

THE DOWNLOAD:

YOUR RIGHTS as a **POSTDOC** at **LBL**



UAW 5810 is the union of over 6,500 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 the highest of any public university in the US, and has resulted in raises as high as 12.5% for LBL Postdocs. All Postdocs must be paid at least two steps higher on the NIH NRSA scale than their NIH experience level (“NIH Plus 2 Steps”). Any LBL Postdoc making above the minimum salary for their field and experience level will receive at least a 2% increase each October 1. Divisions, individual PIs, etc. may offer wage increases in addition to the increases described above.

Health Insurance: The contract guarantees health benefits for all LBL Postdocs (including affiliates) and stabilizes costs for through 2020. 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 LBL Postdocs are usually not required to work on 11 scheduled holidays and one administrative holiday. If a Postdoc is required to work on a holiday, an alternate day off will be given for each holiday worked.

Leaves of Absence and Parental Leave: 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. This includes 4 weeks of fully paid parental leave that can be used within 1 year of birth or adoption.

Personal Time Off: The contract guarantees LBL Postdocs 24 days of Personal Time Off with pay, available October 1 of each year (or a prorated amount if appointed before that date). Personal Time Off must be used within the appointment year, and can also be used for various forms of leave such as childbearing, parental, etc.

Professional Development: LBL shall provide Lab Postdoctoral Scholars with access to the programs and opportunities for professional development on the same basis as UC Postdoctoral Scholars on any UC campus. All LBL Postdocs have the right to participate in career development activities on paid time, create an Individual Development Plan with their PI, and receive annual performance reviews.

Sick Leave: The contract guarantees LBL Postdocs 12 days of sick leave available on October 1 of each year (or a prorated amount if appointed before that date) that carries 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 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 initial appointments and minimum two-year reappointments. Postdoctoral Scholar Fellows and Paid Directs will receive appointment lengths to match the length of their fellowship funding. Reappointments may be made for less than two years only under certain conditions.

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.

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Note: This is only a summary. Please refer to the actual contract (<http://uaw5810.org/know-your-rights/contract>) for detailed information.