

THE DOWNLOAD:

YOUR RIGHTS as a POSTDOC at UC



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: Since the contract took effect in August 2010, UC Postdoc compensation is highest of any public university in the US, and the average salary has increased by more than 25%. 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 Postdoc making above the minimum salary for their experience level receives at least a 2% increase upon reappointment or anniversary.

Health Insurance: The contract guarantees benefits and stabilizes costs for health insurance through 2020. It also establishes a health care committee made up of Postdoc Union leaders and UC administrators to explore ways to improve benefits and reduce costs for Postdoc health insurance in future years.

Holidays: 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 and Parental Leave: The contract guarantees the length of time and the salary and benefits Postdocs 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: Postdocs can take 24 work days as Personal Time Off (PTO) with pay each appointment year. All 24 days are immediately available for

use and must be used within the appointment year. PTO can also be used for various forms of leave such as childbearing, parental, medical, etc.

Professional Development: All 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. UC is obligated to fund career activities (such as travel to conferences) outlined in an IDP. Career development resources need to be available and continually improved.

Sick Leave: The contract guarantees Postdocs up to 12 days of sick leave per 12-month appointment period, all of which are immediately available 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: 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: Postdocs are guaranteed minimum one-year initial appointments and minimum

two-year reappointments. Postdoctoral Scholar Fellows and Paid Directs 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: Postdocs may not be fired or disciplined arbitrarily and without "just cause." UC must establish a compelling justification for a Postdoc to be terminated 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 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: 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.

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