

Summary of UAW 2019-2021 Agreement

CONTRACT PROVISION	SUMMARY OF CHANGES
Preamble	This Agreement is made and entered into by and between the University of Washington, hereinafter referred to as the “University” or the “Employer” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4121 hereinafter referred to as the “UAW” or the “Union.” It is the intent and purpose of this collective bargaining agreement (the “Agreement”) to provide a harmonious and cooperative relationship between both parties
Purpose and Intent	Postdocs (Research Associates) removed from the faculty code
Appointment and Reappointment	Postdoc appointments are for a minimum of 1 year. Notice of reappointment should be given at least thirty (30) days prior to the start of the reappointment.
Childcare	\$30,000 per year for a Postdoctoral Scholar childcare fund.
Corrective Action and Dismissal	Postdocs will receive thirty (30) days notice of termination. For terminations involving misconduct, postdocs may be given less than thirty (30) days notice.
Duration	Date of ratification to January 31, 2021
Grievance Procedure	Step 1 is optional, grievances may be filed directly at step 2. Grievances filed at step 1, are filed in writing by the Union to the PI or first level supervisor. Step 2 grievances are made to the Department Chair (or Dean if no Department Chair) and the Labor Relations.
Health and Safety	In compliance with campus health and safety policies and procedures, the University shall make reasonable efforts to maintain in safe working condition the workplace and equipment required to carry out assigned duties.
Healthcare Benefits Amounts	The University of Washington will contribute 85% of the medical premiums – this is consistent with all other University of Washington and Washington State Employees.
Holidays	Postdocs will not be required to work on University designated holidays. If a postdoc is required to work on a University holiday, they may arrange with the appropriate supervisor for an alternative day.

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Independent Development Plans and Progress Assessments	Postdoctoral Scholars will have a primary Supervisor who will fulfill at least the basic mentorship obligations outlined in this Article will be assigned at the time the Postdoctoral Scholar's appointment begins. Postdocs may elect to develop an IDP, a Supervisor may require the development of an IDP, and some funding agencies may require an IDP. In the absence of an IDP, within a reasonable time after the beginning of each appointment, the Supervisor, or in limited circumstances their appropriate designee, shall communicate the expectations they have for the Postdoc's research and career progress. A Progress Assessment is an evaluation of the Postdoc's progress and accomplishments in research and professional development and shall include both periodic reviews and an annual review.
Intellectual Property and Academic Rights	Executive Order No. 36 ("Patent, Invention and Copyright Policy") shall be incorporated into this Agreement in its entirety. The Union Management Committee shall be empowered to discuss intellectual property. Postdoctoral scholars with obligation to assign under Executive Order No. 36 shall have the same rights, privileges and responsibilities as other University of Washington employees with respect to intellectual property. Postdocs who are determined by the University to be sole inventors of intellectual property shall have the same rights, responsibilities and privileges set forth in Executive Order No. 36 as other University employees with respect to those inventions. Upon prior approval by the University, Postdoctoral Scholars may apply to serve as principal investigators on such applications that are restricted to Postdoctoral Scholars, or in other circumstances approved by the Postdoctoral Scholar's mentor, and according to the policies of the department and school or college of both the Postdoctoral Scholar and the mentor.
Joint Union Management Committee	If requested, meetings will be held once an academic quarter (Autumn, Winter, Spring) at mutually agreed upon times and on an ad hoc basis as needed.
Layoff	Postdoctoral Scholars will be given written notice at least sixty (60) calendar days in advance of the effective date. In the event appropriate funding is restored prior to the effective date of the layoff and within the Postdoc's appointment period, the University will offer to reappoint the Postdoc for the remainder of that appointment period.
Time Off and Leave	Postdoctoral Scholars will received twenty-one (21) days of paid vacation time off, preloaded at the beginning of the month following the start of year appointment. Unused time off will expire at the end of the twelve (12) month period for which it was received. One (1) day of paid sick time off is received for every month of appointment and is preloaded annually. Up to twelve (12) days of unused sick time will carry forward to the next appointment year. Additionally, postdoctoral Scholars will receive three (3) day for bereavement time off and will be entitled to one (1) personal holiday per calendar year.

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Management Rights and Responsibilities	The Employer through its designated management personnel or agents has the right and responsibility, except as expressly modified by this Agreement, to control, change, supervise, and evaluate all operations and to direct and assign work to all working forces, including who does the teaching.
No Strikes, No Lockouts	The University shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the Union in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit.
Non-Discrimination and Harassment	The University and the Union agree that all employees shall work in an environment that fosters mutual respect and professionalism. No employee shall be subjected to discrimination, harassment or retaliation for reporting concerns regarding discrimination, harassment and related actions. A violation of this article must be submitted within 180 days of an alleged occurrence and when a grievance or complaint is filed, the University will implement interim measures as appropriate, to allow the Postdoctoral Scholar to learn and work in an environment free of discrimination.
Orientation	The Union will be allowed up to 30 minutes with Postdoctoral Scholars during the new employee orientation. Once per quarter, the University will provide new Postdoctoral Scholars an orientation that may include international scholars' rights and benefits, career development services and environmental health & safety. Additionally, the University will provide access to Postdoctoral Scholars who do not attend either of the above orientations. This access will also be 30 minutes.
Personnel Files	Postdocs have the right to examine all materials in their files that are not non-disclosable pursuant to state and/or federal laws. No grievance materials shall be placed in the personnel file.
Professional Development & Career Counseling	Postdoctoral Scholars will be allocated a reasonable portion of paid work time for professional development activities. The University will provide access to professional development and/or career counseling programs to Postdoctoral Scholars. Professional development services available through the Career and Internship Center and the Graduate School will also be available to Postdoctoral Scholars. Additionally, Postdocs may request to take part in professional development activities, including but not limited to conferences, career fairs, courses and workshops.

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Recognition	The University recognizes UAW as the sole and exclusive bargaining representative for all matters establishing and pertaining to wages and salaries, hours, and working conditions for all employees of the University of Washington in the postdoctoral employee bargaining unit certified by the Public Employment Relations Commission.
Retirement Benefits	Postdoctoral Scholars deemed eligible will be able to participate in their choice of UW Retirement Plan (UWRP) or DRS Defined Benefit Plan, the Voluntary Investment Program (UW VIP), and the Washington State Deferred Compensation Program.
Subcontracting	The University shall, upon request, meet and confer with the Union over the effects of subcontracting on the bargaining unit. Subcontracting is also an appropriate agenda item for Joint Union Management Committee meetings.
Subordination of Agreement and Savings Clause	Should any part of this Agreement or any provision contained herein be determined by a body of competent jurisdiction to be unlawful or invalid the remainder of the Agreement shall remain in full force and effect. Upon request from either party, the Union and Employer negotiating committee shall commence negotiations within thirty (30) days for the purpose of coming to agreement on a substitute provision for that which was declared unlawful or invalid.
Time and Effort Commitment	Postdoctoral Scholars are appointed with the expectation they will have a full time involvement in scholarly pursuits. The workweek for full-time exempt appointees is normally at least 40 hours, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their professional goals, and on demonstrating their research and creative capabilities, rather than on working a specified number of hours. Required work schedules must be reasonable, and related to the research needs. In recognition of the professional exempt status of Postdoctoral Scholars, assigned work schedules provide the flexibility to meet research goals and to occasionally allow a schedule of less than 40 hours in a week.
Titles & Classifications	Postdoctoral Scholars are defined as individuals who have received a doctoral degree (Ph.D. or equivalent), are appointed for a temporary and defined period not to exceed five (5) years, including time in postdoctoral experience(s) at other institutions, are engaged in full-time mentored advanced training to enhance professional skills and research independence and perform primarily research and scholarship under the direction and supervision of University faculty mentors. Appointments for postdoctoral scholars will be made into the titles of Postdoctoral Scholar, Postdoctoral Scholar – Fellow or Interim Postdoctoral Scholar.

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Training	The University shall provide paid time for, and reimburse costs associated with, Postdoctoral Scholars attendance of University-required training, workshops, and courses, necessary to perform assigned duties. This does not apply to continuing education or other requirements associated with maintaining a professional license or certification.
Transportation	The University Transportation Committee (UTC) will designate one (1) permanent position on the committee to a Union selected Postdoctoral Scholar. The University agrees to inform the Union as soon possible after the University learns of any modifications to parking policies that may affect Postdoctoral Scholars. At sites operated by the University, the Union will have the option to bargain the impacts of any changes to parking policy that will affect Postdoctoral Scholars.
Travel Pay	Any employee required to travel as part of their assigned duties shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, General Travel Policies, and/or departmental policy.
Union Security	Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form. The UAW will provide the University with the formula for calculating the dues and initiation fees.
Union Rights	The University will provide rosters each pay period with the information outlined in the article. Additionally, this article also provides for release time of Union stewards for grievance processing. The University will also provide for paid release time for the purpose of bargaining a replacement agreement.
Voluntary Community Action Program	The University agrees process the voluntary deduction of the UAW Voluntary Community Action Program (VCAP). This article outlines the provisions for processing deductions.
Wages	Postdoctoral Scholar salary/stipend minimums are provided in the Table 1 below. The minimum rates are graded based on duration of prior relevant postdoctoral experience (both with the University of Washington and other institutions).

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Wages, continued	<p>Table 1</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Postdoctoral experience level</th> <th style="text-align: center;">Minimum annual full-time salary equivalent</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0 (0 – 11 months)</td> <td style="text-align: center;">\$ 50,004</td> </tr> <tr> <td style="text-align: center;">1 (12 – 23 months)</td> <td style="text-align: center;">\$ 51,004</td> </tr> <tr> <td style="text-align: center;">2 (24-35 months)</td> <td style="text-align: center;">\$ 52,024</td> </tr> <tr> <td style="text-align: center;">3 (36- 47 months)</td> <td style="text-align: center;">\$ 53,065</td> </tr> <tr> <td style="text-align: center;">4 (48 – 59 months)</td> <td style="text-align: center;">\$ 54,126</td> </tr> <tr> <td style="text-align: center;">5 (60-71 months)*</td> <td style="text-align: center;">\$ 55,208*</td> </tr> </tbody> </table> <p>*by exception Once a Postdoctoral Scholar is appointed with a salary/stipend amount at or above their appropriate experience level, all future appointments must be to the same or next higher experience level. For the purpose of this article the Postdoctoral Scholar's anniversary date is the defined as one (1) calendar year of continuous employment from their most recent appointment date. Postdoctoral Scholar's s whose salary rate is equal to the Postdoctoral Scholar salary/stipend minimum scale shall receive an increase to at least the minimum of the next appropriate salary/stipend experience level in Table 1. Postdoctoral Scholar whose salary rate exceeds their experience-based Postdoctoral Scholar salary/stipend minimum scale shall receive a salary/stipend increase of no less than two percent (2%) every year on the anniversary date of their appointment. For the purpose of retention, the Employer may enter into individual agreements at any time with Postdoctoral Scholars regarding salary increases.</p>	Postdoctoral experience level	Minimum annual full-time salary equivalent	0 (0 – 11 months)	\$ 50,004	1 (12 – 23 months)	\$ 51,004	2 (24-35 months)	\$ 52,024	3 (36- 47 months)	\$ 53,065	4 (48 – 59 months)	\$ 54,126	5 (60-71 months)*	\$ 55,208*
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Workspace and Materials	Postdoctoral Scholars shall have access to required facilities, equipment and materials.														
MOU – Wages Implementation	Wages will be effective August 1st and implemented/paid no earlier than the September 25th paycheck.														
MOU – Immigration Status and Visas	The University will make a good faith effort to process visa paperwork in its control in a timely manner. The MOU outlines a process for international Postdoctoral Scholars who are dismissed from their appointments.														

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MOU – One Time Wage Adjustment	Effective September 1st, the University will provide a one-time two percent (2%) salary increase to Postdoctoral Scholars were reappointed to their current appointment between October 3, 2017 and the date this agreement is ratified by the Union, AND were paid in a salaried, full time Senior Fellow title throughout the entire period of October 3, 2017 through ratification, AND received no salary increase throughout the entire period of October 3, 2017 through ratification, AND has not been a paid-direct appointee (in whole or in part) or a stipended appointee at any point during that time.
MOU – Wage Reopener	If changes are made to the NRSA stipend levels before Oct 16, 2020, the Union may reopen Article – Wages, table 1 for bargaining.
MOU – Sexual Harassment Training	The Prevention of Sexual Harassment training available to Academic Student Employees will also be available to the Postdoctoral Scholars. The University will provide a .2 FTE appointment/assignment for one (1) postdoctoral scholar trainer per calendar year.
MOU – Time Reporting	Should there be changes to the federal or state overtime eligibility regulations that alter the overtime status of the Postdoctoral Scholars, either party may re-open Time and Effort Commitment. Also, the Union and the University agree that the University may require overtime eligible employees to accurately report time worked.
MOU - Transportation	Postdoctoral Scholars will be eligible for a U-PASS at no charge beginning July 1, 2019. This MOU expires on June 30, 2021.
Side Letter – Workday Rosters/Reports	The University and the Union will work together to resolves issues with the current Union rosters as outlined in Article XX Union Rights.