

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 5810 (“UAW” or “Union”) and The Regents of The University of California (“University”) (collectively referred to as the “parties”).

RECITALS

The Union filed multiple grievances which were consolidated for mediation before Arbitrator Paul Roose. A list of those grievances is attached as Exhibit A (hereinafter “Compensation Grievances”). In these grievances, the Union alleges that certain members of the bargaining unit were not paid correctly consistent with Article 4 due to errors, and were not paid correctly consistent with Article 4 due to misapplication of Article 4 Section C to those off cycle from their original hire date. The Union also alleges that dues/fees were not properly deducted from certain paychecks, and that accurate information was not provided to the Union regarding appointment percentage for those in the unit. The University denies any violation of the Memorandum of Understanding, and asserts that all payroll errors identified in the Compensation Grievances have been corrected and that all postdocs have been made whole for those errors. In order to settle fully and finally all differences that may exist between them with respect to these grievances, the parties have agreed to settle this dispute on the terms and conditions outlined in this Agreement.

The UAW, in return for consideration described below, releases and hereby discharges the University from any and all claims set forth in all of the grievances described in Exhibit A, except as specifically excluded in paragraphs 6 and 8 below.

NOW, THEREFORE, in consideration of the mutual promises herein, the Union and the University agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to resolve the pending disputes arising under Article 4 (Compensation, Article 29 (Union access and rights) and Article 30 (Union security), collectively known as the “Compensation Grievances.”

2. **MONETARY CONSIDERATION:** Attached to this Agreement as Exhibit B is a list of amounts to be paid to individual postdoctoral scholars pursuant to the terms of this Agreement. No additional sums, beyond what is listed, will be sought for the individuals on Exhibit B for the period through the effective date of this Agreement. For cases involving anniversary date issues (see column AU), the University agrees to pay the amounts set forth in column AR to the corresponding individuals listed in Exhibit B within 40 days of the effective date of this Agreement. Proof of such payments will be provided to the Union simultaneously with payment.

For those unresolved matters in Exhibit B other than anniversary date issues (9 matters see column AU – non anniversary), the parties will seek to resolve those matters within 30 days from the effective date of this Agreement, and provide relevant information with all due diligence. If these are resolved in 30 days, they will be closed. If they are not resolved within 30 days, the parties will take those matters to mediation within 60 days of the effective date of this Agreement.

3. The parties agree commencing with the effective date of this Agreement that if a postdoctoral scholar has a title code change or reappointment before the date the postdoctoral scholar would be eligible to receive his or her next salary increase under Article 4.C., the following apply: -
 - a. If the new salary upon the title code change or reappointment is equal to or exceeds the greater of the postdoctoral scholar's salary at the next experience level or a 2% raise on the previous salary (as provided in Article 4.C.2), the postdoctoral scholar will be eligible for a salary increase 12 months after the title code change or reappointment date.
 - b. If the new salary upon the title code change or reappointment is less than the greater of the postdoctoral scholar's salary at the next experience level or a 2% raise on the previous salary (as provided in Article 4.C.2), the postdoctoral scholar will be eligible for a salary increase pursuant to Article 4.C. on the date that is 12 months, or a multiple of 12 months, after the postdoctoral scholar's hire date.
4. The University commits to make all changes necessary to ensure dues and fees are taken from postdoctoral scholar paychecks. Within 40 days of the effective date of this Agreement, the University will make a one-time payment of \$1000.00 to the Union for dues and fees claimed in the Compensation Grievances.
5. Pursuant to Article 29, the University will provide information to the Union of all postdoctoral scholars who have a reduced appointment percentage in the PX Unit. If

an adjusted appointment percentage does not appear on the roster, the University will provide the postdoc's reduced appointment percentage and the reason for the reduction in another format at least once per calendar year quarter. Quarterly reporting will take place on a trial basis for one year from the effective date of this Agreement, and the parties will re-evaluate this trial program at the six-month meeting required by paragraph 9 and again at the end of the one-year period. To the extent certain campuses are currently listing appointment percentage on the monthly FTP roster they will continue to do so. The Union also reserves the right to request information as to any individual postdoctoral scholar's percentage appointment at any time. The Union agrees not to file a grievance during the one year trial period over the failure of the University to list appointment percentage on the monthly FTP roster at campuses that currently do not so provide.

6. The parties agree that when a principal investigator moves a laboratory from one campus to another campus, any postdoctoral scholar who moves with the laboratory will be considered to have continuous employment for purposes of calculation of compensation under Article 4. The parties are in disagreement as to the impact of moving from a laboratory under the supervision of a principal investigator on one campus to a laboratory on another campus under the supervision of a different principal investigator for purposes of calculation of compensation under Article 4. With respect to this disagreement, the parties reserve the right to address this matter in a future grievance if the facts so demand and this Agreement will not constitute a waiver of either party's position.

7. In the event the University asserts its rights under Article 4.A.2, the University will give the Union timely notice and sufficient information to support its position.
8. This Agreement does not resolve the issue of whether a postdoctoral scholar with six (6) years of experience should receive a 2 percent increase on their anniversary date or pursuant to paragraph 3. above. The Union considers the Compensation Grievance over this issue on behalf of the postdoctoral scholar identified in row 84 of Exhibit B to be resolved on a non-precedential basis.
9. The parties agree to meet again within six (6) months of this agreement to ensure the above terms are in effect and properly implemented. If there is a dispute as to the proper implementation of this Agreement, the parties agree to submit the dispute over compliance with this Agreement directly to Arbitrator Paul Roose for resolution.
10. **RELEASE OF ALL CLAIMS (“RELEASED CLAIMS”)**: The Union hereby forever releases and discharges the University and its Regents, agents, successors, assigns, affiliates, attorneys, employees, and all other representatives (hereafter collectively referred to as “University Releasees”), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys’ fees and costs), liabilities and demands of whatsoever kind and character that the Union may now or hereafter have against the University arising out of the Compensation Grievances.
11. **CIVIL CODE SECTION 1542 RIGHTS WAIVED**: The parties to this Agreement understand and expressly agrees that the release set forth in this Agreement extends to

all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to the Compensation Grievances, and that any and all rights granted under Section 1542 of the California Civil Code with respect to claims explicitly set forth in the Compensation Grievances, are hereby expressly waived.

Section 1542 of the California Civil Code reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

12. **ENTIRE AGREEMENT:** The parties declare and represent that no promise, inducement or agreement not discussed in this document has been made between the parties and that this document contains the entire expression of agreement between the parties on the subjects addressed herein.
13. **COUNTERPARTS:** This Agreement may be executed in counterparts. A copy of the Agreement is as admissible as the original in any subsequent proceeding.
14. **MODIFICATIONS IN WRITING ONLY:** This document may not be modified except by written amendment, characterized as such, and signed by the parties.
15. **CALIFORNIA LAW:** This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law.

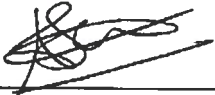
16. **BINDING EFFECT:** This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party, and inure to the benefit of each party, its heirs, successors, and assigns.

17. **INTERPRETATION, CONSTRUCTION:** The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement. This Agreement has been drafted by legal counsel representing the University, but the Union has fully participated in the negotiation of its terms. The parties acknowledge that they had an opportunity to review and discuss each term of this Agreement with legal counsel or a representative of their choosing. Therefore, in interpreting this Agreement, the usual rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed.

18. **SEVERABILITY:** Should it be determined by a court that any term of this Agreement is unenforceable, or should any term of this Agreement be contrary to state or federal law or regulation, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms. _____

19. **EFFECTIVE DATE:** This Agreement becomes effective February 1, 2017.

For The UAW:



Anke Schennink, President

Dated: 2/7/17

For The University



Nadine Fishel, Associate Director

Dated: 2-7-17