

## University of Washington – UAW Postdocs Bargaining Unit

### 06/20/23 – 01/31/25 Collective Bargaining Agreement Summary

*This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only, and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main PDF contract on the LR website for the most up to date contract version.*

<b>Information Requested</b>	<b>Responsive Information</b>
The term of the agreement	June 20, 2023 – January 31, 2025
The bargaining units covered by the agreement by state agency	UAW Postdocs Bargaining Unit
Base compensation	<u>Article 32 – Compensation</u> <u>MOU – Postdoctoral Scholar Paid Direct</u>
Provisions for and rate of overtime pay	<u>MOU – Overtime</u>
Provisions for and rate of compensatory time	<u>MOU – Overtime</u>
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay, assignment pay, special pay, or employer-provided housing or meals	<u>Article 32 – Compensation</u>
Provisions for and rate of pay for each paid leave provision	<u>Article 6 – Corrective Action and Dismissal</u> <u>Article 10 – Holidays</u> <u>Article 19 – Professional Development</u> <u>Article 24 – Time Off and Leave</u> <u>Article 26 – Training</u> <u>Article 28 – Travel Pay</u> <u>Article 32 – Compensation</u> <u>Article 35 – Military Leave</u>

Information Requested	Responsive Information
	<u>Article 36 – Reasonable Accommodations</u>  <u>MOU – Overtime</u>
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	<u>MOU – Overtime</u>
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	<u>Article 9 – Health Care Benefits Amounts</u>
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	N/A
For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)	<p><b>Attachment A</b> includes costing information for incremental cost of the collective bargaining agreement. No new financial provisions were agreed to.</p> <p><b>Flexible Spending Arrangement:</b> As agreed upon during the State Coalition Healthcare bargaining, in September 2022, the Employer will make available two hundred fifty dollars in a medical flexible spending arrangement (FSA) account for each bargaining unit member with an annual full-time base salary of \$60,000 or less on November 1 of the year prior to the FSA funds disbursement.</p> <p><b>U-PASS:</b> A fully subsidized U-PASS will be provided to all eligible bargaining unit employees.</p>
Number of bargaining unit members covered by the agreement (as of ratification)	Approximately 900

<b>Information Requested</b>	<b>Responsive Information</b>
Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection	N/A
Any contract provisions that allow the contract to be reopened during the contract term	N/A

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON

AND THE

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, AFL-CIO AND ITS

LOCAL UNION 4121 (UAW)

June 20, 2023 – January 31, 2025

(UAW Postdocs)

## TABLE OF CONTENTS

PREAMBLE .....	4
ARTICLE 1 – PURPOSE AND INTENT .....	4
ARTICLE 2 – RECOGNITION.....	5
ARTICLE 3 – MANAGEMENT RIGHTS AND RESPONSIBILITIES .....	5
ARTICLE 4 – APPOINTMENTS AND REAPPOINTMENTS .....	6
ARTICLE 5 – CHILDCARE .....	7
ARTICLE 6 – CORRECTIVE ACTION AND DISMISSAL .....	7
ARTICLE 7 – GRIEVANCE PROCEDURE .....	9
ARTICLE 8 – HEALTH AND SAFETY.....	12
ARTICLE 9 – HEALTH CARE BENEFITS AMOUNTS.....	13
ARTICLE 10 – HOLIDAYS .....	15
ARTICLE 11 – INDIVIDUAL DEVELOPMENT PLANS AND PROGRESS ASSESSMENTS.....	15
ARTICLE 12 – INTELLECTUAL PROPERTY AND ACADEMIC RIGHTS .....	17
ARTICLE 13 – JOINT UNION-MANAGEMENT COMMITTEE.....	18
ARTICLE 14 – LAYOFF .....	18
ARTICLE 15 – NO STRIKES, NO LOCKOUTS.....	19
ARTICLE 16 – NON-DISCRIMINATION AND HARASSMENT .....	20
ARTICLE 17 – NEW EMPLOYEE ORIENTATION.....	23
ARTICLE 18 – PERSONNEL FILES .....	23
ARTICLE 19 – PROFESSIONAL DEVELOPMENT & CAREER COUNSELING .....	24
ARTICLE 20 – RETIREMENT BENEFITS .....	25
ARTICLE 21 – SUBCONTRACTING .....	25
ARTICLE 22 – SUBORDINATION OF AGREEMENT AND SAVINGS CLAUSE .....	25
ARTICLE 23 – TIME AND EFFORT COMMITMENT .....	26
ARTICLE 24 – TIME OFF AND LEAVE .....	26
ARTICLE 25 – TITLES & CLASSIFICATIONS.....	30
ARTICLE 26 – TRAINING.....	32
ARTICLE 27 – TRANSPORTATION .....	32
ARTICLE 28 – TRAVEL PAY.....	33
ARTICLE 29 – UNION RIGHTS.....	33
ARTICLE 30 – UNION SECURITY .....	37
ARTICLE 31 – VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP).....	38
ARTICLE 32 – COMPENSATION .....	39
ARTICLE 33 – WORKSPACE AND MATERIALS .....	40

ARTICLE 34 – DURATION .....	40
ARTICLE 35 – MILITARY LEAVE .....	41
ARTICLE 36 - REASONABLE ACCOMMODATIONS.....	43
MOU – EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES (EPIC) TRAINING	45
MOU – IMMIGRATION STATUS AND VISAS.....	46
MOU – POSTDOCTORAL SCHOLAR PAID DIRECT .....	48
MOU – OVERTIME.....	49
SIDE LETTER A – WORKDAY ROSTERS/REPORTS .....	51
SIGNATORIES.....	52

## **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. Upon written request of the Postdoctoral Scholar and written concurrence of the supervisor, the University may grant an exception to the full-time appointment expectation. 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

Effective February 1, 2023, the University will make available seventy five thousand dollars (\$75,000) per year of this agreement 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 will distribute thirty seven thousand five hundred dollars (\$37,500) of these funds in May and the remainder of the funds in November each year of this agreement. The Union will provide the University the Postdoctoral Scholar names, EID numbers, and individual amounts for distribution prior to March 31 and September 30 each year. In order to be eligible for payment, the identified individuals must have an active appointment in Workday at the time of payment. The eligibility criteria to be utilized by the UAW will be provided to the University at the beginning of each calendar year.

## ARTICLE 6 – CORRECTIVE ACTION AND DISMISSAL

### Section 6.1. Process

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 of 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. Definitions**

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.

## 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.
  - D. Section 9.1 expires 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.
- C. Section 9.2 expires June 30, 2023.

### Section 9.3.

- A. For the 2023-2025 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the contribution be less than two percent (2%) of the EMC per month.
- 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 9.3.B. will expire June 30, 2025.

#### **Section 9.4.**

A. The Employer will pay the entire premium costs for each bargaining unit employee eligible for dental, basic life, and any offered basic long-term disability 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 PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

#### **Section 9.5. Wellness**

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

#### **Section 9.6.**

The PEBB Program shall provide information on the Employer sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

## **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.**

- E. 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”) and Executive Order No. 61 (“Research Misconduct 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 and research misconduct at any time. The University will notify the Union of any substantive changes.

### **Section 12.3.**

The parties agree that the only time the Grievance Procedure of this Agreement will apply to Executive Order 61 is in the event of dismissal or discipline of Postdoctoral scholars as a result of a misapplication of an element of this policy.

### **Section 12.4.**

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

### **Section 12.5.**

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 12.6.**

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 12.7.**

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.

The University encourages anyone who has experienced or observed discrimination or harassment to report the allegation(s) in accordance with University policies and procedures and this Article.

**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 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.

**Section 16.14. Equity Survey**

Starting in 2023 and each year of this agreement, the Union and the University shall jointly administer an equity survey for all Postdocs focused on Postdoc-specific concerns. Within 120 days following ratification, the University and the Union shall jointly agree upon baseline questions to be used through the life of the contract. Each year the survey shall be distributed through a low-cost platform (Google, Survey Monkey, etc.) to all Postdocs. In addition, any department or hiring unit may decide, on a volunteer basis, to jointly develop a supplemental department-specific survey, with additional questions to be distributed by a Department Chair or designee and a Postdoc in the Department designated by the Union. Responses from all surveys shall be available to the Union and the University. Once the surveys have closed, the Union and the University shall hold a Joint Labor Management meeting to discuss results and strategize further steps for promoting equity, inclusion, transparency and accountability.

## **ARTICLE 17 – NEW EMPLOYEE ORIENTATION**

### **Section 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 will require new employees with a primary work location of the Seattle Main Campus to attend.

### **Section 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.

### **Section 17.3.**

If the University conducts a self-paced orientation on-line, the Union will be permitted to display a reasonable amount of information as part of the program.

### **Section 17.4.**

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.

### **Section 17.5.**

For employees hired into the bargaining unit who do not attend either of the orientations described in 17.1 and 17.3 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 & 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.

**Section 19.5.**

Upon request, the Union and University shall meet two (2) times per calendar year to discuss issues related to professional development of Postdoctoral Scholars, and to strategize further steps for enhancing professional development. Topics for discussion may include, but are not limited to: identifying career options; developing and improving professional skills/materials; peer-to-peer support; networking; career advancement in a variety of career paths; identifying secondary mentors; past and current Office of Postdoctoral Affairs programs; and mentorship training for both Postdoctoral Scholars and faculty mentors. The parties may add additional meetings by mutual agreement.

**ARTICLE 20 – RETIREMENT 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, including miscarriage or stillbirth of a child, 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.

**Section 24.11 Civil Duty Time Off.**

Civil duty time off, or civil time off, is paid time off granted to Postdoctoral Scholars for jury duty, to serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at depositions. In addition to regular pay, a Postdoctoral Scholar may retain any compensation received while on approved civil duty time off. Postdoctoral Scholars are not entitled to civil duty time off for civil legal actions that they initiate or when named as a defendant or respondent in a private legal action that is unrelated to their University appointment or employment. The Postdoctoral Scholar will notify the University as soon as they become aware of the need for a civil duty time off.

**Section 24.12 Leave Related to Domestic Violence, Sexual Assault, or Stalking.**

As required by state law, and in accordance with University policy, the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking.

Postdoctoral Scholars may choose whether to take leave as paid, unpaid, or a combination of paid and unpaid time. For a paid leave of absence, Postdoctoral Scholars may use available sick time off, vacation time off, personal holiday, or holiday credit.

Time off may also be granted to a Postdoctoral Scholar who has to assist a family member who is a victim of domestic violence, sexual assault or stalking. For the purposes of this leave, family member is defined as:



- Your spouse or domestic partner, child, parent, grandparent, grandchild, or sibling
- The child, parent, or grandparent of your spouse or domestic partner
- A person with whom you have a dating relationship

The University will provide reasonable safety accommodations when requested per [APS 46.8 Domestic Violence in the Workplace and Reasonable Accommodations and Leave Related to Domestic Violence, Sexual Assault, or Stalking](#) and per the law.

The parties will continue to work to promote knowledge of this employee right.

## **ARTICLE 25 – TITLES & 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 spent 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.

### **Section 27.4.**

Postdoctoral Scholars working on the Seattle Campus will have access to Husky Night Walk and UW Night Ride services in accordance with University policies.

### **Section 27.5.**

The Employer will provide Postdoctoral Scholars with a fully subsidized U-PASS. Maintenance of this benefit is subject to UW Transportation Service requirements.

### **Section 27.6.**

If a Postdoctoral Scholar's designated work location does not provide access to shower facilities, upon the request of the Postdoctoral Scholar, access to shower facilities may be granted at a nearby UW-controlled building that has shower facilities. Postdoctoral

Scholars may only request access for themselves and not multiple people. Postdoctoral Scholars' request to use a shower facility in an area the Postdoctoral Scholar would not otherwise be granted access will not be considered. Nothing in Section 27.6 is subject to Article 7 Grievance Procedure.

## **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 – COMPENSATION

### 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 provided by the grant.

Effective January 1, 2023, the minimum salary for Postdoctoral Scholars is \$65,508 except as defined below. Effective January 1, 2024, the minimum salary for Postdoctoral Scholars will increase by four and half percent (4.5%, which annualized is \$68,460) except as defined below. Any adjustments to the minimum, effective January 1, 2024, will be implemented after the increases outlined in Section 32.2A.

Postdoctoral Scholar-Fellows. Postdoctoral Scholar-Fellows with new appointments, reappointments, or anniversary dates (whichever comes first) after January 1, 2023\*, will have their total stipend increased to \$65,508 subject to section 32.1. C. Effective July 1, 2023\*, the minimum for all Postdoctoral Scholar-Fellows will be increased to \$65,508 subject to 32.1.C. This increase does not extend the appointment period for the Postdoctoral Scholar.

Postdoctoral Scholar Paid Directs (PDRs). Postdoctoral Scholars paid directly are funded by a non-UW entity/funding source. PDRs must receive a minimum of \$53,760 from their funding source, unless funded at a higher rate by their non-UW entity/funding sources. New appointments and reappointments on or after July 1, 2024, must receive a minimum of \$56,484 from their funding source, unless funded at a higher rate by their non-UW entity/funding source. The provisions of Article 32 do not otherwise apply to PDRs.

\*Payable on the first available pay period after September 16, 2023 as determined by the employer.

### Section 32.2. Individual Postdoctoral Scholar Salary Increases.

Once a Postdoctoral Scholar is appointed and a salary/stipend level has been established, all future appointments must be to at least the same 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 and Postdoctoral Scholar-Fellows with a salary/stipend of \$65,508, shall receive a salary/stipend increase of no less than four and a half percent (4.5%) on January 1, 2024. All other Postdoctoral Scholars and

Postdoctoral Scholar-Fellows will receive no less than a two percent (2%) increase on the anniversary date of their appointment during 2024 in accordance with section 32.3.

- B. In the event that a Postdoctoral Scholar is awarded extramural funding—or is named as personnel on a grant or other extramural award—that authorizes 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 32.3. Retention.**

For the purpose of retention of an individual Postdoctoral Scholar, the Employer may enter into an agreement regarding a salary/stipend increase at any time with that Postdoctoral Scholar. An individual Postdoctoral Scholar who receives a retention increase equal to or more than the increase outlined in Section 32.2A is not entitled to an additional salary/stipend increase in the same calendar year. An individual Postdoctoral Scholar who receives a retention increase less than the increase outlined in Section 32.2A is entitled to an additional salary/stipend increase that equals the difference between the increase given under this section and Section 32.2A on the anniversary date of their appointment in the same calendar year.

**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 June 14, 2023 or upon ratification, whichever is later, and remain in force through January 31, 2025.

Successor Agreement bargaining shall commence no later than October 16, 2024.

## **ARTICLE 35 – MILITARY 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 35.1.**

Military Leave will be approved in accordance with University of Washington Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees who are called to active duty in any of the uniformed services or their reserves shall receive 21 work days of paid military leave annually from October 1 through September 30. Such paid military leave shall be in addition to any compensatory time, holiday credit, vacation or sick time off to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or base pay. During the period of paid military leave, the employee shall receive their normal pay. If the employee is scheduled to work a shift that begins on one calendar day and ends on the next calendar day, the employee is charged military leave only for the first calendar day.

### **Section 35.2.**

Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

### **Section 35.3.**

Employees who are called to active duty in one of the uniformed services of the United States or the State of Washington shall be granted a military leave of absence without pay for absence from work for up to 5 years in addition to any time covered by the provisions of Section 35.1. During an unpaid military leave of absence, an employee is entitled to receive:

- a. retirement benefits and service credit in accord with the provisions of the applicable retirement system;
- b. paid medical and dental insurance if in pay status at least 8 hours per month.
- c. Other health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority;

d. other length-of-service credits related to employment that would have been granted had the employee not been absent; provided that the employee returns to University service at the conclusion of the leave in accord with applicable Federal and State laws related to military leave; and

.....e. any additional benefit required by then-applicable state or federal law.

**Section 35.4.**

The employee should follow the military leave of absence request process, as outlined on the Office of Academic Personnel website.

Unless prohibited by military necessity, the University shall be provided with a copy of an employee's orders at the time the employee requests military leave. Such request shall be made as soon as reasonably practical after the employee learns of the need for such leave.

**Section 35.5.**

Following release from military service, an employee shall have the right to return to employment as provided by then-applicable state and federal law. The employee will provide a copy of employee's discharge papers and any other documentation permitted or required by military-leave laws to their supervisor and to Departmental Human Resources.

**Section 35.6.**

Employees who are spouses of members of the armed forces will be released for the provisions of the Military Family Leave Act RCW 49.77 when the service member has been notified of an impending call or order to active duty or when on leave from deployment.

## **ARTICLE 36 - REASONABLE ACCOMMODATIONS**

### **Section 36.1.**

The University and the Union are committed to providing reasonable accommodation to employees with disabilities and pregnant employees. The University and Union will comply with all relevant federal and state laws, regulations, executive orders and the applicable provisions of University of Washington Administrative Policy Statement 46.5 (Reasonable Accommodation of Employees With Disabilities) and University of Washington Administration Policy Statement 46.7 (Reasonable Accommodation of Pregnant Employees).

### **Section 36.2.**

The University's Disability Services Office (DSO) provides services to staff with disabilities, including accommodation advice and resources. Accommodations are provided on an individual basis and created in collaboration with the requesting employee, the appropriate University personnel, and the Disability Services Office.

An employee who believes that a medical condition is affecting their ability to perform their job may begin the accommodation request process. An employee may contact the Disability Services Office, their HR representative or their supervisor to begin the accommodation request process. An employee is not required to begin the request process by contacting their supervisor and may contact their HR representative or the DSO instead of their supervisor. An employee is not required to disclose their medical reason for an accommodation with their immediate supervisor.

### **Section 36.3.**

Employees requesting accommodation must cooperate with the University during this interactive process of discussing the need for and possible form of any accommodation. The employee may elect to be accompanied by a Union representative. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at the Employer's expense. Medical information disclosed to the Employer will be kept confidential and maintained separately from the employee's Official Personnel File.

### **Section 36.4.**

The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.

### **Section 36.5. Disability Leave**

Disability leave may be a combination of the employee's sick time off, vacation time off, personal holiday, and/or unpaid time off, the combination of which may be determined by the employee. If disability leave is taken as an unpaid absence, the employee may apply eight (8) hours of paid time off per month during at least the first four (4) months of disability leave to provide for continuation of employer paid health benefits. The interspersed paid time off will be applied to the first working day of the month.

### **Section 36.6.**

An employee who is unable to perform the essential function of their position due to disability may be separated from service after the Employer has made good faith efforts to reasonably

accommodate the employee's disability in accordance with applicable state and federal law. Disability separation is not a corrective action.

If the University determines that disability separation is appropriate and that no reasonable accommodation can be made, the Postdoctoral Scholar will be given written notice of the disability separation. The University shall provide a copy of the disability separation notice to the Union within five (5) working days of providing the notice to the Postdoctoral Scholar.

### **Section 37.7. Pregnancy Accommodation**

#### **Pregnancy Accommodation**

A. The following pregnancy-related accommodations shall not require health care provider certification and are not subject to an employer's claim of undue hardship.

1. Providing more frequent, longer, or flexible restroom breaks;
2. Modifying a no food or drink policy;
3. Providing seating or allowing the employee to sit more frequently if their job requires them to stand; and
4. Restricting lifting to 17lbs. or less.

B. An employee's pregnancy or pregnancy-related health condition may also be accommodated as follows:

1. Job restructuring, part-time or modified work schedules, reassignment to vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
2. Providing for a temporary transfer to a less strenuous or less hazardous position;
3. Providing assistance with manual labor and limits on lifting;
4. Scheduling flexibility for prenatal visits; and
5. Any further pregnancy accommodation an employee may request

C. With respect to these accommodations, the University may request an employee provide written certification from their treating health care provider regarding the need for reasonable accommodation and may deny an employee's request for reasons of significant difficulty or expense.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL – CIO and its  
LOCAL UNION 4121 (UNION)**

**MOU – EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES (EPIC)  
TRAINING**

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

- A. The parties agree that the Employer will continue to make the EPIC training 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 the FTEs listed above in a different manner in support of the EPIC program.
- F. The University will encourage Postdoctoral Scholars to attend EPIC training.

This MOU expires on January 31, 2025.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL – CIO and its  
LOCAL UNION 4121 (UNION)**

**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](mailto: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.
- D. Visa/Work Authorization Sponsorship
  - a. H-1B may be an appropriate visa classification option for full-time Postdoctoral Scholars.
- E. Visa Processing Fees and Expenses
  - a. The University will strongly encourage units to request the Premium Processing Fee option for new Postdoctoral H-1B work authorization applications.
- F. The University shall pay the following Visa Processing Fees and Expenses for the Postdoctoral Scholars it sponsors:
  - a. The University visa request fees and amendment fees for their J-1 visa.
  - b. Reimbursement to the Postdoctoral Scholar for:
    - i. J-1 SEVIS I-901 fee
    - ii. OPT I-765 filing fee

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL – CIO and its  
LOCAL UNION 4121 (UNION)**

**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. Individuals receiving more than \$65,508 from their non-UW entity/funding source are not eligible for this stipend. 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, 2025.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL – CIO and its  
LOCAL UNION 4121 (UNION)**

**MOU – OVERTIME**

All salaried Postdoctoral Scholars currently employed by the University are overtime exempt. Should any salaried Postdoctoral Scholar employed by the University become overtime eligible in accordance with federal or state overtime regulations, the parties agree the following will apply only to salaried Postdoctoral Scholars employed by the University:

- A. Overtime eligible Postdoctoral Scholars must track the total number of hours they worked.
- B. Work in excess of forty (40) hours in a workweek constitutes overtime for overtime eligible employees. Only time worked shall be counted for the purpose of computing overtime compensation.
- C. Overtime worked by eligible employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate.
- D. The work week is defined as Monday, 12:00 a.m. and ends the following Sunday at 11:59 p.m.
- E. Overtime must be approved in advance by the employing official or designee. Whenever overtime work is required, the employing official shall determine the employees needed to work overtime on the basis of their relevant experience. Nothing in this article prohibits the preapproval of overtime. Supervisors may prospectively authorize overtime for designated employees on designated projects for a designated period of time. Prospective authorization will be in writing.
- F. Overtime-eligible employees shall receive monetary payment as compensation for overtime worked; however, employees may request and may be granted compensatory time off accrual at one and one-half (1-1/2) times the overtime hours worked in lieu of monetary payment. Granting of compensatory time is at the employing official's discretion.

- G. Overtime work that is needed but not budgeted may be offered to, but not required of, an employee contingent on the employee's willingness to accept compensatory time instead of overtime payment.
- H. Compensatory time must be used or cashed out by the end of the employee's appointment period. The employee's unused compensatory time balance will be cashed out at the end of the employee's appointment period or when the employee leaves University employment for any reason. The employee's compensatory time balance may also be cashed out if required by the timeline of the funding source(s) as determined by the Employer or when:
  - a) The employee transfers within their department to a position with different funding sources,
  - b) The employee transfers to a position in another department, or
  - c) Funding for employee changes such that the new source cannot cover the cost of the compensatory time pay out.
- I. Use of accrued compensatory time shall be approved by the employing official with consideration being given to the work requirements of the department and the wishes of the employee. Compensatory time off may be scheduled by the employee's supervisor during the final sixty (60) days of the appointment period.
- J. Annually, the Union will receive a list of Postdoctoral Scholars who will move from overtime exempt to overtime eligible on or about January 1.
- K. The University will make training available to Postdoctoral Scholars and supervisors (including PIs) regarding the requirements of recording and approving accurate time tracking. The University will encourage all overtime eligible Postdoctoral Scholars and their supervisors (including PIs) to take this training.
- L. On or about October 1, 2023, the University will remind supervisors of the legal requirements outlined in this MOU. Additionally, the University will inform Postdoctoral Scholars of available resources related to time tracking.
- M. Time tracking concerns are appropriate issues for Joint Union Labor Management committee meetings.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL – CIO and its  
LOCAL UNION 4121 (UNION)**

**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.

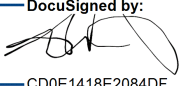
### SIGNATORIES

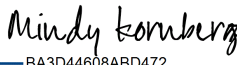
The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.


Executed \_\_\_\_ day of 7/28/2023, 2023

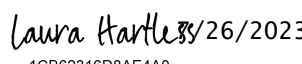
UAW Postdocs:


University of Washington:

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Levin Kim  
President, UAW 4121

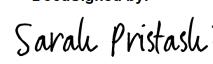
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Mindy Kornberg, J.D.  
Vice President for Human Resources


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David Parsons  
UAW International Representative

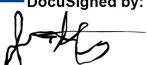
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Laura Hartless  
Labor Relations Negotiator

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/28/2023  
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Max Friedfeld  
Recording Secretary, UAW 4121

Approved as to form:

DocuSigned by:  
 7/27/2023  
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Sarah Pristash  
Bargaining Committee

DocuSigned by:  
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Assistant Attorney General  
State of Washington

DocuSigned by:  
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Jer Steeger  
Bargaining Committee

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*Brant Bowers* 7/27/2023  
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Brant Bowers  
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*Pat Erickson* 7/27/2023  
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Pat Erickson  
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*Rebecca Bluett* 7/26/2023  
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Rebecca Bluett  
Bargaining Committee

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*Luci Baker* 7/26/2023  
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Luci Baker  
Bargaining Committee