

University of Washington Human Resources

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# UAW Postdoctoral Scholars (Postdoc) contract

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[2023 – 2025 UAW Postdoc Current Contract Combined TAs \(pdf\)](#)

The contract written and listed below and is the previous contract from 2021-2023. Please refer to the link above with the current Tentative Agreements for the updated contract for 2023-2025.

**UAW Postdoctoral Scholars Local 4121 (03/01/2021 – 01/31/2023)**

## Preamble

The 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.

## Article 1 – Purpose and Intent

### Section 1.1.

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. The parties agree that the provisions contained within this Agreement and/or University policy shall apply

to Postdoctoral Scholar appointments. The parties also agree that none of the provisions of the University Faculty Code and Governance shall apply because none of the Postdoctoral Scholar appointments covered by this Agreement are faculty appointments.

### **Section 1.2.**

The University will not engage in any activity or enter an agreement or otherwise discuss with any other group or individual for the purpose or effect of undermining the Union as the representative of individuals in the unit.

### **Section 1.3.**

If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the University and the International Union, UAW and its Local Union 4121.

### **Section 1.4. Mandatory Subject.**

- A. The Employer shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union staff representative in writing of these changes. The Union may request discussions about and/or negotiations on the impact of these changes on employees' working conditions. The Union will notify Labor Relations in writing of any demands to bargain. In the event the Union does not request discussions and/or negotiations within thirty (30) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.
- B. Prior to making any change in written agency policy that is mandatory subject of bargaining, the Employer shall notify the Union and satisfy its collective bargaining obligations per Article 1.
- C. Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. If the Union makes a request for information at the same time as the request to bargain, the thirty (30) calendar days will not begin until the information request has been fulfilled. Information requests made after the request to bargain will not delay the scheduling of discussion and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations.

## **Article 2 – Recognition**

The Employer recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4121 as the sole and exclusive bargaining representative in 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.

## **Article 3 – 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. Such rights and responsibilities shall include by way of illustration but shall not be limited to: the selection and hiring, training, discipline and discharge, classification, reclassification, layoff, promotion and demotion or transfer of employees; the establishment of work schedules; the allocation of all financial and other resources; the control and regulation of the use of all equipment and other property of the Employer. The Employer shall determine the methods, technological means and qualifications of personnel by and for which operations are to be carried out. The Employer shall take whatever action as may be necessary to carry out its rights in any emergency situation. The exercise or non-exercise of right retained by the University shall not be construed to mean that any right is waived.

## **Article 4 – Appointments and Reappointments**

### **Section 4.1. Terms of Service.**

- A. Postdoctoral Scholar appointments are full-time and limited term, with fixed start and end dates. Nothing shall preclude the University from appointing or reappointing Postdoctoral Scholars for durations longer than the minimums required in this Article.
- B. The initial appointment of a Postdoctoral Scholar (21641) or Postdoctoral Scholar Fellow (21642) at the University shall be for a minimum of one (1) year. Length of appointment into the Interim Postdoctoral Scholar (21643) classification is described in Article 25: Titles and Classifications.
- C. Reappointment of a Postdoctoral Scholar shall be for a minimum of one (1) year, except that a reappointment may be for a lesser duration if any of the following apply:
  - a. there is insufficient funding for a full year,
  - b. the continuation of the project is less than one (1) year,
  - c. visa limitations, or
  - d. eligibility within the Postdoctoral Scholar title has been exhausted.

### **Section 4.2. Notice of Appointment/Reappointment.**

- A. As soon as practicable, but no later than seven (7) calendar days after the start of the initial appointment, the University shall provide a Postdoctoral Scholar a written notice of appointment, as described below.
- B. As soon as practicable, but no less than thirty (30) calendar days prior to the start of a reappointment, the University shall provide a Postdoctoral Scholar a written notice of reappointment, as described below.
- C. The appointment/reappointment notice shall include:
  - a. job title;
  - b. beginning and end dates of the appointment;
  - c. immediate supervisor's name(s);
  - d. academic appointing unit, and hiring unit if different;
  - e. anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center);
  - f. a brief description of the anticipated research project(s);
  - g. funding information available to the University at the time of appointment including: salary/stipend amount;
  - h. a summary of applicable benefits;
  - i. information about the need to develop an Individual Development Plan (IDP)
  - j. Any applicable support for travel
  - k. anticipated training requirements
  - l. a statement that the Postdoctoral Scholar is exclusively represented by the UAW, and the website address for the Union and the Agreement;
  - m. a statement that the University maintains individual personnel files and that the Postdoctoral Scholar may access their file in accordance with the provisions of Article 18 – Personnel Files;
  - n. name of a person to contact for information regarding the appointment (with contact information);
  - o. the link to the International Scholars Office (ISO)
- D. The University may provide additional information in appointment/reappointment letters (e.g., whether the appointment is renewable, and the conditions for such renewal).

## Article 5 – Childcare

A. Effective February 1, 2021, the University will create a fund to assist in childcare expenses, making available forty five thousand dollars (\$45,000) per year to a Postdoctoral Scholar childcare fund. The UAW will be responsible for determining eligibility criteria for appropriate distribution based on Postdoctoral Scholar need. The University of Washington will distribute twenty-two thousand five hundred dollars (\$22,500) of these funds in June 2021 and the remainder of the funds in December 2021. The Union will provide the University the

Postdoctoral Scholar names, EID numbers, and individual amounts for distribution prior to May 31, 2021 and November 30, 2021. The eligibility criteria to be utilized by the UAW will be provided to the University at the beginning of each calendar year.

B. Effective February 1, 2022, the University will increase the childcare fund to fifty thousand (\$50,000) per year. The University will distribute twenty-five thousand dollars (\$25,000) per year. The University will distribute twenty-five thousand dollars (\$25,000) of these funds in June 2022 and the remainder of the funds in December 2022. The Union will provide the University the Postdoctoral Scholar names, EID numbers, and individual amounts for distribution prior to May 31, 2022 and November 30, 2022.

## **Article 6 – Corrective Action and Dismissal**

### **Section 6.1.**

The University may issue corrective action or dismiss a Postdoctoral Scholar for just cause. It is recognized that Postdoctoral Scholar appointments cease at the end of a designated period, and these cessations are not subject to the just cause requirement. Such corrective action may take the following forms:

- A. Letter of warning is a written communication that informs the Postdoctoral Scholar of the nature of the inadequate performance or misconduct, the requirements for continuation in their appointment and the probable consequence of continued inadequate performance or misconduct.
- B. Suspension is a University required cessation from work activities for a specified period of time, and includes loss of pay, access to University property and parking and library privileges.
- C. Dismissal is the termination of a Postdoctoral Scholar's appointment initiated by the University, prior to the appointment end date, when the University determines that the Postdoctoral Scholar's conduct or performance does not justify continuation.
- D. The University may take other corrective action consistent with extramural funding agency requirements.

Counseling memoranda and/or written records of discussion, in and of themselves, are not corrective action, nor are they grievable.

### **Section 6.2. Representation.**

Upon request, an employee will have the right to Union representation at an investigatory meeting requested by the Employer, in which the employee reasonably believes could lead to corrective action. Upon request, an employee will have the right to an interpreter at an investigatory meeting. The Employer will provide reasonable time to allow an employee to secure a representative. The exercise of this right will not unreasonably delay or postpone a

meeting. Representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

The role of the Union representative in regard to an Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Employees and their representatives will cooperate in the investigation.

### **Section 6.3. Dismissal.**

Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an opportunity to make their case before the final decision is made. The employee has the right to have a Union representative present at the pre-determination meeting.

No later than thirty (30) days prior to the proposed termination, the Supervisor shall provide the Postdoctoral Scholar and the Union a written summary of relevant facts, any policies violated and the basis for terminating the appointment. In cases involving misconduct, a Postdoctoral Scholar appointment may be terminated with less than thirty (30) days' notice.

Upon request, the employee shall be entitled to any materials (such as an investigative report) that have been prepared, although confidential information and witness statements may be withheld. The employee will be furnished with written notification of the outcome of the pre-determination hearing.

### **Section 6.4.**

A Postdoctoral Scholar who is disciplined or discharged shall be entitled to file a grievance at the second step for the grievance procedure. The Postdoctoral Scholar shall have fourteen (14) calendar days from the date of the action to file a grievance.

### **Section 6.5. Administrative Leave.**

- A. The University may place an employee on paid administrative leave without prior notice in order to investigate allegations of misconduct, violations of policy, or dereliction of duty that, in the judgment of the University, warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises.
- B. The Union will be promptly notified when an employee is placed on paid administrative leave.
- C. Paid administrative leave is not corrective action.
- D. At the conclusion of an investigation of an employee placed on administrative leave, where the Employer elects not to take corrective action, the employee will be provided with a notification that the investigation is completed and that no corrective action will be imposed.

E. If no corrective action is taken, no record of administrative leave will be placed in the employee's personnel file.

## Article 7 – Grievance Procedure

### Section 7.1.

The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

### Section 7.2.

A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has violated a specific provision of this Agreement.

Contents – The written grievance shall include the following information:

- A. The type of grievance (individual, group, union)
- B. The following information about the grievant(s) (if applicable):
  - a. Name
  - b. Contact information
  - c. Department/Hiring Unit
  - d. Job Classification
  - e. Immediate Supervisor's name, job classification, and contact information
- C. The following information about any representative (if applicable):
  - a. Name
  - b. Contact information
- D. The date of the violation
- E. The specific Article(s) and Section(s) of the Agreement violated
- F. A description of the violation with pertinent facts (as known at the time of filing)
- G. Remedy requested
- H. The signature of each grievant (or representative)

### Section 7.3.

The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the grievance procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with the immediate supervisor. If requested, a Union representative may be involved in the discussion. Resolutions from pre-grievance discussions, although final, shall not be precedential.

### Section 7.4.

**Step One** – Step One is optional; grievances may be filed and immediately proceed to Step Two. A grievance must be filed in writing by the Union to the Principal Investigator (PI) if

applicable or first level supervisor, with a copy to the Assistant Vice President of Labor Relations. The grievance shall state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of filing is the date the grievance is received at the Office of the Principal Investigator (PI) or first level supervisor.

The grievance must be filed within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Principal Investigator (PI) or first level supervisor (or designee) shall meet with the grievant and the Union within fourteen (14) calendar days of receiving the grievance. The Principal Investigator (PI), first level supervisor, (or designee) shall issue a written response to the grievance within seven (7) calendar days of the meeting.

Resolutions at the First Step, although final, shall not be precedential.

**Step Two** – If the Union bypasses Step One or is not satisfied with the Step One response, it may appeal in writing within seven (7) calendar days after receipt of the Step One decision, or in the case where Step One is bypassed, within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Step Two appeal shall be made to the Department Chair (or Dean if no Department Chair), with a copy sent to the Assistant Vice President of Labor Relations. The Union recognizes that the Chair or Dean may choose to designate other appropriate University personnel to act as the University's representative for purposes of this Step Two. The Chair or Dean (or designee) and the Assistant Vice President of Labor Relations (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Two appeal and issue a written response to the grievance within seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

If a satisfactory settlement is not reached at Step Two, upon mutual agreement, the Employer and the Union may request, within fourteen (14) calendar days, grievance mediation services of the Public Employment Relations Commission (PERC). These services shall run concurrent with Step Three and shall not prevent nor delay the scheduling of an arbitration meeting.

### **Step Three** – Arbitration

- A. In the event the parties are unable to resolve the grievance in Step Two, the matter may be appealed to an impartial arbitrator for resolution within fourteen (14) calendar days of receiving the Step Two decision. The submission of the matter to arbitration shall be provided to the Assistant Vice President of Labor Relations, and shall state the issue to be arbitrated, and the remedy that is sought.



**B. Selection of an arbitrator.**

- a. The parties agree to mutually select a panel of five (5) arbitrators who will preside over complaints appealed to arbitration.
- b. In the event the parties are unable to mutually select a panel, the parties shall request a panel of Academy qualified arbitrators from Washington or Oregon from the American Arbitration Association.
- c. Either party may request that a panel member be removed provided a thirty (30)-day notice is given to the other party.
- d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.

C. Arbitration hearings shall be scheduled within sixty (60) days of the appeal to arbitration whenever possible.

D. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within thirty (30) days of the close of the hearing.

E. The decision of the arbitrator shall be binding on all parties.

F. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.

G. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgement for any academic judgment made by the University.

H. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.

I. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

**Section 7.5. Time Limits.**

Failure to file or appeal a grievance within the specified time periods shall constitute a waiver of the grievance, and the matter shall be deemed resolved. By mutual written agreement, the parties may extend any and all time limits.

**Section 7.6.**

The failure by the Employer to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next level. Notwithstanding this process, the Employer fully accepts its good faith obligation to process grievances, confer with grievant(s) and UAW representatives and issue written decisions in accordance with the procedure described above.

## **Article 8 – Health and Safety**

### **Section 8.1.**

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.

### **Section 8.2.**

The University shall provide first aid kits, information and training for all Postdoctoral Scholars in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

### **Section 8.3.**

Postdoctoral Scholars shall not be required to work in conditions that pose an imminent danger to health and safety. All work by a Postdoctoral Scholar shall be performed in conformity with applicable safety standards. Should a Postdoctoral Scholar become aware of a condition they believe is unhealthy or dangerous, they shall immediately report the condition to a supervisor and/or the Environmental Health and Safety Department.

### **Section 8.4.**

The University shall supply and maintain all equipment, tools and materials needed to carry out job duties safely.

### **Section 8.5.**

The University shall make reasonable effort to provide and maintain safe buildings and facilities. The University shall assess the hazards to which Postdoctoral Scholars are exposed and provide appropriate personal protective equipment, including protective safety glasses where necessary.

### **Section 8.6.**

The University shall make available training to all Postdoctoral Scholars in first aid, CPR, use of fire extinguishers and disaster preparedness.

### **Section 8.7.**

The University will provide as much advance notice as possible to Postdoctoral Scholars likely to be affected by an asbestos removal project.

### **Section 8.8.**

The University shall provide the Union with a position on the University-wide health and safety committee. The Union-Management Committee shall also be empowered to discuss health and safety issues.

**Section 8.9.**

For Postdoctoral Scholars with a disability, the University will provide job related furniture and equipment that would constitute a reasonable accommodation for the disability. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation.

**Article 9 – Health Care Benefits Amounts****Section 9.1.**

- A. For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.
  - 1. In ways to support value-based benefits designs; and
  - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

- 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
- 2. Use clinical evidence; and
- 3. Be the decision of the PEBB Board.

- C. Article 9.1.B. will expire June 30, 2023.

**Section 9.2.**

- A. The Employer will pay the entire premium costs for each bargaining unit employee eligible for insurance for dental, basic life, and any offered basic long-term disability and dental insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- B. If the PEBB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee eligible for insurance.

## Article 10 – Holidays

### Section 10.1.

Postdoctoral Scholars shall not be required to work on the following holidays that occur during the term of their appointment, except as provided in Section 2 of this Article.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth (June 19th)
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day

These holidays will be observed on the date designated by the University for the University community.

### Section 10.2.

Any Postdoctoral Scholar required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative within the same quarter.

## Article 11 – Individual Development Plans and Progress Assessments

### Section 11.1. Supervisors.

- A. By the time each Postdoctoral Scholar's appointment begins, a primary Supervisor who will fulfill at least the basic mentorship obligations outlined in this Article will be assigned. In many cases the Supervisor is the Principal Investigator (PI) who hires the Postdoctoral Scholar, or the Supervisor may be assigned by the PI, department chair, or other designee. In addition to the Supervisor who is assigned to complete the Individual Development Plans and Progress Assessments, Postdoctoral Scholars may consult with additional career mentors.

### Section 11.2. Individual Development Plans and Performance Expectations.

- A. An individual development plan (IDP) identifies the Postdoctoral Scholar's general research goals, professional development objectives and career objectives. It may also serve as a link to the Supervisor's research goals and thus may serve as a communication

tool between a Postdoctoral Scholar and their Supervisor. In addition to the Supervisor, the Postdoctoral Scholar may consult with additional career mentors in the development of an IDP.

- B. Postdoctoral Scholars may elect to develop an IDP, a Supervisor may require the development of an IDP and some funding agencies may require an IDP. In any case, the Postdoctoral Scholar and their Supervisor shall follow the process outlined below:
- a. The Postdoctoral Scholar may discuss their research goals, general professional development needs and career objectives with the Supervisor and any additional career mentor(s).
  - b. The Postdoctoral Scholar will normally conduct a self-assessment and discuss opportunities for progress with their Supervisor and any additional career mentor(s). The Postdoctoral Scholar will then submit a written draft of the IDP to the Supervisor for discussion.
  - c. The Supervisor will review the IDP and provide advice about possible revisions as needed. The Supervisor will also share knowledge about available development opportunities with the Postdoctoral Scholar.
  - d. If the Postdoctoral Scholar believes the plan requires revision, they will repeat the process starting in 11.2.B.a., above. Goals may change based on evolving research needs.
  - e. The Postdoctoral Scholar and the Supervisor may engage in ongoing discussions regarding the IDP.
- C. 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 Postdoctoral Scholar's research and career progress.
- D. A Postdoctoral Scholar may request that the goals and expectations on which they will be assessed be provided to them in writing. In such circumstances:
- a. The Postdoctoral Scholar shall submit a written draft of the discussed goals and expectations as provided in 11.2.B., above, to the Supervisor for review.
  - b. The Supervisor shall provide the Postdoctoral Scholar with the final goals and expectations against which the Postdoctoral Scholar's progress will be assessed.

### **Section 11.3. Progress Assessments.**

- A. A Progress Assessment is an evaluation of the Postdoctoral Scholar's progress and accomplishments in research and professional development.
- B. Periodic Reviews – The Supervisor and the Postdoctoral Scholar shall periodically engage in informal oral Progress Assessments during their appointment. In these assessments, the Supervisor and the Postdoctoral Scholar generally discuss the Postdoctoral Scholar's

recent research progress and overall research objectives. The structure of the Progress Assessment may vary by discipline.

C. Annual Review – The Supervisor shall provide the Postdoctoral Scholar with at least one written review per twelve (12)-month period. This Annual Review is a comprehensive assessment of the Postdoctoral Scholar’s research progress and professional development during the previous year. The Supervisor may utilize an independently developed or a pre-established form when conducting the Annual Review.

## **Article 12 – Intellectual Property and Academic Rights**

### **Section 12.1.**

Executive Order No. 36 (“Patent, Invention and Copyright Policy”) shall be incorporated into this Agreement in its entirety.

### **Section 12.2.**

The University retains the right to amend, change or alter this and other policies related to intellectual property at any time. The University will notify the Union of any substantive changes.

### **Section 12.3.**

The Union Management Committee shall be empowered to discuss intellectual property.

### **Section 12.4.**

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.

### **Section 12.5.**

Postdoctoral Scholars 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.

### **Section 12.6.**

Ordinarily, Postdoctoral Scholars are not permitted to serve as principal investigators on extramurally sponsored contracts or grant applications. The University recognizes that proposal preparation is an important aspect of most postdoctoral training. 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.

## **Article 13 – Joint Union-Management Committee**

**Section 13.1. Committee Purpose and Membership.**

A Joint Union-Management Committee is established to provide a forum for communications between the two (2) parties and to deal with matters of general Union/Employer concern. The committee's function will be limited to an advisory capacity and shall not include any decision-making or collective bargaining authority.

Committee membership shall consist of up to five (5) bargaining unit employees and a Union staff representative and five (5) Employer representatives to include the Assistant Vice President of Labor Relations or designee.

**Section 13.2. Meetings.**

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.

Agenda items must be provided at least fourteen (14) days in advance of the meeting. If agenda items are not provided at least fourteen (14) days in advance of the meeting either party may cancel the meeting for the quarter.

**Section 13.3. Limitations.**

Committee meeting topics shall be limited to subjects of group rather than individual concern, and the committee shall not discuss grievances properly processed under Article 7 Grievance Procedure of the Agreement. Further, it is not intended that this Article obligate in any way either party to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict or reduce prerogatives of either party otherwise provided in this Agreement.

## Article 14 – Layoff

**Section 14.1.**

The University shall determine when layoffs shall occur. Layoff is defined as an involuntary separation or a reduction in duration of appointment for a Postdoctoral Scholar after the first year of the initial appointment as a result of appropriate funding becoming unavailable.

**Section 14.2.**

In the event of layoff the University shall provide written notification to the Postdoctoral Scholar. Such notice shall be provided at least sixty (60) calendar days in advance of the effective date of the layoff. The University shall provide a copy of the layoff notice to the UAW within five (5) working days of providing the layoff notice to the Postdoctoral Scholar.

**Section 14.3.**

In the event appropriate funding is restored prior to the effective date of the layoff and within the Postdoctoral Scholar's appointment period, the University will offer to reappoint the Postdoctoral Scholar for the remainder of that appointment period.

**Section 14.4.**

In order to mitigate the effects of a layoff, the University will provide advice to the Postdoctoral Scholar in finding an alternate Postdoctoral Scholar appointment for which they are qualified.

**Section 14.5.**

Upon request, the University shall provide the Postdoctoral Scholar who is subject to layoff and the Union a written statement concerning the unavailability of funding that is the reason for the layoff.

**Section 14.6.**

This article does not apply to emergency layoffs due to acts of nature, financial emergencies, or suspension of operations.

## **Article 15 – No Strikes, No Lockouts**

**Section 15.1.**

The University and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of the Agreement, the Employer 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.

**Section 15.2.**

The Union shall act immediately to prevent and bring about an end to activity in violation of this Article. Actions shall include, but not be limited to, advising employees through direct contact, written and/or electronic notice that engaging in prohibited activity may lead to disciplinary action, and stating that individuals so engaged must cease such activity and return to work. Copies of such notice shall be provided to the University.

**Section 15.3.**

Should Union members engage in any unauthorized concerted action, then once the Union members have returned to work and continue working, a Joint Union/Management Committee shall immediately meet in a good faith effort to resolve the dispute.

**Section 15.4.**

Any action of the Employer in closing the University during a general strike, riot or civil disturbance for the protection of the institution, its property or its employees shall not be deemed a lockout.



**Section 15.5.**

Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

**Article 16 – Non-discrimination and Harassment****Section 16.1. Workplace Behavior.**

The Employer and the Union agree that all employees shall work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further the University's business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

**Section 16.2. Discrimination and Harassment.**

No employee shall be subjected to discrimination and harassment. Executive Order (EO) No. 31 is the UW policy that applies to discrimination and harassment. EO 31 currently defines discrimination as conduct that treats a person less favorably because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status. In addition, no employee shall be subjected to discrimination or harassment based on ethnic origin, political affiliation, medical condition or membership or non-membership in a union.

**Section 16.3. Retaliation.**

EO 31 currently prohibits retaliation against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination or harassment, or retaliation or any individual who is perceived to have engaged in any of these actions.

**Section 16.4. Harassment.**

No employee shall be subjected to discrimination in the form of harassment. EO 31 defines harassment as conduct directed at a person because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, disability or veteran status that is unwelcome and sufficiently severe, persistent or pervasive that:

- A. It could reasonably be expected to create an intimidating, hostile or offensive work or learning environment, or
- B. It has the purpose or effect of unreasonably interfering with an individual's work or academic performance. Harassment is a form of discrimination.

**Section 16.5. Sexual Harassment.**

EO 31 currently defines Sexual Harassment as a form of harassment characterized by:

- A. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature by a person who has authority over the recipient when:
- a. Submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status or ability to use University facilities and services; or
  - b. Submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status or use of University facilities; or
- B. Unwelcome and unsolicited language or conduct that is of a sexual nature and that is sufficiently severe, persistent or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment, or has the purpose or effect of unreasonably interfering with an individual's academic or work performance. This also includes acts of sexual violence, such as sexual assault and sexual exploitation.

**Section 16.6.**

The University policy on Workplace Violence will be followed.

**Section 16.7. Complaints.**

A discrimination complaint may be filed as a grievance in accordance with Article 7 of this Agreement and/or with the University Complaint Investigation and Resolution Office (UCIRO). In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance may be suspended for a fixed period of time by agreement of the parties. The suspension of the grievance does not prevent the parties from discussing or entering into a settlement agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through UCIRO.

**Section 16.8. Timeline.**

A grievance alleging a violation of this article must be submitted within one hundred and eighty (180) days of an alleged occurrence.

**Section 16.9. Interim Measures.**

When a grievance or complaint is filed, the University will implement interim measures, if appropriate. Interim measures will be implemented in accordance with University policies and determined by the Employer. Such measures shall be designed to allow the Postdoctoral Scholar to work in an environment free from discrimination.

**Section 16.10. Representation.**

Employees shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance or arbitration process.

**Section 16.11. Diversity.**

The Union and the University are committed to a Postdoctoral Scholar workforce that complies with federal and state laws and University diversity policy. The parties agree that University employment and recruitment practices are an appropriate subject for the Joint Union Management Committee.

**Section 16.12. Lactation.**

The University shall provide accommodation for lactation for Postdoctoral Scholars in accordance with applicable laws and UW policy.

The University shall maintain a webpage listing the established lactation stations of which the University is aware, to include access instructions and what equipment is available at each station (e.g., sink, refrigerator).

**Section 16.13. Bathroom Equity.**

The University shall provide access to gender-neutral bathrooms in accordance with applicable laws and UW policy. The University shall publicize the location of every all-gender bathroom on campus on a website.

## **Article 17 – Orientation**

**Article 17.1.**

At least once per month, the Employer will offer an in-person, new employee orientation that will include a benefits orientation. The orientation will be offered by the Office of Professional and Organizational Development in coordination with the Benefits Office, and the Employer may require new employees from the Seattle Main Campus to attend.

**Article 17.2.**

A Union representative shall be allowed up to thirty (30) minutes with employees during the new employee orientation. Such release time will be subject to the operational needs of the department.

**Article 17.3.**

At least 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 and safety.

**Article 17.4.**

For employees hired into the bargaining unit who do not attend either of the orientations described in 17.1 and 17.2 above, within ninety (90) days of the employee's start date, the Employer will provide the Union access to the employee during the employee's regular work

hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes.

## **Article 18 – Personnel Files**

### **Section 18.1.**

Postdoctoral Scholars shall be notified of the identity of the custodian of their personnel files. The custodian will be responsible for identifying the location and process for accessing the file.

### **Section 18.2.**

Postdoctoral Scholars have the right to examine all materials in their files that are not non-disclosable pursuant to state and/or federal laws and, upon written request to the file custodian, will be provided a copy of any materials in those files. The personnel file will be made available for review by the Postdoctoral Scholar and/or the Postdoctoral Scholar's designated person upon written request to the file custodian within three (3) workdays of the request.

### **Section 18.3.**

Postdoctoral Scholars shall have the right to request removal or correction of inaccurate materials from their personnel files, attach a concise statement in response to any item in the files and/or request removal of inappropriate material from the files.

### **Section 18.4.**

No grievance materials shall be placed in an individual's personnel file. Grievances shall not be referenced unless necessary for payroll, leave, or other similar legitimate business purposes.

### **Section 18.5.**

No individually identifiable information in the personnel file of a Postdoctoral Scholar, including supervisory job performance evaluations, shall be made publicly available except as required under state and/or federal law.

### **Section 18.6.**

The Union shall be provided access to bargaining unit member personnel files with the written consent of the individual Postdoctoral Scholar. A copy shall be provided upon request.

## **Article 19 – Professional Development and Career Counseling**

### **Section 19.1.**

A reasonable portion of paid work time shall be allocated to professional development activities.

**Section 19.2.**

The University will provide access to professional development and/or career counseling programs to Postdoctoral Scholars. The topics of these programs, which are determined by the University, may be similar in nature to those currently available and address development for careers both in and outside of Academia. Professional development services available through the Career and Internship Center and the Graduate School will also be available to Postdoctoral Scholars.

**Section 19.3.**

Nothing will preclude the University from enhancing the professional development and/or career counseling programs or the professional development lectures/workshops provided to Postdoctoral Scholars.

**Section 19.4.**

Postdoctoral Scholars may request to take part in professional development activities, including but not limited to conferences, career fairs, courses and workshops. These activities must be authorized in advance by the supervisor and the department with appropriate funding sources identified. Subject to available funding, the University shall cover allowable and approved expenses. For Postdoctoral Scholars who have extramural or designated fund allowances, these funds shall be used before and/or with University resources.

**Article 20 – Retirements Benefits**

In accordance with University policy and the Washington State Department of Retirement Systems, employees 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. Participation and Contributions to these plans will be based on the terms and conditions of the plan as determined by the UW Board of Regents and the Washington State Department of Retirement Systems (DRS).

**Article 21 – 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.

**Article 22 – 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.

## **Article 23 – Time and Effort Commitment**

### **Section 23.1.**

Postdoctoral Scholars are appointed with the expectation that they will have a full time involvement in scholarly pursuits.

### **Section 23.2.**

The workweek for full-time exempt appointees is normally at least forty (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 on 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 forty (40) hours in a week.

### **Section 23.3.**

Full-time Postdoctoral Scholars do not receive overtime compensation or compensatory time off.

## **Article 24 – Time Off and Leave**

The provisions of this Article shall not apply to any Postdoctoral Scholar appointed on a grant or contract that restricts the Postdoctoral Scholar's time off or leave or requires time off or leave to comply with the specific conditions of the grant or contract. Similarly, if a grant or contract provides more generous leave and time off benefits than the Agreement, the Postdoctoral Scholar shall be entitled to the benefits in the contract or grant. The provisions of this Article shall supersede any other leave benefits that apply to Postdoctoral Scholars with a dual faculty appointment.

### **Section 24.1. Bereavement Time Off.**

In the event of the death of a Postdoctoral Scholar's family member, a Postdoctoral Scholar shall be granted time off with pay. The amount of paid time off shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) days. If additional time off is needed, the Postdoctoral Scholar may request the use of available vacation or sick time off. The Postdoctoral Scholar must inform the supervisor as soon as possible of the need for bereavement time off. Family member is defined in Section 24.6.

**Section 24.2. Vacation Time Off.**

Postdoctoral Scholars will receive twenty-one (21) days of paid vacation time off at the beginning of the month following the start of each one (1) year appointment period. For appointment periods of less than one (1) year, Postdoctoral Scholars will receive the prorated number of paid vacation days. Unused vacation time off shall lapse twelve (12) months from the date it was received and at the expiration of each appointment period. Unused vacation time off is not paid at separation, does not transfer between employment programs and is not eligible for shared leave donation.

**Section 24.3. Vacation Scheduling.**

All vacation time off requests must be submitted according to departmental policy and be approved by the Supervisor prior to commencement. Additional approval may be required if applicable. The Employer will make every effort to honor vacation requests that are made in a timely manner.

**Section 24.4. Sick Time Off.**

Postdoctoral Scholars will receive one (1) day of paid sick time off for every month of appointment. Paid sick time off will be preloaded annually and available at the beginning of the month following the start of the appointment. Up to twelve (12) days of unused sick time off will carry forward to the next appointment year. Unused sick time off is not paid at separation, does not transfer between employment programs, and is not eligible for shared leave donation. Former eligible employees who are re-employed in the bargaining unit within thirty (30) days of their separation from service shall be granted up to twelve (12) days of all unused sick time off at the beginning of the month following the start of their next appointment.

**Section 24.5.**

Sick time off may be used for the following:

- A. Personal illness, disability or injury (including illness or disability due to pregnancy), childbirth or to recover from childbirth.
- B. Personal medical, dental or optical appointment.
- C. To care for a child (as defined in Family Member below) of the Postdoctoral Scholar who has a health condition that requires treatment or supervision.
- D. To care for the Postdoctoral Scholar's seriously ill family member.
- E. To accompany a family member to medical, dental or optical appointments where the Postdoctoral Scholar's presence is required. The Postdoctoral Scholar must make advance arrangements with the supervisor for such absences.
- F. Bereavement or condolence – see Bereavement Time Off for details.

**Section 24.6. Family Member.**

For purposes of this section, "family member" means any of the following:

- A. A child, including a biological, adopted, or foster child; stepchild; or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- B. A biological, adoptive, de facto, or foster parent; stepparent; or legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A registered domestic partner;
- E. A grandparent;
- F. Individuals in the following relationships with the employee's spouse or domestic partner: child, parent or grandparent;
- G. A grandchild; or
- H. A sibling

### **Section 24.7. Faith and Conscience Time Off.**

In accordance with RCW 1.16.050, Postdoctoral Scholars will have the option to take up the two (2) unpaid holidays per calendar year for a reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church or religious organization.

To take unpaid time off under the statute, Postdoctoral Scholars must consult with their Supervisor and use their department's procedure for making advance leave requests. The Postdoctoral Scholar will need to inform their Supervisor that the requested unpaid day(s) is for a reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church or religious organization.

The Supervisor can only deny a Postdoctoral Scholar's requested day(s) off if the Supervisor determines that the requested time off would impose an undue hardship or the Postdoctoral Scholar's presence is necessary to maintain public safety. Undue hardship is defined in Washington Administrative Code (WAC) 82-56-020. Postdoctoral Scholars may be asked to provide verification for their unpaid time off request.

The Employer will allow an employee to use vacation time off in lieu of leave without pay. All requests to use vacation time off must indicate that the leave is being used in lieu of leave without pay for a reason of faith or conscience.

### **Section 24.8. Washington Family Medical Leave Program (PFML) effective January 1, 2020.**

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020, and eligibility for an approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, the parties will meet and bargain the effects of the changes.



Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of sick time off, vacation time off, personal holiday, holiday credit, or holiday taken time off. The University has also elected to offer supplemental benefits in the form of bereavement time off when the employee is qualified for PFML family leave per RCW 50A.05.010 10(d).

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

### **Section 24.9. Personal Holiday.**

Employees are entitled to one (1) paid holiday per calendar year. Personal Holidays will be requested, scheduled and approved in accordance with Article 24.3 Vacation Scheduling.

### **Section 24.10. Unpaid Leave of Absence.**

The University may grant a Postdoctoral Scholar an unpaid Personal Leave of Absence at its sole discretion. Such leave shall not continue beyond the end of the Postdoctoral Scholar's appointment. Personal Leave without Pay shall not be considered a break in service.

## **Article 25 – Titles and Classifications**

### **Section 25.1. General Provisions.**

The bargaining unit includes all Postdoctoral Scholars employed by the University of Washington excluding confidential employees; employees covered by Chapter 41.76 RCW; employees privileged as attending physicians within the context of their University responsibilities; employees enrolled in clinical residency and fellowship programs in the health sciences; employees engaged in research related to their clinical training program; individuals employed by non-University entities (e.g., individuals paid directly by Howard Hughes Medical Institute, the Veterans Administration, Fred Hutchinson Cancer Research Center and the U.S. Military); and all other employees.

Postdoctoral Scholars are defined as individuals who

- A. Have received a doctoral degree (Ph.D. or equivalent); and
  - a. The University shall grant exceptions where individuals present documentation satisfactory to the University confirming completion of degree requirements;
  - b. If an exception is granted, the individual will be appointed into a Postdoctoral Scholar appointment title on a conditional basis until the degree conferral documentation requirements are fulfilled, which shall not extend beyond twelve (12) months of appointment. Confirmation of completion of degree requirements and the date the degree will be conferred must be sent directly from the institution

where the degree is being conferred. Confirmation documentation must consist of an official signed letter from the Registrar's Office, graduate college or other appropriate administrative unit. If a degree is not conferred or the Postdoctoral Scholar does not provide evidence of degree conferral on or after the specified degree conferral date, the University shall notify the Postdoctoral Scholar. If the University does not thereafter receive evidence of degree conferral, the conditional appointment as a Postdoctoral Scholar will terminate.

- B. Are appointed for a temporary and defined period not to exceed five (5) years, including postdoctoral experience(s) at other institutions, as determined by the University. Under extraordinary circumstances (e.g. family leave or personal illness), the University may grant an exception to this limit; and
- C. Are engaged in full-time mentored advanced training to enhance professional skills and research independence; and
- D. Perform primarily research and scholarship under the direction and supervision of University faculty mentors.

## **Section 25.2. Bargaining Unit Classifications.**

The postdoctoral collective bargaining unit includes those UW employees who meet the definition of Postdoctoral Scholar under Section 25.1 and shall be appointed to the titles of:

### *Postdoctoral Scholar (21641)*

An appointment is made in the title "Postdoctoral Scholar" when the agency funding the salary requires or permits the appointee to be an employee of the University, or whenever General Funds or other University discretionary funds are used to support the position.

- A. The Employer may designate individual Postdoctoral Scholars as "conditional." Conditional Postdoctoral Scholars (21645) will be appointed on a conditional basis until the degree conferral documentation requirements are fulfilled, which shall not extend beyond twelve (12) months of appointment.

### *Postdoctoral Scholar – Fellow (21642)*

An appointment is made in the title "Postdoctoral Scholar – Fellow" when the Postdoctoral Scholar has been awarded a fellowship or traineeship for postdoctoral study by an extramural agency and the fellowship or traineeship stipend is paid either directly or through a University account.

- A. The Employer may designate individual Postdoctoral Scholar Fellows as "conditional." Conditional Postdoctoral Scholars Fellows (21644) will be appointed on a conditional basis until the degree conferral documentation requirements are fulfilled, which shall not extend beyond twelve (12) months of appointment.

### *Interim Postdoctoral Scholar (21643)*

An appointment is made in the title "Interim Postdoctoral Scholar" for UW graduate students who recently obtained their PhD degree or equivalent and who request this title for a short-term appointment to complete an existing project from their graduate educational programs before moving on to other employment. When the University appoints a Postdoctoral Scholar in the Interim Postdoctoral Scholar title, the appointment shall be for less than six (6) months. While Postdoctoral Scholars may be appointed more than once to (21643), no one shall be appointed in (21643) for more than a cumulative total of six (6) months in one or multiple appointments. Should an Interim Postdoctoral Scholar (21643) be appointed as a UW Postdoctoral Scholar (21641) or Postdoctoral Scholar – Fellow (21642) at the conclusion of the interim appointment, their hire date shall remain the original date of appointment into the interim title.

Time spend working in this classification shall count towards the five (5) year maximum eligibility criteria for Postdoctoral Scholars, as specified in Section 25.1.B. of this Article.

## **Article 26 – 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.

## **Article 27 – Transportation**

### **Section 27.1. University Transportation Committee (UTC)**

The UTC will designate one (1) permanent position on the committee to a Union selected Postdoctoral Scholar. Their appointment and term will be coordinated by the Union.

### **Section 27.2. Notice.**

The University agrees to inform the Union as soon as 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.

### **Section 27.3.**

Postdoctoral Scholars shall have access to the same parking related services and programs that are available to, and on the same basis as, full-time staff of the University. The Union may raise issues and concerns about the University's parking program at Joint Union-Management Committee meetings.

## Article 28 – 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.

## Article 29 – Union Rights

### Section 29.1.

Each pay period UW shall provide the following four (4) reports electronically in EXCEL format:

#### A. Total Compensation and deductions

- a. Name
- b. Home Address
- c. Home phone
- d. Cell phone
- e. Work phone
- f. Work location (building)
- g. Work location (address)
- h. Work station or office (suite and/or number)
- i. Employee ID number
- j. Personal Email
- k. UW email
- l. UW mailbox
- m. Employment status
- n. Employment status effective date
- o. Job classification
- p. Department
- q. Pay grade
- r. Pay step
- s. Pay rate salary
- t. Hourly rate
- u. Supervisor
- v. Supervisor email
- w. Race
- x. Gender
- y. DOB
- z. Date of hire
- aa. Job title
- ab. Job class code
- ac. Shift

- ad. Deduction amount dues
- ae. Deduction amount fees
- af. Deduction amount other
- ag. Deduction amount VCAP
- ah. Total wages for the pay period
- ai. Total base pay for pay period
- aj. Total overtime pay for pay period
- ak. Total overtime hours per pay period
- al. Total hours worked in the pay period
- am. Days in the pay period
- an. Total hours for each class/type of differential and or/ premium pay for the pay period
- ao. Total wages for each class/type of differential and or/ premium pay for the pay period
- ap. Total wages year to date
- aq. Pension plan enrollment (which plan)
- ar. Position number
- as. Medical plan enrollment (which plan)
- at. Bargaining Unit
- au. Total FTE
- av. Anniversary date (step date)
- aw. Employment status (regular full time, regular part time, hourly, fixed duration part time, fixed duration full time)

#### B. All appointment list

All information above with wages and codes organized by appointment including:

- a. Id by each worker
- b. Appointment budget number(s)
- c. Beginning date
- d. End date
- e. Department and/ or hiring unit
- f. College/Org name
- g. Job Classification
- h. Job Classification Code
- i. Full time salary or hourly rate
- j. Appointment/FTE Percentage
- k. Appointment status
- l. Appointment term
- m. Distribution line information
- n. Position number
- o. Earnings in last pay cycle

p. Hours worked in last pay cycle

q. FTE in last pay cycle

#### C. Change Report

a. Name

b. Job classification

c. Job classification code

d. Department

e. Employee ID

f. Original hire date

g. Status change date

h. Termination/separation date if any

i. Reason for status change, nature of status change

j. Reason for termination/separation

k. LOA effective date

l. Nature of LOA

m. New hire date

n. New Hire

#### D. Vacancy Report

a. Position Number

b. Job Classification

c. Date of vacancy

d. Elimination date of vacancy

e. Reason for elimination (filled, deleted, transferred to a different classification/status)

### **Section 29.2.**

Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

### **Section 29.3.**

In accordance with University/Department policy on access, representatives of the UAW shall be permitted access to employees' work spaces for the performance of official Union business. Union representatives will not engage in any disruption of University operations, interfere with the assignment and direction of employees or in any way impede the discharge of any employee's duties and responsibilities.

### **Section 29.4.**

The University agrees to furnish conference and/or meeting rooms for Union meetings upon prior request by the Union in accordance with University policy and cost.

**Section 29.5.**

The Union may designate a number of stewards appropriate to the size of the unit who shall be members of the bargaining unit. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable paid release time to meet with University representatives and process the grievance. Time off for processing a grievance shall be granted to a steward by a supervisor following a request, but in consideration of job responsibilities. If permission for time off cannot be granted, the University shall arrange for release time off at the earliest possible time thereafter. The University will work in good faith to find ways to allow Postdoctoral Scholars designated as stewards the time necessary to perform their responsibilities, which may include a reduced work assignment for the Postdoctoral Scholar. The Union will work in good faith with the University in the designation of stewards so as to avoid appointing a steward in situations that would create a hardship to the University. Stewards shall remain responsible for fulfilling all of their postdoctoral employment duties and responsibilities. Postdoctoral Scholars shall comply with their PI or supervising manager's normal procedures for notifying the PI or supervising manager and obtaining permission for such time, provided that permission shall not be unreasonably withheld.

**Section 29.6.**

The Union will submit to the Office of Labor Relations the name of each steward and the assigned jurisdiction of the steward. In the event of a re-designation of stewards, notice shall be provided to the University at least two (2) days prior to the date such steward is recognized. Stewards will only process grievances within their steward jurisdiction, unless otherwise mutually agreed.

**Section 29.7.**

The University shall provide paid release time without loss of pay for up to five (5) Postdoctoral Scholars (no more than one [1] per department), designated by the Union for the purpose of bargaining a replacement agreement during normal working hours, provided that such representatives shall remain responsible for fulfilling all of their postdoctoral employment duties and responsibilities. Release time shall only apply to bargaining sessions with the Employer. Postdoctoral Scholars shall comply with their PI or supervising manager's normal procedures for notifying the PI or supervising manager and obtaining permission for such time, provided that permission shall not be unreasonably withheld.

**Section 29.8.**

The University will provide a bulletin board space for the Union in those departments where Postdoctoral Scholars work.

**Section 29.9. New Postdoctoral Scholar Rights.**

- A. The University shall provide each new Postdoctoral Scholar, at the same time as providing forms required for new employment (e.g. W4 and I9), introductory materials from the Union, including a Union Membership Election Form and Voluntary Community Action Program (VCAP) form.
- B. In exceptional situations where the Postdoctoral Scholar has completed other required employment forms before they are hired into the bargaining unit, the University shall provide introductory materials from the Union, including a Union Membership Election Form and VCAP form, at the time they are hired into the bargaining unit.
- C. The University will make every reasonable effort to have completed Membership Election Forms and VCAP forms returned to the Union within ten (10) calendar days of receipt and to notify the Union within ten (10) calendar days of all new Postdoctoral Scholars hired to include name, home department/hiring unit, job code, home address, mail stop, Employee Identification Number and appointment start date. The University shall meet with the Union to develop the method of notification.

## **Article 30 – Union Security**

### **Section 30.1. Union Membership.**

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.

### **Section 30.2.**

Upon ratification of this Agreement, the Union shall notify all employees of the option that they may join the Union. The notice shall include an application for Union membership card and a dues authorization card. The notice shall be provided to all employees both electronically and in hard copy.

- A. The Union shall transmit to the Employer, by the cut-off date for each payroll period, the name and Employee ID number of employees with new or changed deduction authorizations.

### **Section 30.3.**

Upon notification from the Union of an employee's written authorization, the University shall deduct Union dues from each paycheck and remit the same together with a list of names of the employees from whom deductions were made. The list shall contain: the employee's name, unique ID number, home department, amount of dues/ initiation fees/VCAP deducted and gross wages. The University shall transmit this data in electronic format.

### **Section 30.4.**

Payroll deduction notifications will be processed in the pay period received. Payroll deduction notifications received by the deduction cutoff deadline for a pay period will be processed for



the payday that corresponds to that pay period. The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status. The University will determine the deduction cutoff deadline for each pay period and inform the Union in writing of all such deadlines, or changes to deadlines, as soon as is practicable but no later than two (2) weeks prior to the implementation of a new deadline.

### **Section 30.5.**

The University shall electronically transmit to the Union on the first bank working day after each payday all dues, initiation fees and VCAP deducted for that pay period.

### **Section 30.6.**

The Union specifically agrees that the University shall assume no obligation other than that specified in this Article, or any financial liability, including the payment of any retroactive dues/service fees, arising out of the provisions of this Article. Further, the Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions or proceedings by any person or entity arising from any deductions made or other actions taken under this Article. This indemnification includes the cost of representation.

### **Section 30.7.**

If an employee contacts the University to request that payroll deduction be ended, the University will promptly refer the employee to the Union to process the request. The University may request a copy of an employee's signed card at any time.

## **Article 31 – Voluntary Community Action Program (VCAP)**

Upon presentation of a legible signed authorization form executed by an employee, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

- A. The authorization form must be mutually agreed upon by the parties and contain specific UW payroll language as determined by the University. If the authorization form is not legible, as determined at the sole discretion of the University, the form will be returned for clarification.
- B. The employee must be an active dues-paying member for the VCAP deduction to occur.
- C. The VCAP deduction must be in a flat dollar amount and shall either be deducted from the employee's first paycheck of the month or will be divided equally between the two monthly paychecks, as determined by the University.
- D. This provision is for regular recurring payroll deductions and shall not be used for one (1)-time deductions.
- E. An employee may discontinue the VCAP deductions at any time upon written notification to the Payroll Office.

- F. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW VCAP on a monthly basis. The remittance listing for this deduction will be added to the Union deduction information already provided to the Union.
- G. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University on account of any deduction made from the wages of such employee.

## Article 32 – Wages

### Section 32.1. General Provisions.

- A. The University may provide compensation to individual Postdoctoral Scholars at rates above those stipulated in this Article.
- B. When the requirements of the sponsoring agency exceed the terms of this Article, the requirements of the sponsoring agency shall control all salary/stipend adjustments.
- C. The provisions of this Article shall not apply to any Postdoctoral Scholar appointed on a grant that restricts that Postdoctoral Scholar's remuneration to only the pay received by the grant.

### Section 32.2. UW Postdoctoral Scholar Experience-Based Salary Scale.

The Postdoctoral Scholar salary/stipend minimum rates are provided in the Table 1 below. The minimum rates are graded based on duration of prior relevant postdoctoral experience (both with the University and other institutions) at the time of appointment as determined by the Employer.

*Table 1. Postdoctoral Scholar experience-based salary scale (effective until June 30, 2021)*

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*

\*by exception

The following experience-based salary schedule will apply to new appointments, reappointments or anniversary dates (whichever comes first) made on or after July 1, 2021.

*Table 1. Postdoctoral Scholar experience-based salary scale (effective July 1, 2021)*

<b>Postdoctoral experience level</b>	<b>Minimum annual full-time salary equivalent</b>
0 (0 – 11 months)	\$ 53,760
1 (12 – 23 months)	\$ 54,144
2 (24-35 months)	\$ 54,540
3 (36- 47 months)	\$ 56,712
4 (48 – 59 months)	\$ 58,608
5 (60-71 months)*	\$ 60,780

\*by exception

### **Section 32.3. Individual Postdoctoral Scholar Salary Increases.**

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 defined as one (1) calendar year of continuous employment from their most recent appointment date.

- A. Postdoctoral Scholars 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.
- B. 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. This section expires June 30, 2021.
- C. Effective July 1, 2021, Postdoctoral Scholars whose salary rate exceeds their experience-based Postdoctoral Scholar salary/stipend minimum scale may receive a salary/stipend increase on the anniversary date of their appointment at the University's sole discretion.
- D. In the event that a Postdoctoral Scholar is awarded extramural funding—or is named as personnel on a grant or other extramural funding source—that supports a higher salary/stipend than the Postdoctoral Scholar receives at the time of award, and the supervisor has authorized a salary increase subject to departmental approval, the Postdoctoral Scholar salary/stipend will increase to the new rate on the next available pay period following the effective date of the departmental decision. The effective date of the

increase shall become the Postdoctoral Scholar's new anniversary date for the purposes of Section 32.3 of this Article.

#### **Section 32.4. Retention.**

For the purpose of retention, the Employer may enter into individual agreements at any time with Postdoctoral Scholars regarding salary increases.

## **Article 33 – Workspace and Materials**

Postdoctoral Scholars shall have access to required facilities, equipment and materials. Such access shall not be unreasonably denied.

## **Article 34 – Duration**

This Agreement shall become effective February 1, 2021 or upon ratification, whichever is later, and remain in force through January 31, 2023.

Successor Agreement bargaining shall commence no later than October 16, 2022.

## **Memoranda of Understanding**

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### **MOU – Empowering Prevention and Inclusive Communities (EPIC) Training**

During negotiations, the parties reached agreement on the following regarding Sexual Harassment:

- A. The parties agree that the Employer will make the EPIC training that is currently available to the Academic Student Employees also available to Postdoctoral Scholars.
- B. Trainings for Academic Student Employees and Postdoctoral Scholars will be held jointly and scheduled at mutually agreeable dates and times.
- C. The Employer will provide .2 FTE appointment/assignments for up to three (3) Postdoctoral Scholar trainers per calendar year.
- D. The University and the Union shall jointly agree upon the Postdoctoral Scholars to be designated as trainers.
- E. The parties may mutually agree to utilize the funds dedicated for this FTEs listed above in a different manner in support of the EPIC program

This MOU expires on January 31, 2023.

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### **MOU – Immigration Status and Visas**

During negotiations, the parties reached agreement on the following regarding *Immigration Status and Visas*:

- A. The Union and University shall meet up to four (4) times in the calendar year following ratification to discuss issues arising from International Postdoctoral Scholar employment, immigration status and visas. The parties may add additional meetings by mutual agreement.
- B. The Employer will make a good faith effort to process visa paperwork in the control of the Employer in a timely manner. The Union may escalate concerns regarding timely processing to Labor Relations (laborrel@uw.edu).
- C. International Grievants Who Are Dismissed
  - a. If the grievant was required to leave the country prior to the arbitration hearing due to a change in visa status as a result of the grieved action, but elects to participate in person on a travel visa, upon request the University will assist in obtaining the travel visa by providing the form letter in Attachment A.
  - b. If the arbitrator makes the determination that the grievant was not dismissed for just cause, the employing unit shall reimburse for actual travel costs incurred, for the grievant only, to appear at the hearing. Such reimbursement by the employing unit shall be limited to a travel visa and airfare, in accordance with University Travel Policy.
  - c. If the arbitrator upholds the dismissal, the Union shall be responsible for reimbursement of travel costs to the grievant.

Attachment A:

DATE

Dear \_\_\_\_\_:

University of Washington and UAW 4121 have agreed to a collective bargaining agreement for Postdoctoral Scholars at UW. As part of that agreement, Postdoctoral Scholars have the right to participate in a hearing by a neutral, independent arbitrator to resolve disputes over termination of their employment. As such, the Union and University request that the U.S. Department of State facilitate providing a visitor visa to \_\_\_\_\_ (name of Postdoctoral Scholar) who worked at UW from \_\_\_ to \_\_\_ (dates of employment) as a Postdoctoral Scholar, so that they can participate in the arbitration hearing on \_\_\_\_\_ (dates) at the University of Washington regarding their termination from University employment.

Thank you in advance for your assistance.

Sincerely,

\_\_\_\_\_  
 Name  
 \_\_\_\_\_

\_\_\_\_\_  
 Name  
 \_\_\_\_\_

Title, Labor Relations,  
University of Washington President, UAW 4121

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### **MOU – Postdoctoral Scholar Paid Direct**

During negotiations, the parties reached agreement on the following regarding a healthcare stipend for postdoctoral scholars paid direct. Effective on the first available pay period ninety (90) days following ratification the Employer will implement the following:

I. Individuals receiving a majority of their stipend or salary directly from a non-University funding source (such that the individual is not eligible for PEBB healthcare) will receive a stipend of five hundred dollars (\$500) per month from the University, unless the funding source for their principal salary/stipend stipulates that it (or any supplemental stipend provided by that funding source) is intended to cover items including discretionary, personal expenses such as healthcare related costs. The University stipend is intended to help defray costs for individual or family health insurance (any combination of medical, vision, and/or dental), whether purchased as a group or individual plan, and is ultimately spent at the recipient's discretion.

II. The University will create a new job code Postdoctoral Scholar Paid Direct and place eligible Postdoctoral Scholars into the new job code to facilitate payment of the stipend.

This MOU expires on January 31, 2023.

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### **MOU – Time Reporting**

During negotiations, the parties reached agreement on the following regarding Time Reporting:

Postdoctoral Scholars are currently full-time overtime-exempt professional appointees. Should changes to the federal or state overtime eligibility regulations alter the overtime-exempt status of any of the Postdoctoral Scholars covered by this agreement, either party may re-open Article 23 Time and Effort Commitment. The parties agree that in accordance with state and federal law, the Employer may require overtime-eligible employees to accurately report time worked using either a positive time or exception time reporting process as determined by the Employer. In the event that either party provides notice to re-open Article 23 Time and Effort Commitment, both parties agree to begin bargaining within seven (7) days of the notice. Topics of bargaining may include but not be limited to the following: overtime approval procedures and meal and rest breaks scheduling.

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### **MOU – Transportation**

During negotiations, the parties reached agreement on the following regarding *Transportation and U-Pass*:

Effective July 1, 2019, bargaining unit employees will not be charged a fee for a U-PASS.

This MOU expires on January 31, 2023.

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### **MOU – Wage Reopener**

During negotiations, the parties reached agreement on the following regarding *Wage Reopener*:

Wage Reopener: If the University implements merit increases for professional staff between July 1, 2021 and December 31, 2022, the Union may reopen Article 32 Wages and bargain economic terms for Postdocs paid above the minimum pay scale who have not received an increase since July 1, 2021.

This MOU expires on December 31, 2022.

## **Side Letter**

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### **Side Letter A – Workday Rosters/Reports**

The parties will meet to discuss and complete any necessary updates to the contract provisions regarding Union rosters in Article 30 Union Rights. The parties acknowledge that the implementation of Workday has resulted in some variances in the content of the agreed upon four (4) reports, and the parties will work together to resolve the differences between the current Union roster contents and the contract.

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