



# **Postdoctoral Scholar (PX) UC-UAW Agreement Contract Training UCLA**

**M. Belinda Tucker – Graduate Division  
April de Stefano, OPVSS – Graduate Division  
Maurita Ploesch, CHR – Labor Relations  
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## HOW WE GOT HERE

- **In November 2008, PERB recognized the UAW as the exclusive representative of the Postdoctoral Scholars, including Paid Directs and Fellows.**
- **Negotiations were completed and the first contract was ratified on August 12, 2010.**

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# EXCLUSIVE REPRESENTATION: THE LAW

- **When a union is an exclusive representative it represents all employees in the bargaining unit**
  - **The union has the exclusive right and authority to negotiate with UC management about the wages, hours, benefits and working conditions that the employer provides to the employees it represents.**

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# EXCLUSIVE REPRESENTATION: THE LAW

- The union, in exchange for its representation of all employees in the bargaining unit, has the right to receive dues/fees from each employee.
  - **Dues:** payments made by employees who are members of the union (these employees have the right to vote): 1.15%
  - **Fees:** payments made by employees who do not join the union but are still represented by the union: .865%



# THE BARGAINING UNIT

- The unit includes Postdoctoral Scholar:
  - Employees Title Code (3252)
  - Fellows Title Code (3253)
  - Paid Directs Title Code (3254)
- HEERA considers all appointees to these titles to be “employees” for the purpose of collective bargaining and exclusive representation.
- *Article 1 - Recognition*



## **WHAT THIS MEANS FOR YOU UC-UAW CONTRACT / APM**

- **APM 390 is abolished**
- **Definition of Postdoctoral Scholar has NOT changed**
- **Postdoctoral Scholars do not “own” the work. Postdoctoral Scholar are “trainees” carrying out research.**
- **When a Postdoc appointment ends, the University is not obligated to replace her/him with another Postdoc, unless required by the training grant.**
- **Relationship with supervisor still involves performance and research expectations.**



# EFFECT ON ACADEMIC JUDGMENT

- **The University protected Academic Judgment in large part by keeping it out of the contract**
- **No change to the PI's ability to direct**
  - **what research is done**
  - **how it is performed**
  - **Nature of products (e.g. publications, materials, film, etc.)**



# MANAGEMENT AND ACADEMIC RIGHTS

- For the purposes of this contract the term “Academic Rights” is used in the employment context.
- Because the labor agreement deals with the “supervisory-employee” relationship, the University addressed only those forms of academic judgment that affect the “employment” relationship.
  - “For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory and mentoring responsibilities in the academic domain.”
- *Article 13 – Management and Academic Rights*

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# SUPERVISOR/POSTDOC RELATIONSHIP

- **Supervisor**
  - The term “supervisor” is used throughout the Agreement to refer to the person who is responsible for mentoring/ performance evaluation, appointment decisions, etc.
  - The term “Mentor” is not used, although “mentoring” is referenced.
- Supervisor is used because the Agreement reflects terms and conditions of *employment*, and therefore the relationships *covered by the labor agreement* are those of supervisor/employee.



# MENTORING

- Retained “mentoring” as an academic rather than a “supervisory” matter.
  - No Mentoring Article, as initially proposed by the UAW, viewing it as an extension of the faculty/student relationship.
- Processes associated with mentoring are found in Individual Development Plans and Progress Assessments

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## DEFINING THE MENTOR

- **The Mentor is the faculty member designated in the Offer Letter, which then OPVSS lists in the Notice of Appointment.**
- **The mentor of record has academic responsibility for the PDS during the appointment period regardless of whether the PDS has co-mentors.**

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# INDIVIDUAL DEVELOPMENT PLANS

- Development of an Individual Development Plan (IDP) is **OPTIONAL** – a PI cannot require a Postdoc to develop one.
- The Postdoc is responsible for the development of her/his IDP.
- The Supervisor may designate another qualified individual who can work with the Postdoc on her/his IDP.
- The IDP may be used as part of the foundation for the Performance Assessment.
- Process for developing IDP is outlined in the contract.
- The supervisor or Designee provides advice about revision.
- The process serves as a communication tool.
- *Article 9 – Individual Development Plans and Progress Assessments*

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# PROGRESS ASSESSMENTS

- Supervisor “shall provide the Postdoc with at least one written review per 12-month period”.
- Supervisor must communicate research and progress expectations for coming year; no specific time frame.
- When putting expectations in writing, supervisor may use a pre-established form.
- Contents of IDPs, Progress Assessments, and Annual Reviews are not grievable.



# ANNUAL EVALUATION

- Provides an assessment of the postdoctoral scholar's progress and overall performance.
- Signed by the Postdoctoral Scholar and Faculty Mentor.
- Template at:  
<http://www.gdnet.ucla.edu/gss/postdoc/pdevaluation.pdf>
- Submit the Annual Evaluations for Reappointments and salary increases during the appointment year.



## RECRUITING & APPOINTMENT

- The University has the exclusive non-grievable right to appoint, reappoint, or not appoint / reappoint a Postdoc.
- The University may *reappoint* a Postdoc to a different title, even though s/he may be doing the same work.
- If the University moves an employed Postdoc to a title outside the bargaining unit, it must notify the UAW. Contact OPVSS for assistance.
- *Article 25 - Titles and Classifications*



## HEALTH & SAFETY

- “Safety has no sides”
- Research may be inherently hazardous and appropriate actions should be taken to minimize hazards.
- Claims of “stress due to workplace hazards” are explicitly excluded from the H&S article
- *Article 7 – Health and Safety*



## HEALTH & SAFETY

- **Supervisor must document training and information provided to Postdoc**
- **No retaliation for filing a complaint**
- **Identified procedures to follow in an OSHA inspection**
- **Labor-Management Committee meets 2x per year**
  - **Release Time for Postdoc to attend the meeting**



## TIME WORKED

- Postdocs are considered “exempt” under the Fair Labor Standards Act (FLSA)
- Postdoc work norm remains “at least 40 hours per week”
- Time worked and time off is accounted for in terms of “days” rather than hours
- Supervisor still verifies absences
- *Article 24 – Time and Effort Commitment*

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# TIME OFF

- Allowed 24 personal days off during the year (up from 20)
- Eligible for 12 sick days during the year
- Supervisor cannot unreasonably deny time off
- Personal Time Off must be requested and approved in advance
- “Use-it-or-lose-it” form of time off
- Religious holiday – UC may not unreasonably deny a request
- Departments must track time off internally; it will not accrue in EDB.
- *Article 17 – Personal Time Off*
- *Article 8 – Holidays*
- *Article 22 – Sick Leave*



# LEAVES OF ABSENCE

- In compliance with all laws
- Similar to the APM
- Now Grievable & Arbitrable
- Contact Academic Personnel for assistance.
- *Article 12 – Leaves of Absence*

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# PERSONNEL FILES

- One “personnel” file at each location, even though numerous files with Postdoc information may exist.
- Supervisors may keep a personal file, but information in it cannot be used in future actions unless a copy has made it to the Personnel File.
- OPVSS is the OFFICE of RECORD.
- Departments must send OPVSS copies of all pertinent information.
- *Article 18 – Personnel Files*

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# DISCIPLINE & DISMISSAL

- **The University retains the right to discipline or dismiss for just cause and the process is outlined in the contract.**
- **Seek assistance from your Administrative Staff and Employee and Labor Relations Campus Human Resources**
- **Disciplinary Actions will be grievable and arbitrable.**
- ***Article 5 – Discipline and Dismissal***

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# GRIEVANCE & ARBITRATION

- **A Grievance is: “a claim by an individual Postdoctoral Scholar, a group of Postdoctoral Scholars, or the UAW that the University has violated a specific provision of this Agreement during the term of the Agreement.”**
- **The campus steps in the grievance process allow for review by the Dean and/or Vice Provost**
- **Seek assistance from your Administrative Staff and Employee and Labor Relations if you find yourself in this situation.**
- ***Article 6 – Grievance and Arbitration***



# LAYOFFS

- UC has sole discretion to determine layoffs.
- Layoffs are for “lack of funds” only.
- Layoffs are not discipline and cannot be used as a substitute for discipline.
- *Article 11 - Layoff*

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# APPOINTMENTS

- The initial appointment must be exactly 12 months.
- Subsequent reappointments are at management discretion and are also 12 months.
- Subsequent appointments may be shorter than a year, under limited circumstances. Duration of less than 12 months required an approved request for exception. The exception request form must be completed by the postdoctoral scholar and co-signed by the PI. Associate Dean M. Belinda Tucker must approve the exception.



# APPOINTMENTS

- **Appointments & Reappointments are at the sole discretion of the University.**
  - **Offer Letter – between PI and Postdoc**
  - **Notice of Appointment – issued by OPVSS Graduate Division to Postdoc with a copy to the department**
- **Offer Letter Template is available on the Grad Division website:  
<http://www.gdnet.ucla.edu/ucla/gss/pdsappmnttemp.pdf>**
- ***Article 2 – Appointments (Section 2C)***



## HEALTH BENEFITS

- **The Postdoc Health Benefit Plan (PSBP) will continue without changes for 2011 – UC continues to pay as it has in the past.**
- **In 2012, Postdocs begin paying for a set percentage of UC benefits – we will need to establish a system for collecting from Paid Directs**
- ***Article 3 - Benefits***

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# RETIREMENT BENEFITS

- UCRP Eligibility

- If, prior to Postdoc appointment, the Postdoc was a UC employee, s/he will be UCRP eligible.
- To avoid UCRP liability, the Postdoc must have a **break in service**, or UC will pay the UC share of UCRP.

- *Article 3 - Benefits*

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# COMPENSATION

## Effective September 1, 2010

- One-time across the board (ATB) increase for all Postdocs employed on August 12, 2010, and still employed on September 1, 2010;
- Postdocs paid under \$47,000 received a 3% salary increase; those earning \$47,000 or more received a 1.5% increase.
- Continues for the total time of the appointment and reappointment
- Now the new minimum salary for ALL Postdocs is \$37,740.
- *Article 4 - Compensation*



# COMPENSATION

## **Effective June 1, 2011**

- **All newly appointed Postdocs must receive at least the NIH rate for her/his years of experience as a Postdoctoral Scholar.**
- **The parties agreed to phase in the application of the NIH scale to Postdocs holding a Postdoc appointment as of the contract ratification.**



# COMPENSATION

## Effective June 1, 2011

- The University begins moving currently appointed Postdocs to (or toward) the applicable NIH step on reappointment.
- The reappointment decision:
  - Do I want the Postdoc for another year?
  - Do I have the funds?
- No requirement to reappoint.



# COMPENSATION

<b>0 (0 - 11 months exp)</b>	<b>\$37, 740</b>
<b>1 (12 – 23 months exp)</b>	<b>\$39, 756</b>
<b>2 (24 – 35 months exp)</b>	<b>\$42, 624</b>
<b>3 (36 – 47 months exp)</b>	<b>\$44, 304</b>
<b>4 (48 – 60 months exp)</b>	<b>\$45, 960</b>
<b>5 (61 – 72 months exp)</b>	<b>\$47, 940</b>
<b><i>By exception</i></b>	



# COMPENSATION

## Phase in:

- If a Postdoc is below the applicable experience step, see how much it would cost to move her/him to the applicable experience step.
  - If more than 3%, the University only need pay the Postdoc a 3% increase.
  - Once the Postdoc is on step, the s/he must move at least to the next NIH step on reappointment.



# COMPENSATION

## Phase in:

- If a Postdoc is already above the applicable NIH step based on her/his experience, future reappointments must be at least to the appropriate NIH experience level.
  - 2% per year upon reappointment

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# WEB RESOURCE LOCATIONS

- **For the Agreement:**  
[atyourservice.ucop.edu/employees/policies\\_employee\\_labor\\_relations/collective\\_bargaining\\_units/post\\_docs/](http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/post_docs/)
- **For Offer Letter Template:**  
<http://www.gdnet.ucla.edu/ucla/gss/pdsappmnttemp.pdf>
- **For UAW Deduction Authorization Form:**
- **Postdoctoral Scholars Information:**  
<http://www.gdnet.ucla.edu/postdocs.html>

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# OPVSS/LR CONTACTS

- **M. Belinda Tucker (mbtucker@gdnet.ucla.edu)**  
**Associate Dean / NRSA Business Official**
- **April de Stefano, Ph.D. (adestefano@gdnet.ucla.edu)**  
**Director, Office of Postdoctoral and Visiting Scholar Services**
- **Mike Flaxman (mflaxman@gdnet.ucla.edu)**  
**Administrative Analyst / Postdoctoral and Visiting Scholars**
- **Jenny Tang (jtang@gdnet.ucla.edu)**  
**Administrative Analyst / NRSA Activation to Termination**
- **Maurita Ploesch (mploesch@chr.ucla.edu)**  
**Labor Relations Specialist Campus Human Resources**



# QUESTIONS?

