement for:

- 1) any period of time during which an extension of the time limits has been granted at the request of the UAW;
  - 2) any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.
- b. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally born by the parties. Costs for transcripts requested by only one party, shall be born by the requesting party.
  - c. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.
7. **Extension Of Time Limits** - Time limits set forth in this article may be extended only by agreement of the parties in writing.

8. **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.8.b., below.
- b. The Postdoctoral Scholar grievant(s), shall be in a without-loss-of-pay-status for the entire arbitration hearing. Postdoctoral Scholar witnesses will be in a without-loss-of-pay-status for travel to and from the arbitration hearing, for time actually giving testimony or waiting to give testimony, at the hearing. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing. Participants shall travel to/from the hearing via the most expeditious method of transportation available.
- c. No more than one (1) Postdoctoral Scholar representative shall be in without-loss-of-pay-status for an arbitration hearing.
- d. The University shall not be responsible for any lodging, travel expenses or other expenses incurred by a grievant, witnesses, employee or UAW representatives with regard to the union's presentation in the arbitration hearing.

9. **Arbitrator Panel**

The parties agree that there will be a standing panel of thirteen (13) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article.

**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 From signed by the affected Postdoctoral Scholar. The Acknowledgment and Waiver Form will reflect

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- a. that the Postdoctoral Scholar has elected to pursue arbitration as the exclusive forum for the claim and
  - b. that the Postdoctoral Scholar understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums.
2. The timeline to appeal to arbitration set forth in this Article will be extended by thirty (30) calendar days for such grievance to enable the Postdoctoral Scholar to make an informed choice.

**ARTICLE 8**  
**HEALTH AND SAFETY**

**A. GENERAL CONDITIONS**

1. The University shall make reasonable attempts to furnish and maintain in safe working condition the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established campus/hospital/laboratory health and safety policies and procedures. Nothing shall preclude the University from establishing safety standards above minimum safety requirements.
2. The University shall not retaliate against any Postdoctoral Scholar for identifying, and/or expressing concerns about safety-related issues.
3. Safety-related issues include: chemical and biological hazards, emergency response, ergonomic risks, radiation, lasers, magnetic fields, nano-particle exposure, and fall hazards.
4. 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.
5. In the event a Postdoctoral Scholar alleges that the physical work place has caused mental or emotional reactions to the work environment, or that s/he has developed physical reactions arising from mental or emotional reactions to or perceptions of the work environment, the University's sole obligation under this Article is to review the allegations and mitigate the physical hazards, if any, in accordance with the provisions of this Article.
6. 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

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authorized Postdoctoral Scholar representative's request to accompany the Cal-OSHA inspector on the walkaround. No more than one Postdoctoral Scholar need be granted participation in walkaround.

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

**B. HEALTH & SAFETY TRAINING**

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

**C. ASSIGNMENTS**

1. The normal course of a Postdoctoral Scholar's research may include activities, substances, or procedures that may be considered hazardous.
2. In the event a Postdoctoral Scholar believes s/he has been assigned research that is hazardous, or research that requires additional training, the Postdoctoral Scholar shall immediately inform her/his supervisor of the components of the assignment that s/he believes to be hazardous or dangerous. Nothing in this provision shall limit the Postdoctoral Scholar's option to contact EH&S.

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- a. In attempting to resolve the Postdoctoral Scholar's claim, the supervisor, may provide necessary training/instruction, protective equipment or hazard abatement, or may make workplace task performance and/or task assignment changes to remediate the Postdoctoral Scholar's concerns.
- b. At any time after the supervisor has been informed of the hazardous assignment, the supervisor or the Postdoctoral Scholar may contact a University EH&S professional for participation in task evaluation.
3. A Postdoctoral Scholar who has complied with the procedures in §2., above, has the right to refuse hazardous tasks, while the University is investigating or remedying her/his concern.
4. If the supervisor does not provide the training/instruction or does not make assignment changes, s/he shall have the Postdoctoral Scholar's claim assessed by a University EH&S professional person responsible for the assessment of health and safety conditions before the Postdoctoral Scholar is required to continue with the task. If, in the assessment of the University EH&S professional, the assignment requires additional training/instruction or other remedies, the supervisor shall follow campus/hospital 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/hospital 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.

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Campuses with fewer than 400 Postdoctoral Scholars shall provide release time for one Postdoctoral Scholar at the campus or major portion thereof to attend the meeting. A University EH&S professional will attend the Labor/Management meeting.

**E. INFORMATION AND TESTS**

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

**F. PROTECTIVE CLOTHING AND EQUIPMENT**

1. **General Provisions** - Protective work clothing is attire worn over or in place of regular clothing to protect the Postdoctoral Scholar's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Safety equipment protects the Postdoctoral Scholar and includes head covers, gloves, goggles, prescription safety glasses, and safety shoes. Protective work clothing, including required protective equipment and other required safety equipment, is provided by the University.
2. At the request of the Postdoctoral Scholar, the University shall review the need to provide additional safety equipment.
3. When a MSDS or SOP provides that certain safety equipment (for example, but not limited, to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required safety equipment shall be reasonably accessible to the Postdoctoral Scholars who are required, as part of their job duties, to use that hazardous substance. Upon review of an operation involving a hazardous substance and with the agreement from a University EH&S professional, safety equipment requirements may be tailored in a manner not stipulated in the MSDS.
4. **Replacement** - Protective work clothing and safety equipment, except prescription lenses and sized safety shoes, which were provided to a Postdoctoral Scholar by the University for use on the job, shall be returned upon completion of the assignment. University-provided items lost or damaged due to Postdoctoral Scholar negligence shall be replaced at the Postdoctoral Scholar's expense.

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University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. A Postdoctoral Scholar required to wear prescription safety glasses will be responsible for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

**G. COMPLIANCE**

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

**ARTICLE 9**  
**HOLIDAYS**

**A. UNIVERSITY HOLIDAYS**

The University shall observe the following days as administrative holidays:

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

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

**B. COMPENSATION FOR HOLIDAYS WORKED**

When operational needs require, the supervisor may schedule Postdoctoral Scholars to work on University holidays. In such instance(s), Postdoctoral Scholars shall receive an

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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 \_\_ or by working an alternate day, if the University determines that work schedules permit. The supervisor shall not unreasonably deny such requests.

**ARTICLE 10**  
**INDIVIDUAL DEVELOPMENT PLANS and PROGRESS ASSESSMENTS**

**A. INDIVIDUAL DEVELOPMENT PLAN**

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

**B. PROGRESS ASSESSMENTS**

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

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

**ARTICLE 11**  
**LABOR- MANAGEMENT MEETINGS**

**A. LABOR- MANAGEMENT MEETINGS**

1. The University and UAW shall engage in University-wide Labor-Management meetings for the purpose of reviewing and devising ways to address on-going need of Postdoctoral Scholars for the mutual benefit of Postdoctoral Scholars and the University, and to make recommendations to appropriate University officials. The parties agree to meet, following the written request of either party, on a quarterly basis. The parties may agree to additional meetings.
2. Each party shall designate a person to serve as Co-chair for the meetings. The Co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and individuals necessary to conduct an informed meeting. Each party's Co-chair will communicate any cost and/or burden associated with providing the requested information as soon as such cost/burden is known.
3. Agenda items not specified at least seven (7) calendar days prior to the scheduled date of the meeting, need not be responded to at the meeting. Appropriate agenda items for Labor-Management meetings include:

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- a. administration of the Agreement;
- b. dissemination of general information of interest to the parties;
- c. health and safety matters regarding bargaining unit employees;
- d. health care benefits matters of interest to the parties;
- e. professional development issues;
- f. leaves of absence
- g. issues of interest to international Postdoctoral Scholars;
- h. childcare issues; and
- i. extramural funding agencies guidelines pertaining to issues such as leaves applicable to postdoctoral scholars.

**B. RELEASE TIME**

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

**ARTICLE 12**  
**LAYOFF**

- A. The University shall have sole discretion to determine when layoffs shall occur. Layoff is defined as an involuntary separation, or a reduction in percent effort or duration of appointment for a Postdoctoral Scholar prior to the established appointment end date as a result of appropriate funding becoming unavailable.
- B. In the event of layoff the University shall provide written notification to the Postdoctoral Scholar. Such notice shall be provided at least thirty (30) calendar days in advance of the effective date of the layoff.
  1. In the event thirty (30) day's notice cannot be provided, the University shall provide the laid off Postdoctoral Scholar pay in lieu of notice for the portion of the thirty (30) days for which notice was not provided.
  2. The University shall provide a copy of the layoff notice to the UAW within five (5) working days of providing the layoff notice to the Postdoctoral Scholar.
- C. In the event the funding is restored or the termination of the research project is reversed within the time that the current appointment period would have been in place,

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the Postdoctoral Scholar shall have her/his appointment restored when the funding/work is restored.

- D. In order to mitigate the effects of a layoff, the University will provide advice to the Postdoctoral Scholar in finding an alternate Postdoctoral Scholar appointment for which s/he is qualified.
- E. A Postdoctoral Scholar who is subject to layoff may request that the University supply a written statement concerning the unavailability of appropriate funding that is the reason for the layoff..

**ARTICLE 13**  
**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: Family Care Leave, leave for jury duty, military leave, leave for professional meetings, Parental Leave, Personal Leave, and leave for service to Governmental agencies.
- b. Medical Leaves with or without pay, include Pregnancy Disability Leave, Family Care/Medical Leave, and Disability Leave.
- c. FMLA is the federal Family and Medical Leave Act of 1993.
- d. CFRA is the California Family Rights Act of 1995.
- e. For the purposes of this Article, a day means a scheduled work day.

**2. Disability Insurance Coverage**

- a. Short Term Disability
  - 1) The University shall continue the current Short term disability benefits with the following change: The plan shall pay a weekly benefit equal to 70% of the Postdoctoral Scholar's earnings.
- b. For Postdoctoral Scholars Eligible for FMLA Coverage
  - 1) Postdoctoral Scholars who have a certified disability during the period of their appointment receive Short-Term Disability payments for up to six months as a result of being enrolled in the UC Postdoctoral Scholar Benefits Plan Short-Term Disability Program.
  - 2) During the period of disability, the Postdoctoral Scholar receives medical plan coverage but no vision or dental. However, an eligible Postdoctoral Scholar shall receive vision and dental coverage for the first twelve (12) weeks of the leave.

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- 3) If a Postdoctoral Scholar who is eligible for a Family Care/Medical Leave takes a leave for her/his own serious health condition, (as defined in **Section B.1.f below**), the absence from work shall be deducted from the Postdoctoral Scholar Family Care/Medical Leave entitlement.
- c. **For Postdoctoral Scholars Not Eligible for FMLA Coverage**
  - 1) Postdoctoral Scholars who have a certified disability during the period of their appointment receive Short-Term Disability payments for up to six months as a result of being enrolled in the UC Postdoctoral Scholar Benefits Plan Short-Term Disability Program.
  - 2) During the period of disability, the Postdoctoral Scholar receives medical plan coverage, but no vision or dental.
3. **Benefit Eligibility While On Leave Without Pay**
  - a. **Special Health Benefit Eligibility For Family Care/Medical Leaves** – An eligible Postdoctoral Scholar shall have University-provided health benefits continued for the period of the Family Care/Medical Leave in accordance with **Section 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 **Section B.3**, Family Care/Medical Leave Notification, and **Sections H.8**. Military Caregiver Leave, **Section I.k**. Qualifying Exigency Leave, and **Section J.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 he/she 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

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layoff. The exceptions to this section are return to work from Pregnancy Disability Leave, Family Care/Medical Leave and Military Leave.

- b. Failure to provide a medical release to return to work, as required in **Section B.5.**, may result in the delay of reinstatement until the Postdoctoral Scholar submits the required medical release certification.

**B. FAMILY CARE / MEDICAL LEAVE**

The provisions of this §B., and the terminology used in §B.1., apply only to Postdoctoral Scholars who are eligible 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 Care Leave** includes “Parental Leave” as defined in §B.1.b. below,, and “Family Illness Leave” as defined in **§B.1.c.** below.
  - 1) **Parental Leave** is leave to care for the Postdoctoral Scholar's newborn or a child who has been placed with the Postdoctoral Scholar for adoption, stepchild, legal ward or foster care.
  - 2) **Family Illness Leave** is leave to care for the Postdoctoral Scholar's child, parent, spouse or same or opposite sex domestic partner with a serious health condition.
- b. **A Family Member** for the purposes of family care leave is the Postdoctoral Scholar's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, a child for whom the Postdoctoral Scholar stands in loco parentis, or an adult who is incapable of self-care because of a mental or physical disability; a biological, foster, or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the Postdoctoral Scholar was a child; spouse; or same or opposite sex domestic partner.
- c. **A Serious Health Condition For The Purposes Of Family Illness Leave** is an illness, injury, impairment, or physical or mental condition which warrants the participation of the Postdoctoral Scholar to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- d. **Medical Leave** is leave granted for the Postdoctoral Scholar's own serious health condition which makes the Postdoctoral Scholar unable to perform any one or all of the essential assigned functions of the Postdoctoral Scholar's position. A Postdoctoral Scholar disabled because of pregnancy-related conditions is covered under **Section C.** – Pregnancy Disability, below.
- e. **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 the following:

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- 1) inpatient care in a hospital, hospice, or residential medical care facility, or
- 2) continuing treatment by a health care provider for:
  - a) a period of incapacity of more than three (3) consecutive calendar days, or
  - b) any period of incapacity or treatment due to a chronic serious health condition, or
  - c) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- f. **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 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 her/his duties, or Christian Science practitioner or any health care provider that the Postdoctoral Scholar's health plan carrier recognizes for purposes of payment.
- g. **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. 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 Family Care/Medical Leave in the calendar year. 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 1250 hours, unless the University demonstrates that the Postdoctoral Scholar does not have the requisite 1250 hours. For the purposes of this Article and Section, only, all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement.
- b. **Family Care/Medical Leave** is unpaid leave, except as otherwise provided in this Article.
  - 1) Time off used for family care and/or medical leave purposes, including Work Incurred Injury and Illness leave, shall be deducted from the twelve (12) workweek Family Care/Medical Leave maximum.
  - 2) Family Care/Medical Leave shall not exceed twelve (12) workweeks in any calendar year.

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- 3) If the Postdoctoral Scholar has exhausted her/his entitlement to Family Care/Medical Leave, or is otherwise ineligible for Family Care/Medical Leave, the University may approve a leave to cover the absence from work for verifiable medical reasons.

**3. Notification**

- a. If the Postdoctoral Scholar learns of the event giving rise to the need for Family Care / Medical Leave 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 family care / medical leave delayed until thirty (30) days after the date on which the Postdoctoral Scholar provides notice.
  - 1) If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the Postdoctoral Scholar shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.
  - 2) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the Postdoctoral Scholar shall provide the University with as much notice as practicable and, at a minimum, within five (5) calendar days after learning of the need for leave.
- b. The University shall determine whether the Postdoctoral Scholar meets the eligibility requirements to qualify for a Family Care/Medical Leave and shall, within five days of that determination, notify the Postdoctoral Scholar whether the Postdoctoral Scholar is eligible for Family Care/Medical Leave. The designation notice shall include the start date of the leave, the return date from the leave, and other terms of the leave.
- c. Extensions to the Family Care/Medical Leave, up to the aggregate maximum of twelve (12) weeks in a calendar year, may be granted in accordance with **Section B.4.e.** of this Article.

**4. Certification**

**a. For the Postdoctoral Scholar's Own Serious Health Condition**

When a leave of absence 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 employee by the University and shall, regardless of the format in which it is provided, include:

- 1) certification that the employee has a serious health condition as defined in **Section B.1.f.**, above, and

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- 2) a statement as to whether the employee is unable to perform one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform, and
  - 3) the date on which the Postdoctoral Scholar's serious health condition began, if known, the probable duration of the condition and the Postdoctoral Scholar's probable date of return, and
  - 4) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of such schedule, and,
  - 5) if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.
- b. **For the Postdoctoral Scholar's Family Member** - When a Postdoctoral Scholar requests Family Illness Leave of absence for the serious health condition of the Postdoctoral Scholar's family member, 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 employee by the University and shall be provided within fifteen (15) calendar days following the University's request, regardless of the format in which it is provided. The certification shall include:
- 1) certification that the Postdoctoral Scholar's family member has a serious health condition as defined in **Section B.1.d.**, above, and
  - 2) a statement that the family member's serious health condition warrants the participation of the Postdoctoral Scholar to provide supervision or care during a period of the treatment or incapacity or psychological comfort, and
  - 3) whether the Postdoctoral Scholar's family member will need care intermittently or on a reduced work schedule and the probable duration that the Postdoctoral Scholar is needed to provide care.
  - 4) In addition, the Postdoctoral Scholar will be required to describe, either on the form or separately, the care s/he will provide the family member and the estimated duration of the period of care.
- c. **Confirmation of Family Relationship** - The University may require a Postdoctoral Scholar requesting Family Illness Leave to care for a family member with a serious health condition or requesting Parental Leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care. 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 documentation within fifteen (15) calendar days of the University's request.
- d. **Questioned Medical Opinions** - If the University has reason to doubt the Postdoctoral Scholar's certification for her/his own serious health condition the University may require the Postdoctoral Scholar to obtain a

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second medical opinion from a second health care provider selected by the University.

- 1) Should the second medical opinion differ from the opinion of the Postdoctoral Scholar's own health care provider, the University may require a third medical opinion from a third health care provider, jointly agreed to by the employee and the University.
  - 2) The University shall bear the cost of the second and third opinions, and the third opinion shall be final.
  - 3) The second medical opinion shall be in the same format as the original certification. No medical records may be required to be released to the University, although a limited release of the medical records between the two health care providers may be necessary. The University will provide a copy of the second medical opinion to the Post Doctoral Scholar at no cost to him/her.
- e. **Additional Certification and/or Recertification** – If additional leave is requested or should the circumstances of the leave change, the University may require the Postdoctoral Scholar to obtain recertification. Such requests for subsequent certification and/or recertification may be either verbal or in writing.
- 1) If the University requires certification and/or re-certification the Postdoctoral Scholar shall return the certification within fifteen (15) calendar days of the University's request, where practicable.
  - 2) The University may deny or delay a request for an extension or change in the leave until the Postdoctoral Scholar provides the required certification.
- f. **Failure to Provide Complete and Sufficient Certification and/or Recertification** – If the Postdoctoral Scholar fails to provide a complete and sufficient certification and/or re-certification, the University shall provide the Postdoctoral Scholar fifteen (15) calendar days to perfect the certification and/or recertification.
- 1) Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time may result in delay of the leave or discontinuance of the leave until the Postdoctoral Scholar provides the required certification and/or recertification.
  - 2) If the Postdoctoral Scholar fails to provide a complete and sufficient certification and/or recertification, the leave is not considered Family Care/Medical Leave and will be denied in accordance with the provisions of **Section B.3.b**. However, the University may grant a Personal Leave to the Postdoctoral Scholar at its discretion.
5. **Return From Family Care/Medical Leave For Own Health Condition**
- a. The Postdoctoral Scholar shall provide reasonable notice to her/his department of her/his anticipated return to work.
  - b. A Postdoctoral Scholar who has been granted a Family Care/Medical Leave for her/his own serious health condition, must provide a written medical release to return to work prior to returning to work.

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- c. The Postdoctoral Scholar who has been medically released to perform the essential assigned functions of her/his job, with or without accommodation, shall be returned in accordance with the provisions of **Section A.7.**
  - d. Failure to provide a medical release to return to work may result in the delay of reinstatement until the Postdoctoral Scholar submits the required medical release certification.
6. **Use Of Paid Leave** –Family Care/Medical Leave is unpaid except for the use of sick leave and/or the use of banked Personal Time Off as provided in this Article:
- a. A Postdoctoral Scholar on leave for her/his own serious health condition:
    - 1) shall use sick leave in accordance with the University's disability plan requirements; or
    - 2) if on leave due to a work-incurred injury or illness, a Postdoctoral Scholar may use sick leave as provided in Article \_\_ - Work Incurred Injury or Illness.
  - b. A Postdoctoral Scholar on leave for her/his own serious health condition may use banked Personal Time Off prior to taking leave without pay.
  - c. A Postdoctoral Scholar on Family Care Leave for Family Illness may use sick leave in accordance with Article \_\_ - Sick Leave, **Section D.**, and may use paid Personal Time Off prior to taking leave without pay.
7. **Duration** - Although the use of Family Care/Medical Leave need not be consecutive, in no event shall a Postdoctoral Scholar's aggregate use of Family Care/Medical Leave exceed a total of twelve (12) workweeks within a calendar year.
- a. **Hourly Conversion for Part- time or Alternately Scheduled Employees** - For Postdoctoral Scholars who work part-time, the number of Family Care/Medical Leave hours to which the Postdoctoral Scholar is eligible shall be adjusted in accordance with the percentage of his/her appointment and with her/his normal weekly work schedule.
  - b. **Employee 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 the intermittent leave or reduced work schedule towards the Postdoctoral Scholar's FML in calendar year.
8. **Parental Leave** - Parental Leave must be initiated and concluded within one (1) year of the birth or placement of the child. The University shall grant a Parental Leave subject to the limitations described below.
- a. If requested and taken immediately following a Pregnancy Disability Leave, a Postdoctoral Scholar eligible for FMLA/CFRA at the beginning of her Pregnancy Disability leave shall be granted the unused portion of FMLA/CFRA leave for Parental Leave purposes, up to a maximum of twelve (12) workweeks. The amount available for use is determined by the

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amount which the FMLA/CFRA eligible Postdoctoral Scholar has previously used under FMLA/CFRA in the calendar year.

- 1) **Requests for Parental Leave** - The Postdoctoral Scholar shall request Parental Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care 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 Family Care/Medical Leave on account of the pregnancy/childbearing disability, shall be set at the time such Family Care/Medical Leave commences. Parental Leave, when taken for adoption, stepchild, legal ward or foster care, could commence prior to the date of placement.
- 2) **Duration** – Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year as defined in **Section B.2.b.2. and B.7.**, above. However, when Parental Leave is combined with a leave for pregnancy-related and/or childbearing disability only, the total Family Care/Parental Leave shall not exceed seven (7) months in a calendar year.
  - a) A Postdoctoral Scholar on Parental Leave shall use banked Personal Time Off prior to taking leave without pay.
  - b) The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during a calendar year.
  - c) The University may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.
  - d) Postdoctoral Scholars who are not eligible for FMLA/CFRA Parental Leave or who have exhausted their FMLA/CFRA leave may also take Personal Leave Without Pay, **Section D.** below for a total combine FMLA/CFRA Parental Leave and Personal Leave Without Pay of up to one (1) year.
9. **Continuation Of Health Benefits while on Family Care/Medical Leave** - An eligible Postdoctoral Scholar who is on an approved Family Care/Medical Leave including FMLA/CFRA Parental Leave with or without pay shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as if s/he were on pay status for the period of the leave, up to twelve (12) workweeks in a calendar year. However, a Postdoctoral Scholar on an approved Pregnancy Disability Leave who is dually eligible for leave under the federal Family and Medical Leave Act and the California Family Rights Act, shall be entitled for up to twelve (12) workweeks of health plan coverage for the combined Pregnancy Disability Leave/Parental Leave that runs concurrently with FMLA and/or CFRA. Other group insurance coverage shall be administered in accordance with the provisions of the applicable group insurance regulations.

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10. **Return To Work** - When a Postdoctoral Scholar has been granted an approved Family Care/Medical Leave of Absence and returns within twelve (12) workweeks of the initiation of the leave, s/he shall be reinstated to the same or an equivalent position upon expiration of the leave. 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 beyond the expiration of their appointment.

**C. PREGNANCY DISABILITY LEAVE**

1. **Duration** - During the period of certified pregnancy-related and/or childbearing disability, a Postdoctoral Scholar is entitled to and the University shall grant up to four (4) months of Pregnancy Disability Leave for pregnancy/childbearing disability purposes. If the Postdoctoral Scholar is eligible for Family Care/Medical Leave, pursuant to **Section B**, above, such leave shall be deducted from a Postdoctoral Scholar's FMLA entitlement.
- a. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a medical disability leave of absence may be granted in accordance with **Section B.2.b.3.**, above, for a total medical absence not to exceed six (6) months.
- b. Additionally, the Postdoctoral Scholar may be eligible for Parental Leave pursuant to **Section B.8.**, above, and Personal Leave Without Pay, pursuant to **Section D.**, below, to care for her 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 employee may elect to use banked 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 provision of that benefit.
- c. The Postdoctoral Scholar may choose to use banked 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**, the University shall temporarily transfer a pregnant Postdoctoral Scholar to a less strenuous or hazardous position upon the request of the Postdoctoral Scholar and with the advice of the Postdoctoral Scholar's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the Postdoctoral Scholar's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward a Postdoctoral Scholar's entitlement of up to four (4) months of pregnancy disability leave, unless the Postdoctoral Scholar is also on a reduced work schedule or an intermittent leave schedule.

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4. **Reduced Work Schedule** - When medically necessary, 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 four (4) months of pregnancy disability leave.
5. **Return To Work** - A Postdoctoral Scholar who has been granted a temporary transfer and/or Pregnancy Disability Leave 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 similar job. If a similar position is not available, 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 or affected by layoff. The date of reinstatement is determined when the leave is granted. Reinstatement to the same or similar position must occur within the appointment period.
6. **Continuation Of Health Benefits** - A Postdoctoral Scholar on Pregnancy Disability Leave who is also eligible for leave under the federal Family and Medical Leave Act, shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for up to twelve (12) workweeks in the calendar year. Other group insurance coverage shall be continued in accordance with the provisions of the applicable group insurance regulations.

**D. PERSONAL LEAVE OF ABSENCE 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 her/his first year of appointment requests leave.
2. **For a Postdoctoral Scholar's own serious health condition** - A Postdoctoral Scholar in her/his first year of appointment may receive up to twelve (12) work weeks of unpaid leave for the Postdoctoral Scholar's own serious health condition. The definition of a serious health condition is defined in §B.1.g., and also applies in this section.
3. **To care for a family member** - A Postdoctoral Scholar in her/his first year of appointment may receive up to twelve (12) work weeks of unpaid leave to care for the Postdoctoral Scholar's child, parent, spouse or same or opposite sex domestic partner with a serious health condition. For the purposes of this section, a serious health condition is an illness, injury, impairment, or physical or mental condition which warrants the participation of the Postdoctoral Scholar to provide supervision or care during a period of treatment or incapacity including psychological comfort. The Postdoctoral Scholar may use banked Personal Time

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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 appointee’s child or that of a spouse or domestic partner. The Postdoctoral Scholar may substitute available banked Personal Time Off in lieu of unpaid parental leave. A Postdoctoral Scholar who elects part-time leave under this section, shall have her/his appointment temporarily reduced for the duration of the leave. The University shall not unreasonably deny requests for this leave.
- b. **Interaction with Parental Leave** – A Postdoctoral Scholar who is taking Parental Leave described above in **Section 8**, shall have up to twelve (12) workweeks of that leave run concurrently with Personal Leave under this section.
- c. **Effect on Benefits** – A Postdoctoral Scholar on a Personal Leave which is not covered by FMLA/CFRA, is responsible for the continuation of benefits during any unpaid portion of the leave. Details are available from the campus Benefits Office.

5. Campuses may provide additional benefits that supplement or enhance the 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) work days of sick leave or banked Personal Time Off due to the death of a family member as defined in §E.2., below. If sick leave or banked 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 or legal guardian, or an individual who stood in loco parentis while the employee 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**

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The University shall provide military leave without pay for Postdoctoral Scholars who are called to active U.S. military service according to applicable University military leave policy.

**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 Family Care / Medical Leave available to eligible Postdoctoral Scholars. A Postdoctoral Scholar may take Military Caregiver Leave to care for a family member who is a "covered servicemember" undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty on active duty in the Armed Forces, or who is otherwise in outpatient status or on the temporary disability retired list.

2. An eligible Postdoctoral Scholar is entitled to up to 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 a Postdoctoral Scholar serving in the following branches of the United States Military

- 1) the regular United States Armed Forces,
- 2) a member of the Reserves or the National Guard, or
- 3) a member of the United States Armed Forces, the National Guard or Reserves who is on the temporary disability retired list and who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list.

b. "Outpatient status" means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) 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 an injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

d. "Parent of a covered servicemember" means a covered servicemember's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered servicemember. 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,

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or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

- f. "Next-of-kin" means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.
  - g. "Single 12-month leave period" means the period beginning on the first day the Postdoctoral Scholar takes leave to care for the covered servicemember and ends 12 months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)
4. **Eligibility** - A Postdoctoral Scholar who is a spouse, domestic partner, son, daughter, parent or next-of-kin of a covered servicemember is eligible for Military Caregiver Leave if the Postdoctoral Scholar meets the eligibility requirements for Family Care / Medical Leave set forth in **Section 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 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 26 workweeks of leave may be taken within any "single 12-month period."
  - b. If an eligible Postdoctoral Scholar does not use all of his or her 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month leave period, the remaining part of the 26 workweeks entitlement to care for the covered servicemember for that serious injury or illness is forfeited.
  - c. As with other types of Family Care / Medical Leave, this 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) including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave, his or her relationship with the Postdoctoral Scholar, and an estimate of the leave needed to provide the care. The Postdoctoral Scholar may also be

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required to provide confirmation of a covered family relationship between the Postdoctoral Scholar and the servicemember.

7. **Substitution of Paid Leave** - Military Caregiver Leave is unpaid leave, except a Postdoctoral Scholar may use sick leave in accordance with Article 39 – Sick Leave and shall use banked 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 \_\_\_\_\_. Reinstatement provisions do not apply to Postdoctoral Scholars beyond 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 Family Care / Medical Leave available to eligible Postdoctoral Scholars. If the Postdoctoral Scholar is the spouse, domestic partner, son, daughter or parent of a "covered military member," the Postdoctoral Scholar may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the covered military member is on activity military duty or has been notified of an impending call or order to active military duty in the Armed Forces.

**1. Definitions**

- a. "Covered military member" means a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or Reserve who is on "active duty or call to active duty status" in support of a contingency operation as defined by the FMLA.
- b. "Parent of a covered military member" means a covered military member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents "in-law."
- c. "Son or daughter of a covered military member" means a covered military member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.

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- d. “Active duty or call to active duty status” means duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by the FMLA.
- e. “Qualifying exigency” is defined as any one of the following, provided that the activity relates to the covered military member’s active duty or call to active duty status:
  - 1) Short notice deployment to address issues that arise due to a covered military member being notified of an impending call to active duty seven 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 a covered military member who is either under age 18 or incapable of self-care
  - 4) Financial and legal arrangements to address the covered military member’s absence or to act as the covered military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for the 90 days after the termination of the covered military member’s active duty status
  - 5) Counseling (provided by someone other than a health-care provider) for the Postdoctoral Scholar, for the covered military member, or for the child of the covered military member who is either under age 18 or incapable of self-care
  - 6) Rest and recuperation (up to 5 days of leave for each instance) to spend time with a covered 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 90 days following termination of the covered military member’s active duty and to address issues that arise from the death of a covered military member while on active duty status
  - 8) Additional activities related to the covered military member’s active duty or call to active duty status when the employer and Postdoctoral Scholar agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.
- f. **Eligibility** - A Postdoctoral Scholar who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the Postdoctoral Scholar meets the eligibility requirements for Family Care/Medical Leave set forth in **Section B.2.a.**
- g. **Counting Leave** - Eligible Postdoctoral Scholars are entitled to up to 12 workweeks of Qualifying Exigency leave during a calendar year. As with other Family Care/Medical Leaves, Qualifying Exigency Leave also may be taken on an intermittent or reduced schedule basis.
- h. **Documentation and Certification** - Postdoctoral Scholars may be required to provide a copy of the covered military member’s active duty orders. Postdoctoral Scholars may also be required to provide certification

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of: (1) the reasons for requesting Qualified Exigency Leave, (2) the beginning and end dates of the qualifying exigency, and (3) other relevant information.

- i. **Substitution of Paid Leave** - Qualified Exigency Leave is unpaid leave, except that a Postdoctoral Scholar shall use banked Personal Time Off prior to taking leave without pay.
- j. **Notice** - The Postdoctoral Scholar shall provide notice of the need for leave as soon as practicable.
- k. **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 \_\_\_\_\_. Reinstatement provisions do not apply to Postdoctoral Scholars beyond the expiration of their appointment.
- l. **Continuation of Health Benefits** - A Postdoctoral Scholar on an approved Qualified Exigency Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks in a calendar year.

**K. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE**

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

- 1. **Eligibility** - To be eligible, a Postdoctoral Scholar must satisfy all of the following criteria:
  - a. Be a spouse or domestic partner of a "qualified member" (defined below),
  - b. Perform services for the University for an average of 20 or more hours per week,
  - c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the Postdoctoral Scholar's intention to take the leave, 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** - "Qualified member" means a person who is any of the following:

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- a. 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
- b. A member of the National Guard who has been deployed during a period of military conflict, or
- c. A member of the Reserves who has been deployed during a period of military conflict.
- d. "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 Military & Veterans Code section 395.10.
- e. **Substitution of Paid Leave** - This leave is unpaid leave, except that a Postdoctoral Scholar shall use banked 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.

**ARTICLE 14**  
**MANAGEMENT AND ACADEMIC RIGHTS**

- A. The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory and mentoring responsibilities in the academic domain.
- B. Except as otherwise provided in this agreement, the UAW agrees that the University has the right:
  - 1. to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
  - 2. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
  - 3. to establish or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
  - 4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;

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5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety,
  6. to determine the amount and timing of merit increases;
  7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
  8. to determine and modify job classifications and job descriptions;
  9. to determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
  10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
  11. to discipline or dismiss Postdoctoral Scholars;
  12. to assign work locations and schedules;
  13. to recruit, appoint, reappoint, not reappoint, Postdoctoral Scholars and assign duties to them;
  14. to communicate with and mentor Postdoctoral Scholars in the course of daily activities;
  15. to investigate and determine matters of research and/or scholarly misconduct;
  16. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
  17. to determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Postdoctoral Scholars
  18. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members.
- C.** The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
- D.** Nothing in this Agreement has limited the right of the University to consult with any Postdoctoral Scholar or Postdoctoral Scholar organization on any matter outside the scope of representation within the constraints imposed by HEERA.

**E. GRIEVANCE/ARBITRATION**

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

**ARTICLE 15**  
**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

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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 \_\_, Corrective Action, Discipline, and Discharge.

**ARTICLE 16**  
**NONDISCRIMINATION**

**A. GENERAL PROVISIONS**

- 1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any Postdoctoral Scholar on the basis of race, color, religion, marital status, national origin, ancestry, sex, pregnancy, sexual orientation, gender identity, physical or mental disability, medical condition, HIV status, service in the uniformed services, age, citizenship, political affiliation, union activity. For the purposes of this Article only,
  - a. Service in the uniformed services is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994.
  - b. "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.
  - c. "Gender identity" means a person's "gender identification" of themselves. Gender is defined in California Penal Code Section 422.56(c). Gender means "sex, and includes a person's gender identity and gender related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth."

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- d. "Medical condition" means either any health impairment related to or associated with a diagnosis of cancer based on competent medical evidence, or genetic characteristics.

**B. SEXUAL HARASSMENT**

Unwelcome sexual advances, requests for sexual favors and other verbal or physical contact of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;
2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual; or
3. Such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

**C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE**

With regard to a grievance alleging sexual harassment, a Postdoctoral Scholar who has timely filed a grievance may elect to substitute the campus Sexual Harassment Complaint Resolution procedure for Step \_\_ of the Grievance Procedure. Use of the Sexual Harassment Complaint Resolution procedure shall toll the time limits for the Grievance Procedure only if a grievance has been timely filed, pursuant to Article \_\_, Section \_\_ (time limits for filing the written grievance). At any time, an employee may elect to resume the regular grievance procedure in place of the campus Sexual Harassment Complaint Resolution procedure by written notice to the University. The University's Step \_\_ Grievance response will be issued within fifteen (15) calendar days after such notice to return to Step \_\_ of the Grievance Procedure is received by the designated campus official.

**ARTICLE 17**  
**PARKING AND TRANSIT**

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

**ARTICLE 18**  
**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.

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

**B. REQUESTING AND USING TIME OFF**

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

**ARTICLE 19**  
**PERSONNEL FILES**

**A. GENERAL PROVISIONS**

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

1. **Access to Personnel Files** - The University shall identify the location(s) where a Postdoctoral Scholar or her/his designated representative, may obtain access to the Postdoctoral Scholar personnel file(s). In the Appointment Notification, the

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University shall designate a contact person 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 Vita, UC's Appointment and Reappointment notices, information about the Postdoctoral Scholar's pay and benefits, record of training, written annual reviews, discipline, and dismissal actions, and other relevant or necessary information specified by the University.
- b. Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to a Postdoctoral Scholar, shall be placed in the Postdoctoral Scholar's personnel file(s). The Postdoctoral Scholar's written comments, if any, regarding such letters shall be placed in his or her personnel file(s).
- c. Upon the Postdoctoral Scholar's written request, counseling memoranda and/or written records of discussions will be removed from the Postdoctoral Scholar's personnel file if there have been no other such memoranda relating to, or disciplinary action on, the same or similar issue(s) for a two-year period.
- d. Items placed in a Postdoctoral Scholar's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.
- e. The Postdoctoral Scholar has the right to request that errors of fact in personnel records be corrected, and to make additions to personnel records.

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

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

1. A Postdoctoral Scholar shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his or her personnel file(s). When granting such requests, the immediate supervisor shall take into account the frequency of such requests and the amount of time the Postdoctoral Scholar is or will be engaged in such activity and the impact on operational requirements.
2. An individual of the Postdoctoral Scholar's choice may accompany the Postdoctoral Scholar when the Postdoctoral Scholar is reviewing his or her personnel file(s).
3. Alternatively, an individual Postdoctoral Scholar may authorize a designated representative to review the Postdoctoral Scholar's personnel file(s) on the Postdoctoral Scholar's behalf. Such written authorization shall be valid for the period designated by the individual but not to exceed the duration of the Postdoctoral Scholar's appointment, or if no time period is designated, for a period of one (1) year from the date of the signature of the authorization. The

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UAW Representative shall present the signed and dated authorization when requesting access to a Postdoctoral Scholar's personnel file.

**C. GRIEVANCE- RELATED FILES**

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

**D. DUPLICATION COSTS**

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

**ARTICLE 20**  
**POSTING**

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

**ARTICLE 21**  
**PROFESSIONAL DEVELOPMENT & CAREER COUNSELING**

- A. The University will continue to provide access to professional development and/or career counseling programs available to Postdoctoral Scholars at their campus that were in effect as of the 2010 contract ratification.
- B. 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 2010 contract ratification.
- C. 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.

**ARTICLE 22**  
**SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall meet and confer in good faith with respect to any provision found to be in contravention of the law.

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**ARTICLE 23**  
**SICK LEAVE**

**A. ELIGIBILITY**

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

**B. POSTDOCTORAL SCHOLARS WITH APPOINTMENTS OF LESS THAN TWELVE MONTHS**

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

**C. USE OF SICK LEAVE**

1. Use of Sick Leave is recorded in one-day increments. Approved absences of less than one full day do not require the use of sick leave.
2. For the purposes of this Article, a "day" means a "workday". Postdoctoral Scholars who are on a reduced schedule are docked a full day of sick leave when absent for their entire reduced time "day" on which s/he is absent.
3. Sick leave shall be used in keeping with normally approved purposes, including personal illness; medical appointments; childbearing; disability; and medical appointments, illness, or bereavement for a Postdoctoral Scholar's family member as defined in §F., below.
4. The University may require that a Postdoctoral Scholar provide proof of a need to be absent from work due to illness.

**D. DEFINITION OF FAMILY MEMBER 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). Parent includes a biological, foster or adoptive parent, step-parent or legal guardian, or an individual who stood in loco parentis while the Postdoctoral Scholar was a child.

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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.

**ARTICLE 25**  
**TIME AND EFFORT COMMITMENT**

- A. 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 §D. below.
- B. 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.
- C. Postdoctoral Scholars do not receive overtime compensation or compensatory time off.
- D. **EXCEPTIONS TO FULL TIME APPOINTMENTS:**
  - 1. Upon written request of the appointee and 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.
  - 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 §D.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. and B., will be prorated for Postdoctoral Scholars with less than a full-time appointment as provided in §D.

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**ARTICLE 26**  
**TITLES AND CLASSIFICATIONS**

**A. PREAMBLE AND GENERAL PROVISIONS**

1. A Postdoctoral Scholar is an individual who has received a doctoral degree (or equivalent) and is engaged in a temporary and defined period of mentored advanced training to enhance the professional skills and research independence needed to pursue his or her chosen career path.
2. Postdoctoral Scholars train under the direction and supervision of faculty mentors in preparation for academic or research careers.
3. In addition to pursuing advanced preparation in research, Postdoctoral Scholars may be approved to engage in other activities to enhance teaching and other professional skills. If formal teaching duties are assigned, a Postdoctoral Scholar will be assigned both a Postdoctoral Scholar title and an appropriate teaching title.
4. Ordinarily, Postdoctoral Scholars are not permitted to serve as principal investigators on extramurally sponsored contracts or grant applications. Because the University recognizes that proposal preparation is an important aspect of most postdoctoral training, campuses may permit Postdoctoral Scholars to serve as principal investigators on such applications that are restricted to Postdoctoral Scholars, or in other circumstances approved by the University.
5. The provisions of this Preamble 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. when ever 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 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. **Postgraduate Researcher – FY (3240), Postgraduate Researcher – AY (3243), Postgraduate Researcher – AY Extramural Funds (3245), and Visiting**

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**Postdoctoral Scholar (3370).** The University retired these titles on January 1, 2010.

**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 thirty (30) 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 thirty (30) 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.

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- b. If the Union does not contest the unit assignment of the Postdoctoral Scholar title(s) within the sixty (60) calendar day notice period, the movement out of the unit may proceed.

**ARTICLE 27**  
**TRAINING**

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

**ARTICLE 28**  
**TRAVEL REIMBURSEMENT**

**A. UNIVERSITY REQUIRED TRAVEL**

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

**B. DISCRETIONARY TRAVEL**

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

**ARTICLE 29**  
**UNION ACCESS AND RIGHTS**

**A. USE OF FACILITIES**

1. **Access** – the University has the right to establish and enforce reasonable access rules and regulations at each campus.

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

**B. POSTDOCTORAL SCHOLAR INFORMATION**

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

**C. PUBLICATION OF THE AGREEMENT**

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

**D. RELEASE TIME FOR UNION BUSINESS - Postdoctoral Scholar Representatives**

1. The UAW may designate up to one (1) member of the bargaining unit for each 250 Postdoctoral Scholars, or major portion thereof, at each campus to serve as UAW Postdoctoral Scholar representatives provided not more than one (1)

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representative shall be named from any one laboratory or work group. In the event a campus has fewer than 250 Postdoctoral Scholars, the union shall be entitled to name one Postdoctoral Scholar Representative at that location. The function of the UAW Postdoctoral Scholar representative shall be to inform Postdoctoral Scholars of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.

2. The UAW shall notify the campus Labor Relations Office of the names and work locations of the designated representatives, as soon as practicable following such designation.
3. The University shall not unreasonably deny these Postdoctoral Scholars release time to perform responsibilities described in §D.1. Grievance-related release time may include:
  - a. the initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
  - b. one on one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of Article \_\_, Grievance Procedure;
  - c. meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed or with whom time limit agreements are achieved;
  - d. Informal Review meetings held pursuant to Section \_\_. of Article \_\_, Grievance Procedure;
4. The Postdoctoral Scholar representative shall request such release time from her/his supervisor before using work time for representational activities. The Postdoctoral Scholar representative's use of release time shall not interfere with research needs or other operational requirements.
5. In the event the University believes abuse of these provisions may exist, or that the use of such time is interfering with research needs or other organizational requirements, the University will notify the UAW, and the parties will attempt to resolve the matter. The supervisor may deny unreasonable use of release time until the University and the UAW resolve the matter.

**E. RELEASE TIME FOR BARGAINING**

1. The University will release six (6) designated team members from their work assignments without loss of pay to attend scheduled bargaining sessions, pursuant to the provisions of Article \_\_, Duration. In addition, the University will provide unpaid release time to for up to four (4) additional Postdoctoral Scholars. The UAW shall not name more than one (1) representative from each campus.
2. Release time shall be provided only for bargaining sessions, and only for the days which the team member would have been scheduled to work had s/he not been released from her/his work assignments to attend scheduled bargaining sessions.
  - a. Scheduled bargaining sessions are defined as the pre-scheduled face-to-face meetings, and related caucuses during meeting days, for the purpose of negotiating terms and conditions of an Agreement.

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

**F. CAMPUS- WIDE POSTDOCTORAL SCHOLAR ORIENTATION**

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

**ARTICLE 30**  
**UNION SECURITY**

**A. GENERAL CONDITIONS**

1. Notice from the UAW that the Postdoctoral Scholars have ratified the Agreement shall constitute notice to the University that the UAW has implemented the provisions of Section 3583.5(a)(1) of the Government Code providing for fair share service fee collection. [moved from G 1] All Postdoctoral Scholars covered by the terms of this Agreement shall, as a condition of employment, either become and remain members in good standing of the UAW, or pay a fair share fee to the UAW, pursuant to the provisions of HEERA. The initial deduction of

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dues and fees pursuant to §B., below, shall occur within sixty (60) days following the union's notice of ratification. Processing deductions for Postdoctoral Scholars in the Paid Direct title will occur within ninety (90) days of ratification.

2. A Postdoctoral Scholar decides whether or not to join the UAW, and the University will not discourage Postdoctoral Scholars from becoming members of the UAW. If asked questions about the UAW Deduction Authorization Form (Appendix \_\_) or the Union in general, the University and its agents shall refer the Postdoctoral Scholars to the Union. Pursuant to HEERA, the payment of union dues and agency fees through payroll deduction will continue even if the collective bargaining agreement expires.
3. The University will deduct from the Postdoctoral Scholar's gross earnings membership dues, assessments and standard initiation fees for members and fair share service fees for non-members in the amount established by the UAW. The University shall, on a monthly basis, deduct such dues or fees from the pay, including supplements, of Postdoctoral Scholars appointed to the Employee title (3252), and/or the stipends paid to Fellow title (3253) in accordance with the provisions of §A.4., below. The University shall remit dues, assessments, fees and fair share service fees to the UAW on a monthly basis.
  - a. In the event a Postdoctoral Scholar is appointed to the Fellow title (3253) and is remunerated with a stipend, the Postdoctoral Scholar shall provide written authorization for the University to deduct the dues/fees from the stipend.
  - b. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Employee title (3252), the dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the Employee (3252) supplement.
  - c. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Fellow title (3253), the dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the Fellow's (3253) stipend.
4. The University shall provide Postdoctoral Scholars with necessary release time in order to meet with a union representative to arrange the method of payment for any remaining dues/fees, or to address other dues/fees concerns.
5. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and they receive a supplement in the 3252 title and/or a stipend in the 3253 title that is insufficient to cover the dues/fees, the University shall deduct the maximum possible amount from the stipend and/or University supplement, and remit the amount of the deduction to the Union.

**B. DUES AND FEES**

1. **Union Dues** – The Union will verify the Postdoctoral Scholars who have elected to become members of the UAW following completion of a Union membership form by providing the information specified in §H. below, to the campus payroll/Labor Relations office. The University will deduct the amount of membership dues, assessments and standard initiation fees required by the UAW from the earnings of such Postdoctoral Scholars as set forth in §A. A Postdoctoral Scholar may at any time cancel authorization for payroll dues deduction by presenting a written request for termination and cancellation to the Union. The Union will provide the

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termination information to the University via the process outlined in §H. of this Article.

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

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

**C. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)**

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

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

**D. INDEMNIFICATION**

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

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proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

**E. CORRECTION OF ERRORS**

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

**F. FEES FOR PROVIDING PAYROLL DEDUCTIONS**

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

**G. PROCESS FOR TRANSMITTING DUES AND FEES**

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

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- H. UNION TRANSMISSION OF DUES/FEES/VCAP INFORMATION TO THE UNIVERSITY** The UAW shall transmit deduction information to the campus payroll office with a copy to the campus labor relations office. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall process all changes submitted by the Union, provided the University receives the information from the Union in time for the deductions to take effect by the next payroll run, by the fifteenth (15<sup>th</sup>) of the month.
1. The Union will only provide a list of employee records for Postdoctoral Scholars for whom the UAW requests a change.
  2. The information shall include:
    - a. Campus
    - b. Postdoctoral Scholar ID
    - c. Title Code
    - d. Employee's current union membership status; i.e., dues or agency fair share service fee payer.
    - e. Last four (4) digits of the Postdoctoral Scholar's Social Security number
    - f. Union initiation fee (for dues paying members)
    - g. Union-charged dues/fees affiliation, i.e., "D" or "F"
    - h. GTN code assigned to the deduction
    - i. Union current VCAP amount
    - j. Union VCAP new or changed amount.

**ARTICLE 31**  
**UNIVERSITY FACILITIES AND SERVICES**

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

**ARTICLE 32**  
**WAIVER**

- A.** The University and the UAW acknowledge that during the negotiations resulting in this Agreement, each party had the opportunity to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. This Agreement supersedes and replaces any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters. Except as provided in this Agreement, the University and the UAW agree and understand that each voluntarily waives its right to negotiate with respect to:
1. any matter raised in negotiations or covered in this Agreement, or
  2. with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within

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the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B.** Notwithstanding Section A., above, in the event the University proposes a new policy or practice or a change in an existing policy or practice not covered by the Agreement that has a significant impact on the terms and conditions of employment for a substantial number of Postdoctoral Scholars in the unit, the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.
1. The parties shall undertake negotiations regarding the impact of such changes on Postdoctoral Scholars when all three of the following exist:
    - a. The changes proposed by the University would have a significant impact on the terms and conditions of employment of a substantial number of employees in the bargaining unit;
    - b. The subject matter of the change is within the scope of representation pursuant to HEERA; and
    - c. The UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the UAW of the University's notice as described in Section B.
  2. The UC and the UAW shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.
  3. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

**ARTICLE 33**  
**WORK AUTHORIZATION**

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

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3. informal communications between a UC faculty member and a potential Postdoctoral Scholar do not constitute a formal appointment offer.
4. The provisions of this §C.3.a. do not apply if the delay is the result of an emergency situation (e.g, an earthquake or flood).

**ARTICLE 34**  
**WORK- INCURRED INJURY OR ILLNESS**

**A. GENERAL PROVISIONS**

This Article defines the application of sick leave, incidental time off, 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, personal time off and incidental 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

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work. When possible, a Postdoctoral Scholar granted a work-incurred injury or illness leave must provide the University with ten (10) calendar days notice of her/his ability to return to work. If a return to work specifies restrictions, the University will consider what accommodation, if any, will reasonably be made.

2. If the position held has been abolished during the leave, the Postdoctoral Scholar shall be afforded the same considerations which would have been afforded had that Postdoctoral Scholar been on pay status when the position was abolished.

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

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

**E. EFFECT ON PAY STATUS**

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

**F. SEPARATION**

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

**G. LIGHT DUTY**

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

**ARTICLE 35**  
**WORKSPACE AND MATERIALS**

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

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**APPENDIX A**  
**ENUMERATION OF UNIVERSITY BENEFITS**

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

**A. HEALTH BENEFITS**

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

**B. UC RETIREMENT-SAVINGS PROGRAM**

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

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

Standard Insurance Company provides basic life and accidental death and dismemberment (AD&D) coverage. Eligible employees are automatically covered by the

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plan, which is paid for by UC. The plan includes medical evacuation and repatriation of remains for international postdoctoral scholars.

**D. DISABILITY INSURANCE**

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

**E. BUSINESS TRAVEL ACCIDENT INSURANCE**

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

**F. OTHER BENEFITS**

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

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

Dear Postdoctoral Scholar:

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

Since all Postdoctoral Scholars receive the benefits of the Union contract, you must, under California Law, choose either to become a member of the Union and pay membership dues (currently 1.15% of gross pay) or to pay fair share fees (currently 0.94% 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: \_\_\_\_\_. Please contact the union for information about the union and membership at \_\_\_\_\_.

Sincerely,

***UC Representative***

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**APPENDIX C**

**UAW Local 5810 Postdoctoral Scholar Deduction Authorization Form**

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

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

I **accept membership** in UAW Local 5810. I agree to pay monthly dues, currently 1.15% of gross pay, and a **one-time** \$10 initiation fee. As a member of the Union, I have the right to fill out bargaining surveys, vote to approve contracts, vote for Union representatives, run for Union office, attend Union meetings and otherwise participate in the Union. The more Postdoctoral Scholars who join the Union, the more effective the Union will be in representing Postdoctoral Scholars' interests.

I **decline membership** in UAW Local 5810 and understand that I will still be required to pay fair share fees, currently 0.94% of gross pay, to help pay for the cost of bargaining and administering the Union contract.

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

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

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

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**APPENDIX D**  
**UNIVERSITY FACILITIES AND SERVICES**

**PARTICIPATION IN ALL WELLNESS RELATED LECTURES AND ACTIVITIES**

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

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**UNIVERSITY FACILITIES AND SERVICES**

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

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

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**ACCESS TO CAMPUS DINING FACILITIES/MEAL PLANS**

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

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**ACCESS TO SPORTS/RECREATION FACILITIES AND THE SERVICES THEY PROVIDE**

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

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**ACCESS TO COMPUTER/INFORMATION FACILITIES**

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

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**ACCESS TO PRINTING FACILITIES**

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

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**ACCESS TO AND DISCOUNTED RATES TO CAMPUS EVENTS**

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

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**ACCESS TO CAMPUS MUSEUMS**

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

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**UNIVERSITY FACILITIES AND SERVICES**

**ACCESS TO CAMPUS HOUSING**

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**LOC    CURRENT PRACTICE**

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

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**ACCESS TO CAMPUS CHILDCARE**

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

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**ACCESS TO VISA SERVICES**

<b>LOC</b>	<b>CURRENT PRACTICE</b>
<b>BK</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> The Berkeley International Office provides visa and immigration services to Berkeley international scholars and researchers. See <a href="http://internationaloffice.berkeley.edu">http://internationaloffice.berkeley.edu</a>
<b>DV</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> Services for International Students and Scholars (SISS) assists international students, scholars and UC Davis departments with visa and immigration issues. See <a href="http://siss.ucdavis.edu/">http://siss.ucdavis.edu/</a>
<b>IR</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> The UCI International Center is responsible for issuance for a variety of visa documents as well as compliance with SEVIS requirements. See <a href="http://www.ic.uci.edu/scholars/index/php">http://www.ic.uci.edu/scholars/index/php</a> .
<b>LA</b>	Same access as academic and staff employees who are international scholars.  <b>COMMENT:</b> The Dashew Center for International Students and Scholars assists UCLA departments and units by advising on immigration regulations and visa options. It also prepares and files petitions and applications with USCIS, DOL and other government agencies, for those persons whom the department wishes to employ. See <a href="http://www.internationalcenter.ucla.edu/VisaServices.aspx">http://www.internationalcenter.ucla.edu/VisaServices.aspx</a>
<b>MR</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> The International Students and Scholars Office (ISSO) assists faculty members, researchers and students with visa and immigration needs. ISSO also is a resource providing support with University-sponsored visa petitions, and helping to create an awareness of immigration issues and procedures. See <a href="http://iss.ucmerced.edu/scholars/visa-information">http://iss.ucmerced.edu/scholars/visa-information</a>
<b>RV</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> The International Center provides advice on visa and immigration issues. See <a href="http://internationalcenter.ucr.edu">http://internationalcenter.ucr.edu</a>
<b>SD</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> The International Student Office and International Scholar Office assists international scholars with immigration regulations and documents and hospitality programs. See <a href="http://icenter.ucsd.edu/isso/">http://icenter.ucsd.edu/isso/</a>
<b>SF</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> Services to International Students and Scholars (SISS) provides international students, scholars, and visitors with information, advice, and assistance in obtaining visa documentation and authorization for employment, and in the maintenance of immigration status. See <a href="http://policies.ucsf.edu/100/10015.HTM">http://policies.ucsf.edu/100/10015.HTM</a>
<b>SB</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> The Office of International Students and Scholars (OISS) assists international scholars engaged in teaching and research with immigration regulations and visa assistance. See <a href="http://www.kiosk.ucsb.edu/InternationalStudentServices/index.aspx">http://www.kiosk.ucsb.edu/InternationalStudentServices/index.aspx</a>
<b>SC</b>	Same access as academic and staff employees who are international scholars. <b>COMMENT:</b> International Scholar and Student Services (ISSS) is a functional area of the Office of International Education and advocates for international scholars and provides information and guidance on the regulations and laws required to remain in the US legally. See <a href="http://oie.ucsc.edu/iss3/">http://oie.ucsc.edu/iss3/</a>

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**SIDE LETTER**  
**JOINT HEALTH CARE COMMITTEE**

The UAW and the University agree to establish a Joint Health Care Committee (JHCC) as follows:

- A. Purpose: The primary purpose of the JHCC is to review the Postdoctoral Scholar's Health, Dental and Vision Plans and to make recommendations for improvements or changes.
- B. Composition: Each party shall select 2 members to serve on the JHCC. With mutual agreement, the parties may have additional representatives on the JHCC.
- C. Meetings: The JHCC shall meet at least quarterly, or more frequently if needed, commencing in January or February, 2011.
- D. JHCC Activities will include:
  - 1. Review current procedures utilized by University in its annual renewal process for the Postdoctoral Scholars Health, Dental and Vision Plans;
  - 2. Review reports of complaints or programs issues from the prior calendar year and recommend methods of and means to resolve them;
  - 3. Discuss goals and trends for renewal for the upcoming plan year;
  - 4. Discuss and recommend agreed upon improvements as needed;
  - 5. Provide agreed upon reports of the JHCC meetings for Union and University Leadership on an agreed upon schedule; and
  - 6. Other agreed upon activities.
- E. Additionally, the JHCC may:
  - 1. Review and discuss Requests for Renewals during April and May;
  - 2. Jointly meet with University consultants during April and May;
  - 3. Jointly provide recommendations to University consultants during April and May; and
  - 4. Review recommendations for program renewals during June and July.
- F. Open Enrollment: Open Enrollment for Postdoctoral Scholars shall be held in November.
- G. Sharing of Information:

The UAW 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 UAW to allow the UAW 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

