POSTDOCTORAL SCHOLAR (PX)

UC-UAW Agreement
(August 12, 2010 through September 30, 2015)

Contract Training

UC Davis – October 21 & 28, 2010
UC and the UAW have a first contract, effective August 12, 2010

The contract supercedes APM 390; where the contract is silent, revert to APM 390

Many of the APM terms and conditions have not changed
What are the most significant changes?

- Contract compliance is critical. Both the UAW and UC will monitor the university’s administration of the contract to ensure compliance.

- The university cannot unilaterally change the terms and conditions in the contract. Failure to abide by the negotiated provisions may result in a grievance.

- Most provisions in the new UC-UAW contract are grievable and arbitrable (and will involve the campus labor relations if necessary).
The California collective bargaining law, Higher Education Employee Relations Act (HEERA), regulates labor relations between UC and CSUS, their employees and labor organizations that represent their employees.

HEERA is administered by the Public Employment Relations Board (PERB).

The Postdoctoral Scholar (PX) Bargaining Unit was first established by PERB in 2004.

HEERA was changed in 2005 to allow unions to gain representation via “card check”.

In July 2006, UAW made its first attempt at representation, but withdrew it before PERB decided the issues.
In June 2008, after over a year of organizing, the UAW filed its second request for recognition.

In November 2008, PERB recognized the UAW as the exclusive representative of the Postdoctoral Scholars based on the cards submitted.

- No election occurred.
EXCLUSIVE REPRESENTATION
THE BARGAINING UNIT

- The unit includes Postdoctoral Scholar:
  - Employees (3252)
  - Fellows (3253)
  - Paid Directs (3254)
    (and other UC Retired titles)

- HEERA considers all appointees to these titles to be “employees” for the purpose of collective bargaining and exclusive representation.
EXCLUSIVE REPRESENTATION
TITLES IN THE BARGAINING UNIT

- The university’s decision to include Fellows and Paid Directs in the unit was based on a desire to retain consistent treatment for all Postdocs.

- Rationale:
  - Appointees move between Postdoc titles with some regularity.
  - Having them in the same unit provides administrative efficiency.
EXCLUSIVE REPRESENTATION
THE LAW

Under HEERA, when a union is an exclusive representative it represents all employees in the bargaining unit (PX)

- The union has the exclusive right and authority to negotiate the wages, hours, benefits and working conditions that the employer provides to the employees it represents.

- The negotiated terms (the contract) govern most of the university’s relationship with Postdocs.

- When a union is an exclusive representative it represents all employees in the bargaining unit (PX), whether or not they are dues paying members of the union.
EXCLUSIVE REPRESENTATION
THE LAW

- Under HEERA, the union, in exchange for its representation of all employees in the bargaining unit, has the right to receive dues/fees from each employee.

  - **Dues**: payments made by employees who are members of the union (these employees have the right to vote).

  - **Fees**: payments made by employees who do not join the union, but are still represented by the union.

    - Usually, dues are slightly higher than fees. In the PX unit, dues are 1.15%, and fees are .865%.
Definition of Postdoctoral Scholar has NOT changed

- Have Ph.D. or other terminal advanced degree; engaged in temporary and defined period of work of advanced training... under direction and supervision of faculty mentors.

Postdoctoral Scholar are “trainees” carrying out research

When a Postdoc appointment ends, the university is not obligated to replace her/him with another Postdoc, unless required by the training grant.

Relationship with supervisor still involves performance / research expectations.
STATUS QUO
UC-UAW CONTRACT / APM

- UC agreed that campuses will maintain the status quo for Postdocs with regard to:
  - Current job posting practices
  - Providing access to professional development and/or career counseling in effect in 2009.
  - Continuing Postdoc eligibility to participate in a campus parking/transit program on the same basis as non-Senate academic staff.
  - Access to current general campus facilities and services.
  - Access to required facilities, equipment and materials.
SUPERVISOR/POSTDOC RELATIONS
UC-UAW CONTRACT / APM

- **Supervisor**
  - The term “supervisor” is used throughout the Agreement to refer to the person who is responsible for mentoring / performance evaluation, appointment decisions, etc.

  - The term “Mentor” is not used, although “mentoring” is referenced.

- Supervisor is used because the Agreement reflects terms and conditions of employment; therefore, the relationships covered by the labor agreement are those of supervisor/employee.
PROVISIONS

Recognition
Appointments
Benefits
Compensation
Discipline and Dismissal
Duration
Grievance and Arbitration
Health and Safety
Holidays
Individual Development Plans and Progress
Assessments
Labor-Management Meetings
Layoff
Leaves of Absence
Management and Academic Rights
No Strikes
Nondiscrimination
Parking and Transit
Personal Time Off
Personnel Files
Posting
Professional Development and Career Counseling
Severability
Sick Leave
Successorship
Time and Effort Commitment
Titles and Classifications
Training
Travel Reimbursement
Union Access and Rights
Union Security
University Facilities and Services
Waiver
Work Authorization
Work-Incurred Injury or Illness
Workspace and Materials
NEW PROVISIONS

- New compensation structure: phased in move to NIH-NRSA experience rates starting June 2011 for new appointees
- Personal Time off increased from 20 to 24 days
- Clarity about work time and effort commitment
- Process re: Individual Development Plans spelled out
- Clarity regarding Health and Safety Protocols
ACADEMIC JUDGMENT

- Academic Rights in the PX Agreement pertains to:
  - Recruit and appoint Postdocs
  - Research topics, goals and qualifications of personnel
  - Communication and mentoring
  - Standards of performance
  - Presentations and publications
  - Matters of research and/or scholarly misconduct
RECRUITING & APPOINTMENT

- The university has the exclusive non-grievable right to appoint, reappoint or not appoint/reappoint.

- The university may reappoint a Postdoc to a different title, even though s/he may be doing the same work.

- If the university moves an employed Postdoc from a PX title to a title outside the bargaining unit, it must notify the UAW (only when moving within the term of the appointment).
APPOINTMENTS

- Pre-employment issues are still in UC control (e.g., initial offers, providing relocation reimbursements)
  - Faculty and prospective Postdocs may still work informally to set up research projects and appointments

- Establish period of appointment and salary through the initial offer letter

- UC Davis appointment process remains the same – Use the new appointment template letter with required language
Pre-Appointment Notification - UC MUST let prospective Postdoctoral Scholars – Fellows and Paid Directs know that:

- they are represented by a union and
- paying dues/fees is a condition of employment.
- For fellows, (whose stipends are paid through the payroll system) UC will allow them to use our payroll deduction process “as a service” to pay fees/dues.

In Addition…..

Post-Appointment Notification - UC must send/give the Postdoc a letter that includes similar points within seven days of employment
One letter that will meet both requirements (Pre-employment offer and Appointment Notice)

given to the candidate prior to start and a copy after employment meets our obligation.

Use the NEW template letter, do not alter the letter – it is written to comply with the contract requirements
APPOINTMENTS
TERMS OF SERVICE

- The initial appointment must be at least one year.
- Subsequent reappointments are at management discretion and are normally one year; may be longer at PI discretion or as required by a grant.
- Subsequent appointments may be shorter than a year, under limited circumstances.
  - Funding is available for less than a full year.
  - Continuation of project is less than one year.
  - Visa Limitations.
  - At request of Postdoc, UC may bridge appointment for less than a year.
**TIME WORKED / TIME OFF**

- Postdocs are considered “exempt” under FLSA
  - Postdoc work norm remains “at least 40 hours per week”

- Clarified that time worked and time off is accounted for in terms of “days” rather than hours
  - If a Postdoctoral Scholar is working part time (e.g., five, 4-hour days), and is absent from the full 4-hour period, the time docked is a full day

- Supervisor still verifies absences
  - Postdoc cannot independently determine her/his schedule – supervisor still approves
TIME WORKED / TIME OFF

- Supervisors must be reasonable when granting or denying requests for time off
- Work considerations – especially directly related to research – still prevail

- Personal Time Off must be requested and approved in advance
- Increased from 20 days to 24 days personal time off
- 12 days sick leave (12 mo appt)

- Religious holiday – UC may not unreasonably deny a request for a religious holiday
- Issues of holidays should be addressed up front with the Postdoc during the first month of work
TIME WORKED / TIME OFF

- Required work schedules must be reasonable and related to research needs

- Assigned work schedules provide the flexibility ... and to occasionally allow a schedule of less than 40 hours a week

- Emphasis is on meeting professional goals and on demonstrating research and creative capabilities, rather than working a specified number of hours

- “Use-it-or-lose-it” form of time off: does not carry over to another appointment or pay out at termination
INDIVIDUAL DEVELOPMENT PLANS

- The Postdoc is responsible for the development of her/his IDP.
- The supervisor may designate another qualified individual who can work with the Postdoc on her/his IDP.
- The IDP may be used as part of the foundation for the Performance Assessment.
- Development of an IDP is OPTIONAL – a PI cannot require a Postdoc to develop one.
- Process for developing IDP is outlined in the contract.
- The supervisor or Designee provides advice about revision
- The process serves as a communication tool.
PROGRESS ASSESSMENTS

- Supervisor must communicate research and progress expectations for coming year; include details in appointment notification

- No mentoring requirements
  - Contract does not detail HOW a faculty member mentors

- Contents of IDPs, Progress Assessments and Annual Reviews are not grievable
PROGRESS ASSESSMENTS

- A Postdoc may request that goals and expectations be provided in writing

- Supervisor must provide periodic reviews – informal progress assessments

- Supervisor shall provide the Postdoc with at least one written review per 12-month period

- Postdoc may grieve factual inaccuracies in Progress Assessments or Annual reviews
  - If Postdoc disagrees with substance, may submit an addendum to personnel file.
DISCIPLINE & DISMISSAL

- Three forms of discipline:
  - Letter of Warning
  - Suspension
  - Dismissal

- Dismissal normally preceded by at least one letter of warning.

- UC may proceed to dismissal without written warning when seriousness of misconduct or performance warrants.

- Just Cause for Discipline and Dismissal
  - Process outlined in the Agreement
  - Disciplinary Actions will be grievable and arbitrable.
HEALTH & SAFETY

- Contract acknowledges research may be inherently hazardous and appropriate actions should be taken to minimize hazards

- Supervisor must document training and information provided to Postdoc
  - Postdoc may refuse to perform work s/he believes is hazardous and about which s/he has not been properly trained

- No retaliation for filing a complaint

- Claims of “stress due to workplace hazards” are explicitly excluded from the H&S article
PERSONNEL FILES

- The university has agreed that there is one “personnel” file at each location, even though numerous files with Postdoc information may exist.

- A personnel file has formal documents as listed in the article.

- A personnel file does not have grievance materials in it, but will contain disciplinary materials.

- Supervisors may keep a personal file, but information in it cannot be used in future actions unless a copy has made it to the personnel file.
PERSONNEL FILES

- Materials to be retained in a Personnel File
  - Any material in the personnel file must be copied to the Postdoctoral Scholar.
  - Only “official” record is in a central file (division/department) – if information does not make it to the department file, it cannot be used for discipline.
  - E-mails may be placed in a personnel file.
  - UC must be able to pull files w/in five working days.
The university did not substantively change the leaves of absence provided under the Academic Personnel Manual.

Failure to follow the LOA terms in the contract are now grievable and arbitrable.
LAYOFF

- The university has the sole discretion to determine when layoffs shall occur.

- Layoff is defined as an involuntary separation or a reduction in percent effort or duration of appointment prior to the established appt end date as a result of appropriate funding becoming unavailable.

- Need to notice postdoctoral scholar 30 days in advance.

- Notice UAW within five days of notice.

- Layoff is not to be used in lieu of discipline.
The Postdoc Health Benefit Plan will continue without changes for 2011 – premium contributions remain as it has in the past.

Postdocs are Safe Harbor participants contributing 7.5% of gross to UC DCP in lieu of SS taxes, and are not UCRP eligible.

Some Postdocs receive UCRP payments
- When appointing a Postdoc from a UCRP-eligible position, the Postdoc must have a break in service, or UC will pay the UC share of UCRP.
COMPENSATION

Effective September 1, 2010

- Across the Board Increase
  - 3% all postdocs at or below $47,000
  - 1.5% all postdocs above $47,000

- The minimum salary for any Postdoc must be $37,740
All newly appointed Postdocs must receive at least the NIH rate for her/his years of experience as a Postdoctoral Scholar, and

Must receive salary increases to the appropriate experience-based salary/stipend rate on anniversary date

If above appropriate salary step on anniversary/reappointment PD must receive at least a 2% increase
COMPENSATION – PHASE IN

Effective June 1, 2011

- **Phase-In** – The university begins moving currently appointed Postdocs to (or toward) the applicable NIH step on reappointment/anniversary
  - If Postdoc is paid below the experience rate appropriate for her/his experience as a Postdoc, the university must provide an increase to the experience step or 3%, whichever is less.
  - Once a Postdoc is on the appropriate experience step, s/he will continue to advance to next experience step on reappointment
  - If above appropriate salary step on anniversary/reappointment PD must receive at least a 2% increase
- June 1, 2014 – all Postdoctoral Scholar shall be placed on at least the appropriate rate based on experience
NEW TOOLS TEMPLATES & FORMS

- Appointment Checklist and Guidelines
- Appointment/Action Form
- Notification Letter
- Exception Form (combined)
- Dues & Fees Notification
- Annual Review – sample, can be other formats as long as it is written
- Layoff Letter – sample
Questions?

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