

Packaged with Waiver

ARTICLE ___
MANAGEMENT AND ACADEMIC RIGHTS

TA'd A. 8-25-2009 3:55 PM
MW
The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory and mentoring responsibilities in the academic domain.

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Except as otherwise provided in this agreement, the UAW agrees that the University has the right:

1. to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
2. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
3. to establish or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety,
6. to determine the amount and timing of merit increases;
7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
8. to determine and modify job classifications and job descriptions;
9. to determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
11. to discipline or dismiss Postdoctoral Scholars;
12. to assign work locations and schedules;
13. to recruit appoint, reappoint, not reappoint, Postdoctoral Scholars and assign duties to them;
14. to communicate with and mentor Postdoctoral Scholars in the course of daily activities;
15. to investigate and determine matters of research and/or scholarly misconduct;

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16. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
 17. to determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Postdoctoral Scholars
 18. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members.
- C. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
- D. Nothing in this Agreement has limited the right of the University to consult with any Postdoctoral Scholar or Postdoctoral Scholar organization on any matter outside the scope of representation within the constraints imposed by HEERA.
- E. ~~The University may continue any current policies and practices that do not conflict with the express written provisions of this Agreement. [provided Agreement can be reached on Waiver - Moved to Waiver]~~
- F. **GRIEVANCE/ARBITRATION**
- No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

from UAW to UC
5:38 pm

TA 5:40 pm
April 27, 2009

Day
~~MSO~~
MSO

Dapadie

ARTICLE _____
NON-DISCRIMINATION

A. GENERAL PROVISIONS

TA 5:40 pm
4/27/09

1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any Postdoctoral Scholar on the basis of race, color, religion, marital status, national origin, ancestry, sex, pregnancy, sexual orientation, gender identity, physical or mental disability, medical condition, HIV status, service in the uniformed services, age, citizenship, political affiliation, union activity. For the purposes of this Article only,

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- a. Service in the uniformed services is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994.
- b. "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth.
- c. "Gender identity" means a person's "gender identification" of themselves. Gender is defined in California Penal Code Section 422.56(c). Gender means "sex, and includes a person's gender identity and gender related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth."
- d. Medical condition means either any health impairment related to or associated with a diagnosis of cancer based on competent medical evidence, or genetic characteristics.

B. SEXUAL HARASSMENT

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

- 1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;
- 2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual; or

3. Such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

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

UC → UAW 7-30-2010 9AM

UC Proposal
No Strikes
July 30, 2010

No change from previous proposal

Yes

NO STRIKES

TA'd
11:00 am 7-31-2010
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7/31/10
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During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.

B. Any Postdoctoral Scholar who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.

C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.

1. Such affirmative action shall include but not be limited to sending written notice to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent

D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

E. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article __, Corrective Action, Discipline, and Discharge.

To: UAW 147 pm.

TA 152 pm

June 12, 2009



ARTICLE __
PARKING AND TRANSIT

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

TA'd 6/12/2009 152m



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10-8-2009

Packaged with Leaves of Absence

PERSONAL TIME OFF

A. GENERAL CONDITIONS

- TA'd
10-8-2009
3/4 pm
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1. Eligibility for pay status during time off is determined by the funding agency. Unless the extramural funding agency agreements contain provisions to the contrary, "Postdoctoral Scholars - Fellow" and "Postdoctoral Scholars - Paid Direct" are eligible to take time off in accordance with these provisions.
 2. Postdoctoral Scholars with a 100%, 12-month appointment are eligible to use up to twenty four (24) work days of personal time off with pay at any time within each 12-month appointment period.
 3. ~~Postdoctoral Scholars with a reduced work schedule during their 12-month appointment are eligible to utilize a prorated amount of personal time off.~~
 4. Personal time off not used within the 12-month period is not carried over into a subsequent appointment year. Personal time off not used when the Postdoctoral Scholar's appointment concludes, including when a Postdoctoral Scholar leaves the appointment prior to the established appointment end date, remains with the University.
 5. Use of personal time off is recorded in one-day increments. **Approved absences of less than a day do not require the use of personal time off. For the purposes of this Article, a "day" means a workday. Postdoctoral Scholars on reduced schedule are charged a full day of personal time off when absent for their entire reduced time "day".**

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B. REQUESTING AND USING TIME OFF

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

Packaged with Leaves of Absence

3. If the supervisor requires that the Postdoctoral Scholar's request be made in writing, or if the Postdoctoral Scholar submits the request in writing, the supervisor's response will be made in writing. The supervisor should respond to the request for personal time off as soon as practicable.

TA June 12, 2009
152 pm [Signature]

UC → 48w
4/28/09
11:53 AM

This article is proposed in conjunction with the Progress Assessment & Annual Review Article.

PERSONNEL FILES

A. GENERAL PROVISIONS

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

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

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

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

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

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This article is proposed in conjunction with the Progress Assessment & Annual Review Article.

frequency of such requests and the amount of time the Postdoctoral Scholar is or will be engaged in such activity and the impact on operational requirements.

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

C. GRIEVANCE-RELATED FILES

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

D. DUPLICATION COSTS

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

UC → JAW 7-9-09 11:49 am

UC Proposal #1
Posting
July 9, 2009
Page 1 of 1

POSTING

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

TA'd 7-10-09 9:40 am



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To: UAW 1106
TA June 12, 2009 1527M [Signature]

PROFESSIONAL DEVELOPMENT & CAREER COUNSELING

- A. The University will continue to provide access to professional development and/or career counseling programs available to Postdoctoral Scholars at their campus that were in effect as of the 2009 contract ratification. Postdoctoral Scholars may access relevant professional development and/or career counseling programs available at their campus.
- B. The University will continue to provide the same types of campus The University may provide professional development lectures/workshops specific to the needs of Postdoctoral Scholars that were in effect as of the 2009 contract ratification.
- C. Nothing will preclude the University from enhancing the professional development and/or career counseling programs, or the professional development lectures/workshops provided to Postdoctoral Scholars.

TA'd 6/12/2009 [Signature]

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SEVERABILITY

To UAW
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02.06.2009
3:51 pm

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

TA 02/06/2009 3:51 pm

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409 pm

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6-26-09
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SICK LEAVE

TA's
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MSO

A. GENERAL CONDITIONS

1. Use of Sick Leave is recorded in one-day increments. Approved absences of less than one full day do not require the use of sick leave.
2. For the purposes of this Article, a "day" means a "workday". A workday for Postdoctoral Scholars who are on a reduced schedule equates to the days or the portion of days on which the Postdoctoral Scholar is required to work.

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A. ELIGIBILITY

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

B. POSTDOCTORAL SCHOLARS WITH APPOINTMENTS OF LESS THAN TWELVE MONTHS

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

C. USE OF SICK LEAVE

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

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D. DEFINITION OF FAMILY MEMBER FOR SICK LEAVE

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

TA 5¹⁰ pm
5-27-2009

To UAW, 44
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SUCCESSORSHIP

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

TA 5-27-09 5¹⁰ pm

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To Maw 1106

TA 152pm
June 12, 2009
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TRAINING

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

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5-27-2009

To UAW
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TRAVEL REIMBURSEMENT

A. UNIVERSITY REQUIRED TRAVEL

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

B. DISCRETIONARY TRAVEL

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

TA 5-27-09 5:10 pm

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u² 08-19-2009 mvc → utw

TIME AND EFFORT COMMITMENT

- A. Postdoctoral Scholars are full-time FLSA-exempt professional appointees. Postdoctoral Scholars are appointed with the expectation that they will have a full time involvement in scholarly pursuits, except as provided in §C. below.
- B. The workweek for full-time exempt appointees is normally at least 40 hours, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their professional goals, and on demonstrating their research and creative capabilities, rather than on working a specified number of hours. Required work schedules must be reasonable, and related to the research needs. In recognition of the professional exempt status of Postdoctoral Scholars, assigned work schedules provide the flexibility to meet research goals and to occasionally allow a schedule of less than 40 hours in a week. ~~Nothing will preclude any individual Postdoctoral Scholar from choosing to work more than the required schedule.~~
- C. Postdoctoral Scholars do not receive overtime compensation or compensatory time off.
- D. **EXCEPTIONS TO FULL TIME APPOINTMENTS:**
 - 1. Upon written request of the appointee and concurrence of the supervisor, the University may grant an exception to the full time appointment expectation when the appointee is unable to make a full-time commitment for reasons of health, family responsibilities, or employment external to the University. Such a request must take into account extramural funding agency requirements, if any.
 - 2. When a Postdoctoral Scholar simultaneously holds a University teaching appointment or other University position, the percent time of the Postdoctoral Scholar appointment normally will be reduced so that the sum of the percent times of the two appointments equals one-hundred percent (100%).
 - 3. When the University reduces an appointment as described in §C.1., above, the supervisor and Postdoctoral Scholar shall sign a written agreement specifying the reduction in hours of work and concomitant responsibilities.
 - 4. The full-time work expectation in §A. and B., will be prorated for Postdoctoral Scholars with less than a full-time appointment as provided in §C.

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This article is proposed in conjunction with the Appointments Article.

TITLES AND CLASSIFICATIONS

A. PREAMBLE AND GENERAL PROVISIONS [Moved from Appointments]

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

B. BARGAINING UNIT CLASSIFICATIONS

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

1. **Postdoctoral Scholar - Employee (3252):** An appointment is made in the title "Postdoctoral Scholar - Employee" when
 - a. the agency funding the salary requires or permits the appointee to be an employee of the University, or
 - b. when ever General Funds, Opportunity Funds or other University discretionary funds are used to support the position.
2. **Postdoctoral Scholar - Fellow (3253):** An appointment is made in the title "Postdoctoral Scholar - Fellow" when the Postdoctoral Scholar has been awarded a fellowship or traineeship for postdoctoral study by an extramural agency and the fellowship or traineeship is paid through a University account.
3. **Postdoctoral Scholar - Paid Direct (3254):** An appointment is made in the title "Postdoctoral Scholar - Paid Direct" when the Postdoctoral Scholar has been awarded a fellowship or traineeship for postdoctoral study by an extramural agency and the agency pays the fellowship or traineeship directly to the

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This article is proposed in conjunction with the Appointments Article.

Postdoctoral Scholar, rather than through the University. Such appointments shall have a "without-salary" status.

4. **Postgraduate Researcher - FY (3240), Postgraduate Researcher - AY (3243), Postgraduate Researcher - AY Extramural Funds (3245), and Visiting Postdoctoral Scholar (3370).** The University will retire these titles by January 1, 2010.

C. NEW CLASSIFICATIONS

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

D. OUT-OF-UNIT MOVEMENT

1. In the event the University initiates the movement of a person in a Postdoctoral Scholar title to a University title that is not in the bargaining unit during the Postdoctoral Scholar appointment, the University shall notify the Union in writing.
 - a. If the Union contests the removal of the individual(s) from the bargaining unit within thirty (30) calendar days after receiving the University's notice, the University shall submit the matter to PERB for resolution. **The University will not remove Postdoctoral Scholars from the bargaining unit until UC and the UAW reach agreement, or the matter is resolved by PERB.**
 - b. If the Union does not contest the unit assignment of the Postdoctoral Scholar title(s) within the thirty (30) calendar day notice period, the movement out of the unit may proceed.

This article is proposed in conjunction with the Appointments Article.

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

UNION ACCESS AND RIGHTS

A. USE OF FACILITIES

- TA'd*
10-8-2009
3:25 pm
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1. **Access** - the University has the right to establish and enforce reasonable access rules and regulations at each campus.
 2. **U.S. Mail Delivery** - United States mail on which postage has been paid and which is received by the University bearing the name of the Postdoctoral Scholar and correct specific address will be distributed to the Postdoctoral Scholar in the normal manner.
 3. **Use of Mailboxes** - In locations where Postdoctoral Scholars have mailboxes, the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.
 4. **E-Mail Use** - UAW designated Postdoctoral Scholar representatives may use their University e-mail account in accordance with applicable University policy regarding electronic mail/electronic communications.

B. POSTDOCTORAL SCHOLAR INFORMATION

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

C. PUBLICATION OF THE AGREEMENT

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

D. RELEASE TIME FOR UNION BUSINESS - Postdoctoral Scholar Representatives

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

E. RELEASE TIME FOR BARGAINING

1. The University will release ~~five (5)~~ **six (6)** designated team members from their work assignments without loss of pay to attend scheduled bargaining sessions,

pursuant to the provisions of Article ____, Duration. In addition, the University will provide unpaid release time to for up to ~~five (5)~~ **four (4)** additional Postdoctoral Scholars. The UAW shall not name more than one (1) representative from each campus.

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

F. CAMPUS-WIDE POSTDOCTORAL SCHOLAR ORIENTATION

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

Bundled with Union Access

UNION SECURITY

yes
A. GENERAL CONDITIONS

- TA'd*
10-8-2009
3:19 pm
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1. Notice from the UAW that the Postdoctoral Scholars have ratified the Agreement shall constitute notice to the University that the UAW has implemented the provisions of Section 3583.5(a)(1) of the Government Code providing for fair share service fee collection. [moved from G 1] All Postdoctoral Scholars covered by the terms of this Agreement shall, as a condition of employment, either become and remain members in good standing of the UAW, or pay a fair share fee to the UAW, pursuant to the provisions of HEERA. The initial deduction of dues and fees shall occur within sixty (60) days following the union's notice of ratification. Processing deductions for Postdoctoral Scholars in the Paid Direct title will occur within ninety (90) days of ratification.
 2. A Postdoctoral Scholar decides whether or not to join the UAW, and the University will not discourage Postdoctoral Scholars from becoming members of the UAW. If asked questions about the ~~membership election form~~ **UAW Deduction Authorization Form (Appendix __)** or the Union in general, the University and its agents shall refer the Postdoctoral Scholars to the Union. Pursuant to HEERA, the payment of union dues and agency fees through payroll deduction will continue even if the collective bargaining agreement expires.
 3. The University will deduct from the Postdoctoral Scholar's gross earnings membership dues, assessments and standard initiation fees for members and fair share service fees for non-members in the amount established by the UAW. The University shall, on a monthly basis, deduct such dues or fees from the pay, including supplements, of Postdoctoral Scholars appointed to the Employee title (3252), and/or the stipends paid to Fellow title (3253) in accordance with the provisions of §A.4., below. The University shall remit dues, assessments, fees and fair share service fees to the UAW on a monthly basis.
 - a. In the event a Postdoctoral Scholar is appointed to the Fellow title (3253) and is remunerated with a stipend, the Postdoctoral Scholar shall provide written authorization for the University to deduct the dues/fees from the stipend.
 - b. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Employee title (3252), the dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the Employee (3252) supplement.
 - c. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Fellow title (3253), the dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the Fellow's (3253) stipend.
 4. The University shall provide Postdoctoral Scholars with necessary release time in order to meet with a union representative to arrange the method of payment for any remaining dues/fees, **or to address other dues/fees concerns.**
 5. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and they do not receive a supplement in the 3252 title and/or a stipend in the 3253

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title sufficient to cover the dues/fees, the University shall deduct the maximum possible amount from the stipend and/or University supplement, if any, and remit the amount of the deduction to the Union.

B. DUES AND FEES

1. **Union Dues** - The Union will verify the Postdoctoral Scholars who have elected to become members of the UAW following completion of a Union membership form by providing the information specified in §H. below, to the campus payroll/Labor Relations office. The University will deduct the amount of membership dues, assessments and standard initiation fees required by the UAW from the earnings of such Postdoctoral Scholars as set forth in §A. A Postdoctoral Scholar may at any time cancel authorization for payroll dues deduction by presenting a written request for termination and cancellation to the Union. The Union will provide the termination information to the University via the process outlined in §H. of this Article.
 - a. ~~The University shall not be responsible for those portions of deductions that the Postdoctoral Scholar's net earnings are insufficient to cover in any pay period. [moved to §E. - Correction of Errors]~~
2. **Fair Share Service Fees** - Postdoctoral Scholars who do not pay union dues shall pay fair share service fees in the amount established by the UAW as a condition of employment. The University will deduct the amount of the fair share service fee from the earnings of the Postdoctoral Scholar as set forth in §A..
3. **Conscientious Objectors** - The University and Union designate the following charities as provided for by Section 3584(a) of the Government Code:
 - a. American Cancer Society
 - b. Habitat for Humanity
 - c. Oxfam
4. **Changes to dues/fees amounts** - Once per year the UAW shall notify the University of changes to amount of the deductions for fair share fees that the UAW requires to be paid by Postdoctoral Scholars. The University shall make changes to the amount(s) it deducts within 45 days following receipt of the Union's notice.
5. **Authorizing collection of dues and fees** - *During the campus/department Postdoctoral Scholar new hire / appointment processing session during which Postdoctoral Scholars are expected to complete various employment-oriented forms, each newly-employed Postdoctoral Scholar will receive a UAW Deduction Authorization Form (Appendix ___) that enables the Postdoctoral Scholar to*
 - a. *identify if s/he wants to become a member of the UAW, and*
 - b. *authorize the University to deduct dues/fees from the Postdoctoral Scholar's paycheck/stipend.*

The Postdoctoral Scholar shall complete this form during the new-hire processing session and return it to the University representative overseeing the session with all other forms in the packet. The UAW shall retrieve the

forms from the office designated by each campus at which the forms shall be made available for UAW retrieval.

C. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

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

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

D. INDEMNIFICATION

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

E. CORRECTION OF ERRORS

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

F. FEES FOR PROVIDING PAYROLL DEDUCTIONS

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

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University shall deduct such charges from the dues/agency fee service amounts it remits to the UAW.

G. PROCESS FOR TRANSMITTING DUES AND FEES

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

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

1. The Union will only provide a list of employee records for Postdoctoral Scholars for whom the UAW requests a change.
2. The information shall include:
 - a. Campus
 - b. Postdoctoral Scholar ID
 - c. Title Code
 - d. Employee's current union membership status; i.e., dues or agency fair share service fee payer.
 - e. Last four (4) digits of the Postdoctoral Scholar's Social Security number
 - f. Union initiation fee (for dues paying members)
 - g. Union-charged dues/fees affiliation, i.e., "D" or "F"
 - h. GTN code assigned to the deduction
 - i. Union current VCAP amount
 - j. Union VCAP new or changed amount.

11:27 am

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7/30/2009

UC → UAW

UC Proposal #2
University Facilities and Services
July 30, 2009
Page 1 of 1

UNIVERSITY FACILITIES AND SERVICES

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

T. A. 7-30-2009

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WAIVER

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

TA'd 8-25-2009 3:55 pm

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WORK AUTHORIZATION

- ~~A. The provisions of this Article apply to Postdoctoral Scholars to whom the University has made a written offer of employment, who have accepted such offer in writing, who have satisfied work eligibility requirements for U.S. citizens and non-citizens, and who have complied with all requirements and timelines including work authorization processing requirements stipulated in the offer letter or subsequent formal communications between the University and the incoming Postdoctoral Scholar.~~

The provisions of this Article apply to Postdoctoral Scholars to whom the University has made a written offer of employment, who have accepted such offer in writing, and who have complied with all requirements stipulated in that formal offer letter and any subsequent formal communications between the University and the incoming Postdoctoral Scholar. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, and the timely submission of all documents required by the University to process a request for work authorization

- B. The University will ensure that the Postdoctoral Scholar does not suffer a loss in pay due to the University's failure to process work authorization paperwork if the University;

1. fails to send necessary paperwork to the appropriate external agencies according to the University's timelines, and
2. there is a resulting delay in the effective date of the Postdoctoral Scholar's start date.

- C. The University and the UAW understand and agree that:

1. the University shall not be held responsible for any actions, failures, errors, or decisions of the external agencies, and
2. the University shall not be held responsible if the applicant is ineligible for work authorization, or if the applicant makes submission or omission errors; and
3. informal communications between a UC faculty member and a potential Postdoctoral Scholar do not constitute a formal appointment offer.
4. The provisions of this §C.3.a. do not apply if the delay is the result of an emergency situation (e.g, an earthquake or flood).

TA'd 08-26-2009 3:04 pm


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WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

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

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

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

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

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

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

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

D. SUPPLEMENTAL SICK LEAVE, ~~INCIDENTAL TIME OFF, AND VACATION AND PERSONAL TIME OFF~~

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

E. EFFECT ON PAY STATUS

1. **Supplemental Leave** - A Postdoctoral Scholar who is receiving temporary disability payments and supplemental sick leave, ~~incidental time off, or accrued vacation~~ **or personal time off** as described in Section D. above is considered on regular pay status for purposes of application of provisions of this Agreement. ~~Vacation accrued during this period may be used as soon as it accrues.~~
2. ~~**Leave Without Pay** - A Postdoctoral Scholar employee on leave without pay and receiving temporary disability payments accrues vacation on the same basis as if regularly employed, but such accrual is credited to the Postdoctoral Scholar only upon return to work. If a Postdoctoral Scholar separates without returning to work, no payment shall be made for such vacation credit.~~

F. SEPARATION

A Postdoctoral Scholar shall not use vacation, ~~incidental time off,~~ **personal time off** or sick leave, to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. ~~Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.~~

G. LIGHT DUTY

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

From Mtw 1054
JA 1527m 6-12-2009
gcy

ARTICLE _
WORKSPACE AND MATERIALS

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

TAD 6/12/2009 1527m

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mm UC-UAW 7-30-2010 9^{am}




DURATION

Sept 30.

TA'd
7-31-2010

GENERAL PROVISIONS

The terms and conditions of this agreement shall remain in full force and effect commencing _____, 2010 and shall terminate at 11:59 p.m. on ~~Sept 30~~ 2015, unless the University and the UAW mutually and in writing agree to extend any or all of the terms and conditions of this Agreement during this term.



B. NEGOTIATION OF A SUCCESSOR AGREEMENT

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1. The UAW shall no later than ~~September~~ ^{May} 1, 2015, serve upon the Office of Labor Relations of the University written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the UAW's written initial proposals regarding a successor Agreement.
2. The University shall, no later than ~~September~~ ^{May} 15, 2015 following receipt of the UAW's timely notice of its intent to negotiate a successor Agreement including the UAW's initial proposals, present its written initial proposals regarding a successor Agreement to the Association.
3. Negotiations shall commence on or about thirty (30) calendar days following the University's submission of its initial proposals, unless the parties agree otherwise in writing prior to the effective dates specified above.
4. Timely notice of intent to negotiate, as provided in §B.1. and §B.2., above, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.
5. Neither party shall have an obligation or requirement to negotiate on any provision of any Article not timely designated.
6. During the period of negotiations on Articles properly designated for amendment the terms and conditions of the agreement shall remain in full force and effect.
7. In the event that neither the UAW nor the University accomplishes timely notice of intent to reopen, the terms and conditions of the Agreement shall remain in full force and effect.
8. The provision of "written initial proposals" shall mean that each party shall identify the specific components that it intends to negotiate and the specific goals it intends to achieve. While neither party is required to draft actual contract language, the "written initial proposals" must include specifics about each contract provision each party intends to change and/or newly include.

NOTICE TO CURRENT POSTDOCTORAL SCHOLARS ^{FELLOWS WITH FULL-OR} PART-TIME APP

~~325~~

IN 3253

Dear Postdoctoral Scholar:

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

Since all Postdoctoral Scholars receive the benefits of the Union contract, you must, under California Law, choose either to become a member of the Union and pay membership dues (currently 1.15% of gross pay) or to pay fair share fees (currently 0.94% of gross pay) as a non-member.

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


A copy of the collective bargaining agreement may be found at _____. Please contact the union for information about the union and membership at _____.

Sincerely,

UC Representative



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APPENDIX B

ENUMERATION OF UNIVERSITY BENEFITS

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

TA'd
1:10pm 7-31-2010

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HEALTH BENEFITS

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

B. UC RETIREMENT-SAVINGS PROGRAM

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

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

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

D. DISABILITY INSURANCE

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

E. BUSINESS TRAVEL ACCIDENT INSURANCE

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

F. OTHER BENEFITS

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

Appendix C: University Facilities and Services

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

PARTICIPATION IN ALL WELLNESS RELATED LECTURES AND ACTIVITIES

CURRENT PRACTICE

.OC

BK Same access as academic and staff employees.
COMMENT: Campus offers multiple lectures, fitness, and health screening programs. Where there is a fee, postdocs like other employees required to pay fee.

DV Same access as academic and staff employees.
COMMENT:

IR Same access as academic and staff employees.
COMMENT:

LA Same as faculty http://www.wellness.ucla.edu/facwell_employee_HRA.htm
COMMENT:

MR Same access as academic and staff employees.
COMMENT: Most programs are free.

RV Same access as academic and staff employees.
COMMENT: There are some programs offered by the Rec Center that requires membership to access; students have broader access since they pay fees.

SD Same access as campus community on a first come, first served basis.
COMMENT: Wellness programs offered through campus recreation department requires fee for nonstudents.

SF Same access as campus community.
COMMENT:

SB Same access as other non-represented, non-Senate academics.
COMMENT: There are a variety of wellness-related activities available to the campus community, some of which are offered free of charge on first-come, first-served basis.

SC Same access as academic and staff employees.
COMMENT:

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

CURRENT PRACTICE

LOC

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

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO CAMPUS DINING FACILITIES/MEAL PLANS

CURRENT PRACTICE

LOC

BK Same access as academic and staff employees.

COMMENT: There are various facilities such as faculty clubs, dining halls and campus eateries where fee for service is had.

DV Same access as academic and staff employees.

COMMENT:

IR Same access as academic and staff employees.

COMMENT: There is a fee for service for food in dining halls and University Club.

LA Same access as academic and staff employees.

COMMENT: At the faculty center, they must pay monthly dues. For a postdoctoral scholar below the level of Associate Professor, they are entitled to six months free dues. See <http://facultycenter.ucdavis.edu/membership.htm>. Also able to purchase a non-resident campus meal plan.

MIR Same access as academic and staff employees.

COMMENT: UCM does not have meal plans for faculty and staff.

RV Same access as academic and staff employees.

COMMENT: There is fee for service for food in the dining halls and to join the Faculty Club.

SD Same access as academic and staff employees.

COMMENT: All have access to dining facilities and can set up their ID card as a campus debit card to use at dining facilities, independent restaurants and other services.

SF Same access as academic and staff employees.

COMMENT:

SB Same access as academic and staff employees.

COMMENT: Postdocs have same access to student residential hall dining facilities as all other UCSB faculty and staff with the exception of staff in Housing and Residential Services who have alternate privileges at the dining commons. Other campus dining facilities are available to postdocs under the same terms and conditions as other campus staff and/or the public.

SC Same access as academic and staff employees.

COMMENT:

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO SPORTS/RECREATION FACILITIES AND THE SERVICES THEY PROVIDE

LOC	CURRENT PRACTICE
BK	Same access as academic and staff employees. COMMENT:
DV	Same access as academic and staff employees. COMMENT:
IR	Same access as academic and staff employees. COMMENT: There is a fee for Anteater Rec Center. Student fee is less than employees since Center supported by student fees.
LA	Same access as academic and staff employees. COMMENT: Access at the Faculty/Staff Rate to all fitness centers http://www.recreation.ucla.edu/insidepage.aspx?uid=27a1dd4a-8ac1-4d2b-9fbb-ab0d2fd2b4b
MR	Same access as academic and staff employees. COMMENT:
RV	Same access as academic and staff employees. COMMENT: Students have access to the Rec Center as a component of registration fees.
SD	Same access as academic and staff employees. COMMENT: Postdocs are eligible to purchase rec cards that give access to rec facilities, services, and activities similar to faculty and staff.
SF	Same access as academic and staff employees. COMMENT:
SB	Same access as other non-represented, non-Senate academics. COMMENT:
SC	Same access as academic and staff employees. COMMENT:

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO COMPUTER/INFORMATION FACILITIES

CURRENT PRACTICE

LOC

BK Same access as academic and staff employees.
COMMENT:

DV Same access as academic and staff employees.
COMMENT: Access and availability to computer and information facilities can vary widely depending on division, department or research unit. Postdocs are eligible for campus email account, Kerberos Id, and access to public computers.

IR Same access as academic and staff employees.
COMMENT:

LA Same access as academic and staff employees.
COMMENT: Some computer labs are specialized or for undergraduate student use.

MR Same access as academic and staff employees.
COMMENT:

RV Same access as academic and staff employees.
COMMENT: There may be fee for some services.

SD Same access as academic and staff employees.
COMMENT: Postdocs are eligible for campus email account, single signon ID, and access to public computers in the Price Center and other locations.

SF Same access as academic and staff employees.
COMMENT:

SB Same access as academic and staff employees.
COMMENT: Access and availability to computer and information facilities varies widely, depending on division, department, or research unit.

SC For student instruction only.
COMMENT:

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO PRINTING FACILITIES

CURRENT PRACTICE

.OC

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

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO AND DISCOUNTED RATES TO CAMPUS EVENTS

CURRENT PRACTICE

.OC

BK Same access as academic and staff employees.

COMMENT: All employees receive the same discount for sporting events and performances (such as plays, orchestra, etc.).

DV Same access as academic and staff employees.

COMMENT:

IR Same access as academic and staff employees.

COMMENT: Students have free access to sporting events. Most theatre are discounted; productions and concerts are not.

LA Same access as academic and staff employees.

COMMENT:

MR Same access as academic and staff employees.

COMMENT: All UCM employees receive same discount.

RV Same access as academic and staff employees.

COMMENT: Students have free access to sporting events.

SD Same access as academic and staff employees.

COMMENT: Postdocs are eligible for discounts at the Box office. UCSD ID card required.

SF Same access as academic and staff employees.

COMMENT:

SB Same access as non-represented, non-Senate academics.

COMMENT: To the extent a campus event offers discounted rates to all university employees, postdocs would be included.

SC Same access as academic and staff employees.

COMMENT:

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO CAMPUS MUSEUMS

LOC CURRENT PRACTICE

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

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO CAMPUS HOUSING

1 CURRENT PRACTICE

Limited Access.

COMMENT: Postdocs get access to Family Housing only in this order: students, postdocs, visiting scholars.

Limited Access as non-Senate academic employees.

COMMENT:

Limited Access.

COMMENT: Access to faculty and staff housing only (University Hills); when apartments become available the faculty waitlist is given first priority, the non-Senate academic waitlist (which includes postdocs) is second priority, then third priority is given to staff employees.

Limited Access.

COMMENT: Postdoctoral Scholars receive 100 space allotment, Master Housing Plan, in particular see pages 16, 19, and 23. <http://www.housing.ucla.edu/SHMP/SHMP-2017-3.pdf>

Limited Access

COMMENT: We do not have on campus housing for faculty or staff, only for students.

Limited Access.

COMMENT: Only student have access to campus housing except for a few family housing slots made available to postdocs.

Limited Access.

COMMENT: Postdocs are eligible to get on the waiting list for La Jolla Del Sol complex. Selection is based on date of registration.

Limited Access.

COMMENT: Postdocs' access is equivalent to students; better than non-Senate academics.

Limited Access.

COMMENT: Postdocs generally have access to campus housing facilities on the same terms and conditions as other non-represented, non-Senate academics.

Limited Access.

COMMENT: Rentals on the same basis as other academic and staff employees; ineligible for housing purchase.

UNIVERSITY FACILITIES AND SERVICES

JULY 24, 2009

ACCESS TO CAMPUS CHILDCARE

7/30/2009
.OC

CURRENT PRACTICE

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

ACCESS TO VISA SERVICES

LOC

CURRENT PRACTICE

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

Joint Health Care Committee

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

- 1156
UC → UAW 7-30-2010
- TA'd
11:00am
7-31-2010
XC
MSO
NSH
M2W
KJ
GJ
- A. Purpose: The primary purpose of the JHCC is to review the Postdoctoral Scholar's Health, Dental and Vision Plans and to make recommendations for improvements or changes.
 - B. Composition: Each party shall select 2 members to serve on the JHCC. With mutual agreement, the parties may have additional representatives on the JHCC.
 - C. Meetings: The JHCC shall meet at least quarterly, or more frequently if needed, commencing in January or February, 2011.
 - D. JHCC Activities will include:
 1. Review current procedures utilized by University in its annual renewal process for the Postdoctoral Scholars Health, Dental and Vision Plans;
 2. Review reports of complaints or programs issues from the prior calendar year and recommend methods of and means to resolve them;
 3. Discuss goals and trends for renewal for the upcoming plan year;
 4. Discuss and recommend agreed upon improvements as needed;
 5. Provide agreed upon reports of the JHCC meetings for Union and University Leadership on an agreed upon schedule; and
 6. Other agreed upon activities.
 - E. Additionally, the JHCC may:
 1. Review and discuss Requests for Renewals during April and May;
 2. Jointly meet with University consultants during April and May;
 3. Jointly provide recommendations to University consultants during April and May; and

4. Review recommendations for program renewals during June and July.

~~F. Bargaining Obligation: During July and August, the parties shall bargain the Postdoctoral Scholar's Health, Dental and Vision Plan changes.~~

G. Open Enrollment: Open Enrollment for Postdoctoral Scholars shall be held in November.

H. Sharing of Information:

The UAW and the University agree that they will each provide each other relevant and necessary information related to ~~bargaining benefits~~ **the University's decisions about benefits offerings and costs. The University will share information with the UAW to allow the UAW the opportunity to ensure the proper calculation of premiums and the application of relevant health care regulations.** Both parties understand and agree that some of this material contains information that is not available to the public and therefore the parties agree to enter into appropriate confidentiality agreements covering this information. With regard to proprietary information, the parties agree that each will contact the third party whose information it is and ask that, subject to a confidentiality agreement, the proprietary information be shared with the UAW or the University. Both the UAW and the University retain the right to refuse to provide certain relevant and necessary information based on defenses available under HEERA.

Among the information the parties agree to share is:

- Cost for Plan Design Changes including aggregate increased cost to the University
- Goals/Trends information
- Utilization reports will include the following information, when and if available from each of the health plan carriers:

- Demographics including geographic distribution, average membership for Postdoctoral Scholars and eligible family members;
- Utilization data for each of the Postdoctoral Scholar health plans;
- Pharmacy utilization data for each of the Postdoctoral Scholar health plans;
- High claims information for each of the Postdoctoral Scholar health plans;

All information will be provided in aggregate numbers.

For the University:

Gayle Saxton

For the UAW:

Mike Miller