



### **Tentative Agreement Summary:**

#### **University of Washington and UAW Local 4121 (Postdoctoral Scholars)**

*This summary was prepared on June 2, 2019. It is a summary only and not intended to be a substitute for the complete tentative agreement. The complete text of each article of the Tentative Agreement can be accessed [here](#).*

***Note: All contract articles below are enforceable through the contractual grievance procedure, which includes neutral third party arbitration and the right to representation by an elected peer Union representative.***

| <b>Article Title</b>            | <b>Summary</b>   |
|---------------------------------|--|
| Preamble                        | The Union and University (UW) agree to this collective bargaining agreement to promote a harmonious and cooperative relationship.  |
| Purpose and Intent              | Parties agree to negotiate over all mandatory subjects of bargaining.  |
| Recognition                     | UW recognizes the Union as the exclusive bargaining representatives for Postdocs.  |
| Appointments and Reappointments | <p>Postdoc appointments are full-time and limited term. Postdocs can always be appointed for longer than established minimums.</p> <p>Minimum appointment length is one-year except for Interim Postdocs (see Titles and Classifications). Reappointment length is one year unless certain conditions apply (insufficient funding or project is less than one year; visa limitations; eligibility to be placed in Postdoc title is exhausted).</p> <p>Written notice of appointment must be provided to the Postdoc no later than 7 days after start of appointment and no less than 30 days prior to the start of reappointment. Notice must include critical information such as wages, applicable benefits, rights and protections under the CBA, and more.</p> <p><i>See also Titles and Classifications</i></p> |

|                                 |  |
|---------------------------------|--|
| Childcare                       | UW will create a fund to assist in childcare expenses that consists of \$30,000 per year. UAW will determine eligibility criteria and funds will be available in 2020 (and distributed in December 2020).  |
| Corrective Action and Dismissal | <p>Corrective action or dismissal can only be pursued for just cause (a set of standards that are widely recognized to ensure non-arbitrary and fair creation and application of rules).</p> <p>Corrective Action and Disciplinary process proceeds through stages: letter of warning, followed by possible suspension, followed by possible dismissal. Postdoc has the right to Union representation throughout the process.</p> <p>Any Postdoc facing dismissal is entitled to a meeting and a full written summary of reasons for termination no later than 30 days prior to the proposed termination date (unless in cases involving misconduct).</p> <p>Postdocs who are disciplined or discharged have the right to file a grievance starting at Step 2 of the Grievance Procedure (see below).</p> <p>UW may place a Postdoc on paid administrative leave to investigate allegations of misconduct, violations of policy or dereliction of duty. Such leave will not create a record in the Postdoc's personnel file if no corrective action is taken.</p> <p><i>See also: Grievance Procedure; MOU: Immigration Status and Visas</i></p> |
| Duration                        | Agreement becomes effective upon ratification and will expire on January 31, 2021 (three months prior to when the current Academic Student Employee contract expires). Bargaining for the successor contract shall commence no later than October 16, 2020.  |
| Grievance Procedure             | <p>This dispute resolution process applies to all terms of the contract. It defines a grievance and provides the following steps for resolving disputes:</p> <p>Step 1: Grievance is filed and meeting takes place with Principal Investigator, first level supervisor, or designee.</p> <p>Step 2: If response to Step 1 is not satisfactory or bypassed, appeal can be made to Department Chair or Dean and Assistant Vice President of Labor Relations.</p>   |

|                              |   |
|------------------------------|---|
|                              | <p>Mediation: If a settlement is not reached, UW and Union may mutually agree to request mediation from Public Employment Relations Commission.</p> <p>Step 3: If the grievance is still not resolved, the matter may be appealed to a neutral third party arbitrator, chosen from panel of 5 mutually-selected individuals. The arbitrator's decision is final and binding. The arbitrator does not have jurisdiction to render a decision that contradicts or changes the terms of the collective bargaining agreement.</p>   |
| Health and Safety            | <p>UW shall make reasonable efforts to maintain in safe working condition the workplace and equipment required to carry out assigned duties.</p> <p>Postdocs shall not be required to work in conditions that pose an imminent danger to health and safety.</p> <p>UW shall supply and maintain all equipment, tools and materials, and shall provide first aid kits, information and training needed to carry out job duties safely.</p> <p>A Union representative will have a position on the University-wide health and safety committee.</p> <p>UW will provide job related furniture and equipment that would constitute reasonable accommodation.</p> |
| Health Care Benefits Amounts | <p>All eligible Postdocs will receive insurance each month through the Public Employee Benefits Board (PEBB) and UW will contribute 85% of the total weighted average of the projected medical premium.</p> <p>Point of service costs of the PEBB Uniform Medical Plan may only be changed to support value-based benefits designs or to comply with changes in federal law.</p> <p>UW will pay entire premium costs for eligible Postdocs for basic life, long-term disability, and dental insurance. If PEB Board authorizes stand-alone vision coverage, UW will pay the entire premium costs for eligible Postdocs.</p>                                 |
| Holidays                     | <p>Postdocs shall not be required to work on designated holidays, or may arrange for a mutually agreeable alternative.</p> <p><i>See also Time Off and Leave</i></p>  |

|   |   |
|---|---|
| Individual Development Plans and Progress Assessments | <p>Establishes that a Supervisor who will fulfill basic mentorship obligations will be assigned to the Postdoc. Postdocs also have the right to additional mentors.</p> <p>All Postdocs have the right to create an individual development plan (IDP) to identify general research goals, professional development objectives and career objectives.</p> <p>Supervisor and Postdoc will engage in periodic progress assessments and the Supervisor shall provide at least one written review per 12 month period.</p>   |
| Intellectual Property and Academic Rights             | <p>All of University Executive Order 36 is incorporated into the collective bargaining agreement. UW retains the right to change this or other policies and will notify the Union of any changes.</p> <p>Establishes that Postdocs have the same rights as other employees with respect to intellectual property.</p> <p>Postdocs may serve as Principal Investigators on extramurally sponsored contracts or grants upon prior approval by UW.</p>   |
| Joint Union-Management Committee                      | <p>Establishes a forum to deal with matters of general concern that are not grievances. Committee can meet upon request once per academic quarter.</p>  |
| Layoff  | <p>Layoff is an involuntary separation or reduction in duration of a Postdoc's appointment as a result of appropriate funding becoming unavailable.</p> <p>Layoff may only happen after the first year of initial appointment.</p> <p>Postdoc will be provided a minimum of 60 days notice of layoff and has the right to request a written statement explaining why funding is unavailable. Postdoc will also be provided advice about finding an alternate Postdoc appointment.</p> <p>If funding is restored prior to the effective date of the layoff and within Postdoc appointment period, UW will offer Postdoc funding for the remainder of the period.</p> <p>All of this does not include emergency layoffs (due to acts of nature, financial emergencies or suspension of operations).</p> |

|  |   |
|--|---|
| Management Rights and Responsibilities | Employer retains rights unless expressly modified by the collective bargaining agreement.   |
| No Strikes, No Lockouts                | <p>During the life of the Agreement, the Employer shall not lock out any employees and the Union shall not authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown, or other curtailment of work.</p> <p>Establishes a process for the Union to prevent and bring about an end to activity in violation of this Article.</p>  |
| Non-Discrimination and Harassment      | <p>Postdocs shall not be subject to discrimination or harassment (including sexual harassment), as defined in current University policy (Executive Order 31) and this Article. All Postdocs have the right to work in an environment that fosters mutual respect and professionalism, and Postdocs shall not be subjected to harassing conduct that could reasonably be expected to create an intimidating, hostile, or offensive work or learning environment or unreasonably interferes with work or academic performance.</p> <p>A Postdoc can file a complaint using the Grievance Procedure (see above) and/or through the University's internal complaint investigation office (UCIRO), and/or through appropriate federal or state agencies. Retaliation against any individual who reports concerns or cooperates/participates in any investigation is prohibited.</p> <p>Postdocs who file a complaint or a grievance have the right to interim measures that allow the Postdoc to work in an harassment- and discrimination-free environment.</p> <p>UW shall provide accommodation for lactation and maintain a website listing lactation stations.</p> <p>UW shall provide access to gender-neutral bathrooms and publicize the location of them on a website.</p> <p><i>See also Grievance Procedure; Individual Development Plans (secondary mentors); MOU: Immigration Status and Visas; MOU: Sexual Harassment Training</i></p> |
| Orientation                            | <p>UW will offer an in-person Postdoc orientation once per month that will include benefits orientation and 30 minutes with a Union representative.</p> <p>UW will provide an orientation once per quarter to address other Postdoc-specific matters, including</p>   |

|  |   |
|--|---|
|  | <p>international scholars' rights and benefits, career development and environmental health and safety.</p> <p>Any Postdoc who does not attend these orientations can meet during regular work hours with a Union representative for at least 30 minutes to learn about their rights under the contract and the Union.</p>  |
| Personnel Files                                | <p>Postdocs have the right to know the custodian of their Personnel Files, receive copies of materials in those files, and request removal or correction of inaccurate or inappropriate materials.</p> <p>No grievance materials shall be placed in personnel files unless necessary for payroll, leave, or other legitimate business purposes.</p> <p>Individually identifiable information shall not be made publicly available unless required by law, and Union access shall be provided with written consent of the Postdoc.</p> |
| Professional Development and Career Counseling | <p>Postdocs have the right to allocate a reasonable portion of paid work time to professional development activities. UW will provide access to professional development and career counseling programs.</p> <p>Postdocs may receive funding for professional development activities when allowable and approved.</p> <p><i>See also Individual Development Programs; Time and Effort Commitment</i></p>  |
| Retirement Benefits                            | <p>Current retirement benefits available to Postdocs will remain available in accordance with University policy and the Washington State Department of Retirement Systems.</p>  |
| Subcontracting                                 | <p>UW will meet and confer with the Union over any subcontracting effects.</p>  |
| Subordination of Agreement and Savings Clause  | <p>If any portion of the Agreement is found unlawful or invalid the rest will remain in effect. Parties may bargain substitute provisions.</p>  |
| Time and Effort Commitment                     | <p>Postdocs are full time appointees with a normal expectation of at least 40 hours per week (can be more or less based on research and professional goals).</p> <p>Postdocs have the right to reasonable expectations, work schedules and work assignments related to research needs.</p>  |

|                            |   |
|----------------------------|---|
|                            | Full-time Postdocs do not receive overtime or compensatory time off.  |
| Time Off and Leave         | <p>Postdocs whose grants/contracts do not restrict time off or leave will receive the following paid time off per year:</p> <ul style="list-style-type: none"> <li>• Bereavement Time Off (3 days). Vacation or sick time may also be used for additional days.</li> <li>• Vacation Time Off (21 days). Provided at the beginning of the month following the start of each one-year appointment period (or prorated for appointments of less than one year).</li> <li>• Sick Time Off (1 day for every month of appointment). Preloaded annually and available at the beginning of the month following the start of the appointment. Up to 12 days will carry forward to the next appointment year.</li> <li>• Washington Family Medical Leave Program (12-18 weeks paid at a percentage of Postdoc wages to a maximum of \$1,000 per week) beginning January 1, 2020 based on eligibility defined in state law (including requirement of 820 hours work in previous year of appointment). Postdocs will share premium payments in accordance with the statute.</li> <li>• Personal Holiday (1 day per year).</li> </ul> <p>Postdocs also have the right to leave without pay as follows:</p> <ul style="list-style-type: none"> <li>• Faith and Conscience Time Off (2 days per calendar year)</li> <li>• Unpaid Leave of Absence (upon approval and only until end of Postdoc's appointment).</li> </ul> <p><i>See also Holidays.</i></p> |
| Titles and Classifications | <p>Bargaining unit includes all Postdoctoral Scholars employed by UW unless excluded per certification by Public Employment Relations Commission (e.g., employees privileged as attending physicians within the context of their University responsibilities). See full text of Article for complete list of exclusions.</p> <p>Postdoctoral Scholars are defined as individuals who:</p> <ul style="list-style-type: none"> <li>• Received a doctoral degree (PhD or equivalent)</li> <li>• Are appointed for a temporary and defined period not to exceed 5 years (unless the University grants an exception)</li> </ul>  |

|                |  |
|----------------|--|
|                | <ul style="list-style-type: none"> <li>• Are engaged in full-time mentored advanced training to enhance professional skills and research independence</li> <li>• Perform primarily research and scholarship under direction and supervision of UW faculty mentors</li> </ul> <p>Bargaining Unit Classifications:</p> <ul style="list-style-type: none"> <li>• Postdoctoral Scholar (agency funding the salary requires or permits appointee to be an employee of the University or General Funds or discretionary funds support the position)</li> <li>• Postdoctoral Scholar – Fellow (Postdoc has been awarded fellowship or traineeship to extramural agency and is paid either directly or through University account)</li> <li>• Interim Postdoctoral Scholar (Postdoc obtained PhD or equivalent from UW and may have this title for a short-term appointment of no more than 6 months)</li> </ul> |
| Training       | UW shall provide paid time for UW-required training, workshops and courses necessary to perform assigned duties, not including continuing education or other requirements associated with maintaining professional license or certification.   |
| Transportation | <p>Union may select one Postdoc to serve on the University Transportation Committee.</p> <p>UW will notify the Union of any changes to parking policies and will provide option to bargain impacts.</p> <p>Postdocs have access to the same parking related services and programs as full-time staff.</p> <p><i>See also MOU: Transportation</i></p>   |
| Travel Pay     | Postdocs required to travel shall be reimbursed for eligible costs in accordance with UW policies.   |
| Union Rights   | <p>UW shall provide reports to the Union each pay period with information about each Postdoc, including wages, contact information, benefit information, dues information, etc.</p> <p>The collective bargaining agreement will be published online following ratification.</p>  |



|                |   |
|----------------|---|
|                | <p>Union representatives are permitted access to employee work spaces for official Union business in accordance with UW policies.</p> <p>UW agrees to furnish conference and/or meeting rooms for Union meetings upon request in accordance with UW policy and cost.</p> <p>Union stewards who process grievances shall be permitted reasonable paid release time. Stewards may be provided time necessary to perform their Union responsibilities, including the possibility of reduced work assignment. Stewards shall remain responsible for fulfilling employment duties and responsibilities.</p> <p>UW shall provide paid release time for 5 Postdocs to bargain a replacement agreement (during normal working hours and only for bargaining sessions), upon permission from PI.</p> <p>UW shall provide new Postdocs with introductory materials from the Union and will make every effort to return completed forms to the Union within ten calendar days of receipt and notify Union of all new Postdocs hired.</p> <p><i>See also MOU: Workday Rosters/Reports</i></p> |
| Union Security | <p>Postdocs covered by this Agreement may choose to execute Union membership and payroll deduction form. Upon notification from the Union, UW shall deduct Union dues from each paycheck and remit a list of names of employees to the Union.</p> <p>UW shall electronically transmit all dues, initiation fees and Voluntary Community Action Program contributions (VCAP) deducted to the Union.</p> <p>Union agrees that UW shall assume no obligation or financial liability arising out of the provisions of this Article.</p> <p>If a Postdoc contacts UW to request end of payroll deductions, UW will refer the person to the Union to process the request.</p> <p><b><i>Note: A Postdoc who elects Union membership following ratification will pay Union Dues in the amount of 1.44% of gross monthly pay and a one-time initiation fee of</i></b></p>  |

|   | <p><b><i>\$10. Membership dues would need to be authorized by written consent of a Postdoc and only after Postdocs have voted to ratify this Agreement.</i></b></p>   |                               |   |                 |          |                  |          |                  |          |                  |          |                  |          |                   |          |
|---|---|-------------------------------|---|-----------------|----------|------------------|----------|------------------|----------|------------------|----------|------------------|----------|-------------------|----------|
| Voluntary Community Action Program (VCAP) | Any eligible Postdoc who wishes to voluntarily contribute to the UAW political fund (VCAP) may do so via payroll deduction through written authorization.   |                               |   |                 |          |                  |          |                  |          |                  |          |                  |          |                   |          |
| Wages                                     | <p>Minimum salaries/stipends for all Postdocs will be established per the table below. UW may provide compensation to individuals at rates above these.</p> <p>When requirements of sponsoring agencies exceed terms in this Article, those requirements will control all salary/stipend adjustments.</p> <p>Provisions of this Article shall not apply to Postdocs appointed on a grant that restricts Postdoc's remuneration to only pay received by the grant.</p> <p>Experience-Based Scale:</p> <table border="1"> <tr> <th>Postdoctoral Experience Level</th><th>Min. Annual Full-Time salary equivalent</th></tr> <tr> <td>0 (0-11 months)</td><td>\$50,004</td></tr> <tr> <td>1 (12-23 months)</td><td>\$51,004</td></tr> <tr> <td>2 (24-35 months)</td><td>\$52,024</td></tr> <tr> <td>3 (36-47 months)</td><td>\$53,065</td></tr> <tr> <td>4 (48-59 months)</td><td>\$54,126</td></tr> <tr> <td>5 (60-71 months)*</td><td>\$55,208</td></tr> </table> <p>*By exception</p> <p><u>Individual Postdoc Salary Increases:</u></p> <p>A Postdoc whose salary rate is equal to the minimum scale shall receive an increase to at least the minimum of the next appropriate salary/stipend experience level in the Table.</p> <p>A Postdoc whose salary rate exceeds the Table values shall receive an increase of no less than 2% every year on their anniversary date (one calendar year of continuous employment from their most recent appointment date).</p> <p>If a Postdoc is awarded extramural funding with a higher salary/stipend, the Postdoc's salary/stipend will increase to the new rate (following departmental approval).</p> <p>UW may enter into individual agreements at any time with Postdocs regarding salary increases for retention.</p> | Postdoctoral Experience Level | Min. 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 |
| Postdoctoral Experience Level             | Min. 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  |                               |   |                 |          |                  |          |                  |          |                  |          |                  |          |                   |          |

|   |  |
|---|--|
|   | <p><i>See also MOU: One-Time Wage Adjustment. MOU: Wage Implementation. MOU: Wage Re-Opener.</i></p>   |
| Memorandum of Understanding: Wage Reopener (expires 10/16/20)           | <p>If the NRSA/NIH stipend levels increase during the life of this MOU, Union may re-open the Wages Table for bargaining.</p> <p><i>See also MOU: One-Time Wage Adjustment. MOU: Wage Implementation.</i></p>  |
| Memorandum of Understanding: Wages Implementation (expires 9/30/19)     | <p>The Wages Article will be effective August 1, 2019. Wage increases will be paid no later than 9/25/19. Postdocs must be employed during the pay period in which the payment is made.</p> <p>Postdocs who are paid below the salary for their experience level in Table 1 (Wages Article) will be placed on the appropriate step of the wage scale on August 1, 2019.</p> <p>Postdocs at or above the salary for their experience level in Table 1 (Wages Article) whose anniversary date falls between ratification and the date of implementation will receive a 2% increase upon implementation.</p> <p><u>New Appointments</u><br/>Postdocs appointed between ratification and August 1, 2019 will receive salaries no less than that corresponding to their experience level in Table 1.</p> <p><i>See also MOU: One-Time Wage Adjustment. MOU: Wage Re-Opener.</i></p> |
| Memorandum of Understanding: One-Time Wage Adjustment (expires 9/30/19) | <p>Effective 9/1/19: UW will provide a one-time 2% salary increase to Postdocs who were reappointed to their current appointment between 10/3/17 and the ratification date of this agreement, were salaried, full-time Senior Fellows (not paid-directed or stipended) and received no salary increase during this period.</p> <p>UW has discretion to provide a one-time increase to any Postdoc who does not fit these criteria.</p> <p><i>See also MOU: One-Time Wage Adjustment. MOU: Wage Implementation. MOU: Wage Re-Opener.</i></p>  |
| Workspace and Materials   | <p>Postdocs have the right to access required facilities, equipment and materials.</p>   |

|  |  |
|--|--|
| <p>Memorandum of Understanding:<br/>Immigration Status and Visa</p>              | <p>UW and the Union will meet four times per year to discuss issues arising from International Postdoc employment, immigration status, and visas.</p> <p>UW will make good faith effort to process visa paperwork in control of the Employer in a timely manner and Union may escalate concerns regarding timely process to Labor Relations.</p> <p>An International Postdoc who is dismissed and required to leave the country prior to an arbitration hearing due to change in visa status will receive assistance from UW in obtaining a travel visa. If an arbitrator determines that the grievant was not dismissed for just cause, the Postdoc will be reimbursed for travel costs by the employer. If an arbitrator upholds the dismissal, the Union shall reimburse travel costs instead.</p> <p><i>See also: Corrective Action and Dismissal; Grievance Procedure</i></p> |
| <p>Memorandum of Understanding: Sexual Harassment Training (expires 6/30/22)</p> | <p>UW will make the sexual harassment training that is available to Academic Student Employees (ASEs) available to Postdocs. Trainings for ASEs and Postdocs will be held jointly and scheduled at mutually agreed dates and times.</p> <p>UW will provide a .2 FTE appointment for one Postdoc trainer no later than 90 days following ratification. UW and the Union shall jointly agree upon the Postdocs designated as trainers.</p> <p><i>See also Non-Discrimination and Harassment</i></p>  |
| <p>Memorandum of Understanding: Transportation (expires 6/30/21)</p>             | <p>Effective July 1, 2019, Postdocs will not be charged a fee for a U-Pass.</p> <p><i>See also Transportation</i></p>  |
| <p>Memorandum of Understanding: Workday Rosters/Reports</p>                      | <p>UW and the Union will discuss and resolve any issues with reports provided under the Union Rights Article.</p> <p><i>See also Union Rights</i></p>  |