

UW POSTDOCS UNITED/INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, LOCAL UNION 4121 ("Union") and the UNIVERSITY OF WASHINGTON ("Employer") hereby reach this Resolution of Eligibility Issues and Agreement on Scope of Bargaining Unit ("Agreement") in light of the following facts:

- A. The Union filed a petition for investigation concerning a question of representation with the Public Employment Relations Commission ("PERC") related to certain employees of the Employer.
- B. Following an investigation and an election, on May 22, 2018, PERC issued an Interim Certification for the following bargaining unit:

"All postdoctoral employees as defined by RCW 41.56.513 employed by the University of Washington, excluding confidential employees, employees covered by Chapter 41.76 RCW, and all other employees." PERC Decision 12838-A.
- C. In the Interim Certification, PERC remanded the matter for further proceedings on the eligibility issues remaining to be determined.
- D. PERC scheduled a hearing commencing on December 12, 2018 to resolve the remaining eligibility issues.
- E. In order to provide certainty and to avoid the burdens and costs of further litigation about eligibility, the Union and the Employer have reached the agreement below.

AGREEMENT

1. The bargaining unit description shall be modified to:

"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."

2. The parties agree to use the following Postdoctoral Titles, subject to mutual agreement for additional or modified titles in the bargaining unit: Research Associate, Research Associate Trainee, Senior Fellow, and Senior Fellow Trainee. Any Postdoctoral Scholars that are part of the bargaining unit that are not in one of these titles upon the execution of

this Agreement will be reclassified into one of these titles, except as described in Paragraph 8.

3. Postdoctoral Scholars shall be defined as individuals who
 - Have received a doctoral degree (Ph.D. or equivalent); and
 - i. the University shall grant exceptions where individuals present documentation satisfactory to the University confirming completion of degree requirements;
 - ii. 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 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. Confirming 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.
 - 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
 - Are engaged in full-time mentored advanced training to enhance professional skills and research independence; and
 - Perform primarily research and scholarship under the direction and supervision of University faculty mentors.
4. The Employer may appoint Postdoctoral Scholars to more than one Postdoctoral title, concurrently.
5. The parties agree that a limited exception to the full-time requirement in the definition of "Postdoctoral Scholar" shall be made with individuals currently appointed as Acting Assistant Professors only in the Department of Mathematics. The parties agree that individuals listed below will be members of the bargaining unit and will be reclassified into one of the Postdoctoral Scholar positions on a 50% FTE. These appointments in Postdoctoral Scholar titles will reflect only the portion of their job responsibilities not related to teaching. For the other 50% FTE, they will be appointed to a dual, instructional

faculty appointment outside the bargaining unit. Consistent with the above, future dual appointments as Postdoctoral Scholar and instructional faculty in the Department of Mathematics will be necessary if the allocation of responsibilities consists of teaching and research. Any such dual appointment will be no less than 50% in a Postdoctoral Scholar title.

- Jonathan Beardsley
- Lucas Braune
- Noah Forman
- Heather Lee
- Spencer Thomas-Becker Kahn
- Amos Turchet
- Liping Xu

6. The following individuals shall be deemed eligible and included in the bargaining unit:

- TO BE FINALIZED AFTER EXCHANGE OF LISTS BY PARTIES, AS SET FORTH IN THIS AGREEMENT

7. The following individuals will be reclassified into appropriate positions within the bargaining unit:

- TO BE FINALIZED AFTER EXCHANGE OF LISTS BY PARTIES, AS SET FORTH IN THIS AGREEMENT

8. The following individuals, while in their current title, shall be deemed eligible by exception and will be included in the bargaining unit.

- Ho Tak Lau
- Yuezheng Zhang
- Pam Baker

9. This Agreement consists of the entire agreement between the parties concerning this subject matter. It supersedes any and all prior discussions or negotiations between the parties.

10. This Agreement shall be used to resolve any future disputes about inclusion or exclusion from the Postdoctoral Scholars bargaining unit in either contractual or PERC

proceedings. Nothing about this clause precludes the use of any future agreements between the parties on this subject from also being used in such a dispute.

11. This Agreement is contingent upon approval by PERC and incorporation of the bargaining unit description into the Final Certification.
12. Following execution of this Agreement, the parties will work to identify which challenged individuals are included in the bargaining unit pursuant to the terms of this Agreement. The challenged individuals are those listed in the Excel spreadsheet UW provided to PERC on October 5, 2018. The parties will provide their designation of individuals no later than Thursday, December 13, 2018 at 5 PM (Pacific).
13. If the parties disagree regarding the included individuals, they will have until December 20, 2018 to resolve any dispute. If the dispute(s) is/are not resolved, the parties will pursue mediation and a unit clarification hearing with PERC shall be scheduled as soon as possible.

For the University

By: 

Dated: 12.10.18

For the Union

By: 

Dated: 12-10-18



