

THE DOWNLOAD:

Your Rights as a UC POSTDOC



UAW 5810 is the union of over 6,000 postdocs at UC.

Through the union, postdocs bargain collectively with UC to improve our pay, benefits, rights, and terms and conditions of employment. The results of the bargaining are spelled out in a collective bargaining agreement (“contract”), which is summarized below.

Compensation and Benefits

Salary/Stipend: The contract makes UC postdoc compensation among the best in the US. All postdocs hired since June 1, 2011, must receive a salary that at least matches the NIH/NRSA salary scale based on years of postdoc experience. Any postdocs hired before June 1, 2011 must receive at least a 3% increase upon reappointment or anniversary. The NIH/NRSA salary scale has increased 4% across-the-board since the contract took effect in August 2010. Any postdocs making above the minimum salary for their NIH/NRSA experience step will receive at least a 2% increase upon reappointment or anniversary.

Health Insurance: The contract stabilizes benefits and costs for health insurance through 2015. The contract establishes a health care committee made up of UC administrators and postdoc union leaders to explore ways to improve benefits and reduce costs for postdoc health insurance in future years.

Holidays: The contract provides that postdocs are usually not required to work on the 13 university holidays. If UC requires a postdoc to work on a

holiday, an alternate day off will be given for each holiday worked.

Leaves of Absence: The contract guarantees the length of time and the level of compensation and benefits postdocs can receive when taking time off for reasons such as giving birth, bonding with a newborn child, or taking care of a family member.

Personal Time Off: The contract guarantees that postdocs can take 24 work days as personal time off with pay each appointment year. All 24 days are available for use on the first day of appointment and must be used within the appointment year. Personal time off can also be used for various forms of leave such as childbearing, parental, etc.

Professional Development: The contract ensures postdocs access to the basic career counseling programs and professional development lectures/workshops available at their campus.

Sick Leave: The contract guarantees postdocs up to 12 days of sick leave per 12-month appointment period, all of which are available on the first day of appointment and carry over to future years if unused. Approved absences of less than a full day (e.g., for a doctor’s appointment) do not require use of a sick leave day. Sick days can also be used for other types of leave (e.g., childbearing, family illness).

Work-Incurred Injury or Illness: The contract provides that postdocs can use sick leave or personal time off when they cannot work due to



This document is only a contract summary. You can find the contract by scanning the QR code with your SmartPhone or by going to: www.uaw5810.org. You can contact the union by calling 510-845-5726 or emailing uaw5810@uaw5810.org.

a work-incurred injury or illness compensable under the California Workers' Compensation Act. Postdocs may use sick leave and personal time off to supplement temporary disability payments received under the Workers' Compensation Act, to proportionally supplement their salary to 100% pay.

Rights and Protections

Appointments: The contract states that postdocs are guaranteed minimum one-year appointments and access to information about their rights under the contract. With the concurrence of the postdoc, appointments may be made for less than one year if certain conditions apply (e.g., if funding/continuation of the project is for less than one year, visa limitations exist, or if scheduling for another anticipated appointment conflicts).

Layoffs: The contract protects postdocs from arbitrary layoffs and from the harmful effects of unavoidable layoffs. Postdocs may only be laid off under certain conditions (e.g., if the university can demonstrate there is a lack of appropriate funding for the postdoc's appointment). The contract also stipulates the timelines for notification of a layoff as well as the amount of salary and support a postdoc must receive when being laid off.

Grievances and Arbitration: The contract provides a fair and effective procedure for resolving postdocs' workplace problems. While the contract encourages informal resolution of grievances, it includes the right to take an unresolved grievance to a neutral third party arbitrator so that the university cannot unilaterally determine the outcome.

Discipline and Dismissal: The contract states that postdocs may not be fired or disciplined arbitrarily and without "just cause." UC must establish a compelling justification for a postdoc to be fired or disciplined.

Individual Development Plans (IDP) and Progress Assessments: The contract ensures that if a postdoc chooses to develop and implement an IDP, the supervisor must review and discuss the

IDP with the postdoc. Postdocs will also receive at least one written progress assessment each year, and have the right to receive, in writing, the expectations that will be the basis of these assessments.

Non-Discrimination: The contract guarantees that postdocs have strong protections against and remedies for instances of discrimination and sexual harassment by addressing these situations through the grievance and arbitration procedure, rather than through the UC's internal procedures and the courts.

Time and Effort Commitment: The contract states that the university may not impose arbitrary and unreasonable workload expectations on postdocs. While recognizing that postdocs are salaried employees who will normally work at least 40 hours per week, the contract stipulates that work schedules must be reasonable and related to research needs rather than, for example, an arbitrary requirement to work a certain number of days each week or hours each day.

Working Conditions

Health and Safety: The contract protects postdocs from working in unsafe or hazardous conditions. Postdocs have the right to relevant health and safety training, to refuse a hazardous assignment until it has been remedied or determined to be safe, to access safe operating procedures and legally-required safety records for chemicals, substances and equipment and to use protective clothing and equipment necessary for each assigned duty.

Work Authorization: The contract ensures that postdocs will not suffer a loss in pay if UC fails to send necessary paperwork to external agencies according to UC's timelines, resulting in a delay in the start date of the postdoc's job.

Workspace and Materials: The contract guarantees postdocs access to facilities, equipment and materials necessary to carry out assigned duties.