

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 "the Union") and The Regents of The University of California ("University") (collectively referred to as "the Parties").

1. **PRIOR SETTLEMENT AGREEMENT:** On or about February 4, 2014, the UAW and University reached a settlement ("Prior Agreement") regarding grievances filed on September 13 and 14, 2012 at the respective University campuses, including Grievances UCB: PX-01-004-12 and UCD: 13PX0382 regarding the application of Article 29 F to Paid Directs who do not have any fees or dues reflected on the monthly remittance provided pursuant to Article 29 G 2.
2. **CURRENT GRIEVANCE:** On or about November 18, 2014, UAW filed grievance number OR-PX-0649-14, a true and correct copy of that grievance is attached hereto, alleging violation of Sections A, B, and G of Article 29, Union Security, and Article 28, Section B, Union Access and Rights - Postdoctoral Scholar Information, "and all others that may apply" of the collective bargaining agreement (CBA).
3. **NULLIFICATION OF PRIOR AGREEMENT:** In order to resolve grievance number OR-PX-0649-14, the parties agree to nullify the Prior Agreement, which was effective January 1, 2014. The University will also be adding back into the union deduction process and reporting title code 3254 Postdoctoral Scholar Paid Directs. The 7 cents administrative fee will be applicable to cover reporting and calculation of union payroll deductions that is also relevant to all title codes in the PX Unit. This means that the 7 cents administrative fee will be charged for all Postdoctoral Scholar Paid Directs, even those without any supplement. Attached hereto is a sample of the deduction roster prior the implementation of the Prior Agreement, with the information to be provided.
4. **EFFECTIVE DATE OF CHANGE:** The University will complete the changes referenced in paragraph 3 in time to capture September earnings which are payable on October 1, 2015. The University will bear any costs associated with the system programming changes referenced in paragraph 3. The University will also ensure that these changes are incorporated into any future payroll system, including but not limited to, UC Path.
5. **STAYING OF DEADLINE TO FILE GRIEVANCES:** The deadline to file grievances set forth in article 6 of the CBA shall be stayed pending the University's completion of the changes referenced in paragraph 3, but only for a grievance based on Article 4 of the CBA. Upon the UAW's receipt of information as a result of the changes in paragraph 3, the UAW shall have 30 calendar days to file a grievance. For any such grievance, the date of the grievance shall be considered July 1, 2015, for purposes of calculating any remedy.
6. **GATHERING OF DUES AND FEES DURING INTERIM PERIOD:** Until the changes in paragraph 3 can be implemented, upon request from UAW the University will set up a recurring deduction for dues and fees for Postdoctoral Scholars Paid Direct title (3254) who also hold an employee title (3252) or fellow title (3253). The UAW will provide the University an electronic list of bargaining unit members and the amount of any dues or fees deduction for the bargaining unit members. The UAW shall provide this electronic list by the 10th of the month for the University to make a deduction on the 1st of the following month. The purpose of this section is to facilitate the collection of dues or fees required as a

result of combining the gross earnings from both pay sources and deducting any dues or fees entirely from the supplement, as provided in Article 29 of the CBA.

7. **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 grievance number OR-PX-0649-14.

8. **CIVIL CODE SECTION 1542 RIGHTS WAIVED:** The Parties to this Agreement understand and expressly agree 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 grievance number OR-PX-0649-14, and that any and all rights granted under Section 1542 of the California Civil Code with respect to claims explicitly set forth in the Health Benefits 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.

9. **WITHDRAWAL OF PENDING GRIEVANCES:** The Union's execution of this Agreement constitutes a withdrawal of its request to proceed to Arbitration on grievance number OR-PX-0649-14 with prejudice, and the Union will not further pursue grievance number OR-PX-0649-14 in any forum. In addition, without concession as to the underlying merits of this grievance, the Union waives all past dues and fees sought in this grievance through June 30, 2015. The Parties acknowledge and agree that once this Agreement becomes final, all claims raised have been fully and finally resolved to their mutual satisfaction.

10. **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.

11. **COUNTERPARTS:** This Agreement may be executed in counterparts. A copy of the Agreement is as admissible as the original in any subsequent proceeding.

12. **MODIFICATIONS IN WRITING ONLY:** This Agreement may not be modified except by written amendment, characterized as such, and signed by the Parties.

13. **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.

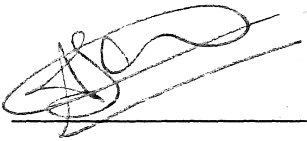
14. **BINDING EFFECT:** This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party, and inure to the benefit of each party, its heirs, successors, and assigns.

15. **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.

16. 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.

For The UAW:

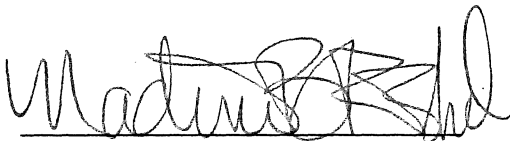


Anke Schennink, President

7/1/2015

Dated:

For The University:

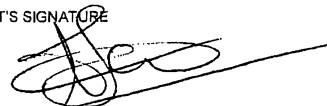
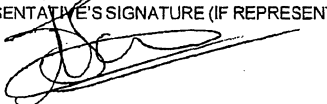


Nadine Fishel, Associate Director

7/1/15

Dated:

ATTACHMENT 1

UC/UAW STEP 1 GRIEVANCE FORM		Allegations of a violation of the UC/UAW Agreement covering Postdoctoral Scholars must be filed on this form. See the UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor Relations Office. Pursuant to section 3567 of HEERA, UC shall not agree to resolution of the grievance until the UAW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. YOU MUST PROVIDE THE INFORMATION MARKED WITH AN ASTERISK (*) IN ACCORDANCE WITH ARTICLE 6, GRIEVANCE AND ARBITRATION, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING (Form available at http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/post_docs/contract_articles/px-ax-e-grievance-form-112010.pdf)			
GRIEVANT'S NAME * LAST FIRST MI UAW 5810		GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)			
BARGAINING UNIT CLASSIFICATION TITLE (e.g. Postdoctoral Scholar-Employee, Postdoctoral Scholar-Fellow, etc.) * All POPD + PDE, POPD + PDF <i>see attached</i>		GRIEVANT'S HIRING UNIT/DEPARTMENT * All		GRIEVANT'S HOME TELEPHONE NUMBER	
NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE AND TELEPHONE NUMBER		NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT (OR REPRESENTATIVE'S ADDRESS MAY BE USED) * 2070 Allston Way, Suite 102, Berkeley CA 94704			
REPRESENTATIVE'S NAME (IF REPRESENTED) * Anke Schennink		REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE) * UAW 5810		REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER 510 845 5726	
REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP <i>see above</i>					
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL NAMES) <input checked="" type="checkbox"/> UNION			SPECIFIC ARTICLE(S) & SECTION(S) OF THE UC/UAW AGREEMENT ALLEGED TO BE VIOLATED * Art 29 A, 29 B, 29 G, 28 B and all others that may apply		
DATE OF ALLEGED VIOLATION(S) * On or about October 13, 2014 & ongoing		DATE OF INFORMAL STEP DISCUSSION WITH SUPERVISOR IF ANY		DATE OF INFORMAL STEP RESPONSE, IF ANY	
ARE YOU REQUESTING A STEP 1 MEETING <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
DESCRIPTION OF ALLEGED VIOLATION OF THE AGREEMENT. * PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH SEPARATE SHEET OF PAPER IF NEEDED.) <i>see attached</i>					
REMEDY REQUESTED * <i>see attached</i>					
GRIEVANT'S SIGNATURE 				DATE 11/12/14	
REPRESENTATIVE'S SIGNATURE (IF REPRESENTED) 				DATE 11/12/14	

Attachment to UAW 5810 Grievance, 11/12/2014

Description of alleged violation of the agreement:

On or about October 13, 2014, the Union discovered that the University has not deducted and remitted to the Union, the dues/fees required as a result of combining the gross earnings from both pay sources from Postdoctoral Scholars appointed to the Paid Direct title (3254) and the Employee title (3252), and from Postdoctoral Scholars appointed to the Paid Direct title (3254) and the Fellow title (3253).

The union also discovered that the University has not provided the information on Postdoctoral Scholars described above, that is the name, title, total gross monthly pay, amount of union dues/fees, including initiation fees and amount of VCAP contribution, deducted.

Remedy requested:

Deduct and remit the dues/fees required as a result of combining the gross earnings from both pay sources from Postdoctoral Scholars appointed to the Paid Direct title (3254) and the Employee title (3252), and from Postdoctoral Scholars appointed to the Paid Direct title (3254) and the Fellow title (3253) going forward, reimburse the Union for the deduction monies not received (but do not deduct these retroactive monies from postdocs' paychecks), provide all required information, and make whole all losses.

ATTACHMENT 2

UNION DEDUCTION FILE (Three Examples extracted from Campus No. 6 - San Diego)

Unit	EE ID	EE Prior ID (Blank)	EE Name	Pay Period End Date	Action Code	Unit Earnings	Unit Hours	NonUnit Earnings	NonUnit Hours	GTN #	Deduction Amt	Deduction Special Transaction	OP Indicator	Primary Unit Code	Rep Code	Unit Rate	Campus
PX	XXXX	3252	Employee 1	5/31/2014	85	2500.49	114.58	0	0	482	28.76		N	PX	C		6
PX	XXXX	3254	Employee 1	5/31/2014	85	3841	0	0	0	482	44.17		N	PX	C		6
PX	XXXX	3252	Employee 2	5/31/2014	85	93.06	3.52	0	0	482	1.07		N	PX	C		6
PX	XXXX	3252	Employee 3	5/31/2014	85	678.77	32.33	0	0	482	7.81		N	PX	C		6
PX	XXXX	3254	Employee 3	5/31/2014	85	3695	0	0	0	482	42.49		N	PX	C		6
PX	XXXX	3252	Employee 4	5/31/2014	85	2470.7	109.12	0	0	482	28.41		N	PX	C		6
Pre-Programming: The above information for Pay Period End Date of 5/31/2014 included title code 3254.																	
PX	XXXX	3252	Employee 1	6/30/2014	85	2500.49	109.37	0	0	482	28.76		N	PX	C		6
PX	XXXX	3252	Employee 2	6/30/2014	85	93.06	3.36	0	0	482	1.07		N	PX	C		6
PX	XXXX	3252	Employee 3	6/30/2014	85	2470.7	104.16	0	0	482	28.41		N	PX	C		6
Post-Programming: The above information for Pay Period End Date of 6/30/2014 does not include title code 3254.																	