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Appendix A: Notice to Current Postdoctoral Scholars

UAW Local 5810 Postdoctoral Scholar Deduction Authorization Form

Appendix B: Enumeration of University Benefits

Appendix C: University Facilities and Services

Joint Health Care Committee

TA 12:21 pm 2/24/2009
From UAW 2/24/2009 12:17 pm
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TA 12:21 pm Feb. 24, 2009 [Signature]

ARTICLE _
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. ~~On November 3, 2008, The University recognized~~ 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 ~~was~~ is in accordance with the Settlement Agreement made between the parties on October 27, 2008, ~~and following~~ 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)~~ 51030(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.

Title	Title Code
Postdoctoral Scholar - Employee	3252
Postdoctoral Scholar - Fellow	3253
Postdoctoral Scholar - Paid Direct	3254
Postgraduate Researcher - FY	3240
Postgraduate Researcher - AY State Funds	3243
Postgraduate Researcher - AY Extramural Funds	3245
Visiting _____ - Postdoc	3370

- 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.

7-30-2010 4:14 pm UC → VAW

APPOINTMENTS

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.

TERMS OF SERVICE

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


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1. As soon as practicable, but no later than seven (7) calendar days following the start of the appointment, or thirty (30) calendar days prior to the start of a reappointment, the University shall provide a Postdoctoral Scholar a written notice of appointment/reappointment. The appointment notice shall include:
 - a. job title;
 - b. beginning and end dates of the appointment;
 - c. appointment percentage;
 - d. supervisor's name;
 - e. department or academic/research unit;
 - f. anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center)
 - g. a brief description of the anticipated research project(s);
 - h. funding information available to the University at the time of appointment including: salary/stipend amount; supplemental compensation information, if any; and funding source(s).
 - i. a summary of benefits;
 - 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 accrued 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).
3. **Work Authorization**
 - a. 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
 - b. The University and the UAW understand and agree that
 - 1) the University shall not be held responsible for any actions, failures, errors, or decisions of the external agencies, and

- 2) the University shall not be held responsible if the applicant is ineligible for work authorization, or if the applicant makes submission or omission errors; and
- 3) informal communications between a UC faculty member and a potential Postdoctoral Scholar do not constitute a formal appointment offer.

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).

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BENEFITS

A. GENERAL CONDITIONS

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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 Section A.1., of 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 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. 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.***
5. 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 premiums in the following amounts: ~~University and the UAW agree to engage in negotiations, pursuant to the provisions of Article ___, Duration, §B.1:~~

- 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.
6. ~~In the event a multi-year agreement is not reached on Benefits, the University and the UAW agree to engage in negotiations pursuant to the provisions of Article __, Duration, §B.1.~~

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.

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://atyourservice.ucop.edu/>.

E. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. **Temporary Layoff/Temporary Reduction In Time/Furlough** - 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 layoff; 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.

B. EFFECTIVE OCTOBER 1, 2010

Effective the first pay period following ratification:

- a. A current Postdoctoral Scholar appointed at a rate less than or equal to \$47,000 shall receive a salary increase of 3%.
- b. Any Postdoctoral Scholar appointed to a salary above \$47,000, shall receive a salary increase of 1.5%.
- c. 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, unless the rates are increased as provided in §A.3., above, in which case the new Minima shall apply.

Postdoctoral Scholar Experience Based Salary/Stipend Minima	
Appointment Step for Postdoctoral Scholar Experience Level	Minimum Salary/Stipend Rates Paid for Experience Level
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 such a Postdoctoral Scholar receives a multiple-year appointment, the Postdoctoral Scholar must thereafter receive salary/stipend increases to the appropriate experience-based salary/stipend rate on 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. 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

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.

11:27 am [signature] 7/30/2009 UC → UTA

DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

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2.

The University may discipline or dismiss a Postdoctoral Scholar for just cause. 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, ~~by the union or any other person of their choosing;~~ except for *by* a manager, supervisor or confidential employee.
4. The University may take other disciplinary action consistent with extramural funding agency requirements.

[Handwritten notes and signatures: "pl", "RV", "7/30", "DK", "XC", "MSO"]

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

- 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 administration *University* shall review *any timely responses received.* provided by the Postdoctoral Scholar:

E. NOTICE OF ACTION

If the University determines to institute the discipline or dismissal after reviewing a timely response ~~from the Postdoctoral Scholar~~, 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.
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.

8-21-2009 UAW → VC
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 final shall not be precedential nor inconsistent with this Agreement.

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- 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 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
 - 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 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 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.

6. **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

- 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.

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ARTICLE
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 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.

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

Scholar at the campus or major portion thereof to attend the meeting. A University EH&S professional will attend the Labor/Management meeting.

E. INFORMATION AND TESTS

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

F. PROTECTIVE CLOTHING AND EQUIPMENT

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

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

G. COMPLIANCE

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

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ARTICLE _____
HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

1. January 1 (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 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Friday following Thanksgiving Day (or announced equivalent)
11. December 24, or announced equivalent (Christmas Eve)
12. December 25 (Christmas Day)
13. December 31, or announced equivalent (New Year's Eve)

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

B. COMPENSATION FOR HOLIDAYS WORKED

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

C. RELIGIOUS OBSERVANCE

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

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INDIVIDUAL DEVELOPMENT PLANS and PROGRESS ASSESSMENTS

A. INDIVIDUAL DEVELOPMENT PLAN

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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 ~~are responsible for the development of her/his~~ **may elect to develop an** IDP. ~~if any:~~ 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.
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/mentor for review.**

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LAYOFF

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.

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.

In the event the funding is restored or the termination of the research project is reversed within the time that the current appointment period would have been in place, the Postdoctoral Scholar shall have her/his appointment restored when the funding/work is restored.

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

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LABOR- MANAGEMENT MEETINGS

A. LABOR-MANAGEMENT MEETINGS

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1. The University and UAW shall engage in University-wide Labor-Management meetings for the purpose of reviewing and devising ways to address on-going need of Postdoctoral Scholars for the mutual benefit of Postdoctoral Scholars and the University, and to make recommendations to appropriate University officials. The parties agree to meet, following the written request of either party, on a quarterly basis. The parties may agree to additional meetings.

2. Each party shall designate a person to serve as Co-chair for the meetings. The Co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and individuals necessary to conduct an informed meeting. Each party's Co-chair will communicate any cost and/or burden associated with providing the requested information as soon as such cost/burden is known.

3. Agenda items not specified at least seven (7) calendar days prior to the scheduled date of the meeting, need not be responded to at the meeting. Appropriate agenda items for Labor-Management meetings include:

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

B. RELEASE TIME

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

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ARTICLE \_\_  
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:
  - a) 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.
- 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 8.1.1.1~~), 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**

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- 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 11.8** 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 11.3**, Family Care/Medical Leave Notification, and **Section 11.8**, Military Caregiver Leave, **Section 11.11**, Qualifying Exigency Leave, and **Section 11.13**, 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 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 §B. 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 ~~of~~ 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:
 - 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.

- 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 disability 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.c.** 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 10.1~~, above, and
 - 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 10.1~~, 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 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 8.3b~~. 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.
- 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 8.3b~~.
- 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 8.3b~~, 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 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.10.1~~, 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 B.10.2~~, 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.
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.2**, 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.3.** above, and Personal Leave Without Pay, pursuant to **Section B.4.** 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.
 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. [REDACTED]

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 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 [REDACTED], 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

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, 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 2a~~.
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 a 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 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 ~~and~~/ 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.
- 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 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.

1. **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:
 - 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 395110~~
 - 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.