

# **COLLECTIVE BARGAINING AGREEMENT**

Between

The University of Connecticut  
Board of Trustees

and

International Union, United Automobile, Aerospace  
and Agricultural Implement Workers of America (UAW),  
and its Local Union 6950

## TABLE OF CONTENTS

ARTICLE 1. Recognition.....	1
ARTICLE 2. Board Prerogatives.....	1
ARTICLE 3. Union Rights.....	3
ARTICLE 4. Union Security.....	4
ARTICLE 5. Non-Discrimination & Harassment.....	5
ARTICLE 6. Appointments and Reappointments.....	8
ARTICLE 7. Layoffs.....	9
ARTICLE 8. Employment Files.....	10
ARTICLE 9. Workspace & Materials.....	11
ARTICLE 10. Workload.....	11
ARTICLE 11. Intellectual Property.....	11
ARTICLE 12. Travel.....	12
ARTICLE 13. Training and Orientation.....	13
ARTICLE 14. Employee Assistance Program.....	13
ARTICLE 15. Union-Management Committee.....	13
ARTICLE 16. Health & Safety.....	13
ARTICLE 17. Parking and Transportation.....	14
ARTICLE 18. Holidays.....	15
ARTICLE 19. Time Off.....	15
ARTICLE 20. Personal Leave.....	16
ARTICLE 21. Sick Leave.....	16
ARTICLE 22. Family/Medical Leave.....	17

ARTICLE 23. Compensation.....	17
ARTICLE 24. Professional Development.....	19
ARTICLE 25. Outside Employment.....	20
ARTICLE 26. International Postdoc Rights.....	21
ARTICLE 27. Discipline and Dismissal.....	21
ARTICLE 28. Grievance & Arbitration.....	22
ARTICLE 29. Continuation of Services.....	24
ARTICLE 30. Severability.....	24
ARTICLE 31. Terms and Scope of Agreement.....	25
Sign-Off.....	26
APPENDIX A. Notification to Bargaining Unit Members in OIE Investigations.....	27

## **ARTICLE 1**

### **RECOGNITION**

Section 1. Pursuant to the agreement between the University of Connecticut and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) on June 29, 2018, and the certification of majority support by the Connecticut State Board of Labor Relations in Case #33177 on July 23, 2018, the Board of Trustees of the University of Connecticut (hereinafter referred to as "the University" or "the Board") recognizes the UAW, and its Local Union 6950 as it relates to the individual affiliate unit of Postdoctoral Research Associates (hereinafter, collectively, "the Union"), as the exclusive bargaining representative for those employees who are expressly identified by the title "Postdoctoral Research Associate" (hereinafter "Postdocs") in the Storrs payroll system and employed at the Storrs and Regional campuses (excluding the University of Connecticut Health Center).

Section 2. For purposes of this Agreement, the term Postdoctoral Research Associate at these locations is defined as a researcher holding a doctoral degree (or equivalent), who is engaged in a temporary period of mentored research and/or scholarly training for the purpose of gaining scientific, technical and other professional skills that advance the professional career, and whose appointment is associated either with an individual research grant from an external sponsor or with departmental/school resources paid by the University. A Postdoctoral Research Associate as defined herein is an employee of the University and is compensated for services performed. The parties mutually acknowledge this Agreement does not cover any individual with the job title of Postdoctoral Research Fellow or Trainee or any other similarly situated employee at Storrs or any other regional campus (including UConn Health) who may or may not be already represented by a union recognized by the University.

Section 3. Notwithstanding the exclusions listed above, the Board of Trustees reserves its right under Connecticut General Statute § 5-270 to exclude additional positions which are or which may become managerial during the life of this contract.

## **ARTICLE 2**

### **BOARD PREROGATIVES**

Section 1. The parties agree that all of the matters set forth in sub-paragraphs (a)-(d) of paragraph 3 of the Neutrality Agreement shall govern their conduct, shall survive the signing of any subsequent collective bargaining agreement and shall be included or deemed incorporated by reference in any such agreement.

Section 2. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling,

responsibilities and assignment of Postdocs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which Postdocs' performance is evaluated; to establish and require Postdocs to observe University rules and regulations; to discipline or dismiss Postdocs; to establish or modify the academic and work calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, appoint, reappoint or transfer Postdocs; to determine how and when and by whom instruction is delivered and research is performed; to determine in its sole discretion all matters relating to Postdoc hiring and tenure; to introduce new methods of instruction or research; to establish tuition, fees, and charges of general application, and changes in such matters; to establish Postdoc compensation amounts and determine the amount and timing of any changes in compensation consistent with Article 23; to determine and modify job classifications and job descriptions; to investigate and determine matters of research and/or scholarly misconduct; to approve all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members; to authorize or deny leaves of absence, vacations, sick leaves or other paid or unpaid leaves; to layoff Postdocs where funding is not available or for other legitimate reason; and to exercise sole authority on all decisions involving academic and research policy matters.

Section 3. Except as otherwise provided in this Agreement, the University also has the right to establish, maintain, modify and enforce standards of performance, conduct, order and safety by which Postdocs shall abide. The University shall also have the right to establish or revise disciplinary policies to address violations of these rules. The Union may grieve the reasonableness of such rules and policies.

Section 4. Decisions regarding the subject of research projects, goals and approaches to research, the methods used in research projects, and who performs the research; and who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and research governance and shall be made at the sole discretion of the University. Other questions of academic and research policy judgment that shall remain in the University's discretion are: decisions of who becomes a Postdoc; decisions regarding research methodology and materials; decisions about academic standards and whether to create, eliminate, combine, or modify academic, outreach, service and research programs; decisions regarding the selection and assignment of faculty and all positions, that support research; decisions regarding grants including application, selection, funding, administration, usage, accountability and termination; and decisions regarding the establishment of payment for services performed, fees and charges of general application and changes in such matters.

Section 5. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section 6. No action taken by the University with respect to a management, research policy or academic right shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this Agreement. Arbitration will not reach academic and research policy matters unless it directly affects the wages, hours or conditions of employment of Postdoctoral Research Associates and does not constitute a matter of managerial prerogatives.



## ARTICLE 3

### UNION RIGHTS

**Section 1. Bargaining Unit Information.** The University shall provide the Union electronically with data about the bargaining unit as provided in this Article. Each month, the University shall, to the extent available in the appropriate system, provide the Union electronically with the roster of the bargaining unit, including for each member of the bargaining unit: full name, UConn email, local mailing address and phone, work address and phone, employee identification number, date of hire into Postdoctoral Research Associate payroll title, most current appointment end date, job title, bi-weekly salary, work department or hiring unit, work location (building), and supervisor if available or department head.

**Section 2. Use of Campus Mail Systems.** The Union may use the University email and mail service under the current policy for registered organizations. Pursuant to the policy, the Union understands that it shall pay the regular rate, that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University. All use shall be in accordance with the applicable acceptable use policies.

**Section 3. Publication of Agreement.** Following ratification and approval by the parties, the University shall publish the collective bargaining agreement on its designated website.

**Section 4. Use of Space.** The Union may arrange for the use of University conference rooms and meeting space on the same basis as other unions recognized by the University.

**Section 5. Postdocs' Rights to Union Information.** The University shall notify newly appointed Postdocs of the position being covered by the bargaining unit and shall supply them with the link for the Union's website where they may access membership information and forms.

**Section 6. Union Representatives.** The Union may designate officers and/or stewards, appropriate to the size of the unit, who shall be members of the bargaining unit. The Union shall furnish the University with a written list of the Union's officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement.

- a. No officer/steward shall be discriminated against for membership in the Union, or for performing Union business.
- b. Up to five (5) Postdocs of the Union's choosing may be designated as stewards for the purpose of administering this Agreement. Stewards shall be permitted reasonable time for representation of employees covered by the collective bargaining agreement related to a grievance, so long as they do not disrupt University operations. The Postdoc steward shall, when circumstances necessitate, coordinate with their supervisor in order to maintain required effort on responsibilities assigned to the position.

- c. Up to five (5) Postdocs designated as bargaining team members for the purpose of bargaining a replacement agreement shall be permitted reasonable time to participate in scheduled bargaining sessions. None shall be from the same laboratory. The Postdocs designated as bargaining team members shall provide their supervisors with notice of their role as a bargaining team member. Postdoc bargaining team members shall, when circumstances necessitate, coordinate with their supervisor in order to maintain required effort on responsibilities assigned to the position.
- d. Any Postdoc whose presence is required as a witness: (1) at a meeting or hearing the subject of which deals with the administration of this Agreement; or (2) proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement, shall be allowed time for that purpose. Postdocs who serve as a witness as outlined in this Section shall, when circumstances necessitate, coordinate with their supervisor in order to maintain required effort associated with responsibilities assigned to the position.

**Section 7. Union Access.** A reasonable number of Union representatives shall be permitted access to areas of the campus that are open to the general public and employees' work spaces for the purpose of communicating and meeting with Postdocs, in accordance with the rules and regulations of the University and paragraph 6(b) of the Neutrality Agreement entered into by the University and the Union on or about June 29, 2018 ("Neutrality Agreement"), and provided that the Union does not disrupt the operations of the University. Except as provided in Section 9, Postdocs Rights to Union Orientation, and in accordance with paragraph 6(b) of the Neutrality Agreement, no recruiting of eligible Postdoctoral Research Associates shall be engaged in during time when such employees are performing their duties for the University.

**Section 8. Access to Bulletin Boards.** The Union shall have the right to post information on departmental bulletin boards designated for that purpose (physical and electronic or virtual).

**Section 9. Postdoc Rights to Union Orientation.** The University shall continue to require Postdocs to attend new employee orientation. Upon scheduling of any new employee orientation, or another formal orientation for Postdocs at the University, School, College or department level, the University shall inform the Union of the schedule for the orientation and permit the Union to have thirty (30) minutes on the orientation agenda to inform Postdocs about their rights and obligations under this Agreement and to distribute materials, including Union membership application and dues deduction authorization.

## **ARTICLE 4**

### **UNION SECURITY**

**Section 1.** The University shall deduct membership dues and initiation fees from the pay of all bargaining unit employees who choose to be members of the Union. The Union will communicate the amount of such dues and initiation fees to the University.

Section 2. Within thirty (30) days of the effective date of the contract, the University shall begin deducting the initiation fee, pursuant to Section 1, and begin deducting dues bi-weekly from the gross paycheck of each member.

Section 3. The dues and fees deducted under this Article shall be transmitted to the Union within ten (10) working days after each payday for which deductions are made.

Section 4. The University shall deduct amounts bi-weekly from the pay of all dues-paying bargaining unit members whose written authorizations have been provided to the University authorizing it to make specified contributions to the UAW Voluntary Community Action Program (VCAP).

Section 5. The Union will submit an electronic list of all changes to membership and VCAP authorization, including the amount and written authorization with respect to any change in the amount of an authorized VCAP deduction, prior to the deadline for the University to make such deductions, so that the University can make the appropriate deductions.

Section 6. If a bargaining unit member contacts the University to request that payroll deduction be ended, the University will promptly refer the employee to the Union to process the request, and the Union shall promptly notify the University of the disposition of the request.

Section 7. The University may request to view, audit, or secure a copy of an authorization or authorizations for membership, if there is a dispute.

Section 8. The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as provided by the Comptroller's office to other unions at the University.

Section 9. The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

## **ARTICLE 5**

### **NON-DISCRIMINATION & HARASSMENT**

Section 1. Neither the University nor the Union shall discriminate against a Postdoc on the basis of race, color, ethnicity, religious creed, age, sex, marital status, national origin, citizenship, ancestry, sexual orientation, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, past/present history of a mental disorder), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, or membership in other protected classes set forth in state or federal law. Discrimination is any distinction, preference, or detriment to an individual based on a category listed above that (1) excludes a Postdoc from participation; (2) denies the Postdoc the benefits of; (3) treats the Postdoc differently; or (4) otherwise adversely affects a term or condition of a



Postdoc's employment or participation in a University program or activity. Neither the University nor the Union will discriminate against lawful political activity or Union membership and activity.

Section 2. In the event an accommodation proposed to comply with state or federal law conflicts with a provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation.

Section 3. The parties agree that an accommodation made by the University or the Union with respect to any term or condition of employment shall apply only to the person accommodated in the particular situation. The fact that such person was accommodated, and the manner and method of such accommodation, shall be without precedent and may not be used or relied upon by any person or entity with regard to any subsequent grievance or arbitration pursuant to this Agreement.

Section 4. The *Policy Against Discrimination, Harassment, and Related Interpersonal Violence* ("Policy Against Discrimination") shall be made available to Postdoctoral Research Associates through posting on a University website.

Section 5. No Postdoc shall be subjected to discrimination or discriminatory harassment as defined in the *Policy Against Discrimination*, which is revised and updated and may be renamed from time to time. This policy applies to Postdocs as well as the other members of the University Community. Discrimination and harassment are defined, and examples of discrimination and harassment and other prohibited conduct are set forth in Section IX of the *Policy Against Discrimination*. If there is a conflict between this policy and this Agreement, then the Agreement shall govern.

Section 6. The University recognizes that sexual harassment is inimical to its core mission, including its research and education mission, and will not tolerate sexual harassment in any form, and will not tolerate harassment of Postdocs by faculty, administrators, supervisors, students, coworkers, vendors, or visitors to the University.

(a) Unwelcome actions such as the following are inappropriate and depending on the circumstances, may meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual favoritism;
- Sexual pranks;
- Repeated sexual teasing, jokes, innuendo, or story-telling in person, or via email or other electronic media;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to, brushing up against, touching, or massaging a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated they are not interested (supervisors in particular should be careful not to pressure a Postdoc to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Making sexually suggestive gestures;

- Making or posting sexually demeaning or offensive pictures, cartoons, or other materials in the workplace;
- Stalking;
- Unwelcome conduct as enumerated above that occurs off duty and affects the work environment.

Section 7. Retaliation against any Postdoc who, in good faith, reports or who participates in the investigation of violations of the *Policy Against Discrimination* and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the *Policy Against Discrimination* or this Agreement. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the *Policy Against Discrimination* or this Agreement. Retaliation does not include good faith actions lawfully pursued in response to a report of prohibited conduct. Claims of retaliation based on filing a discrimination or harassment complaint or on participating in an investigation of a discrimination or harassment complaint should be reported by the Postdoc or by the Union on the Postdoc's behalf to the Office of Institutional Equity ("OIE"). Other claims of retaliation should be reported in accordance with the University's Non-retaliation Policy. The University shall investigate all claims of retaliation promptly. The University shall ensure that a Respondent to a Postdoc's report or grievance, or to a report or grievance in which a Postdoc participated, will come under the joint authority of the Graduate School. In the event the matter proceeds to arbitration, the arbitrator cannot issue any award that makes an academic judgement.

Section 8. Postdocs who file a complaint alleging a violation of the *Policy Against Discrimination* to OIE shall be notified in writing that OIE's role is investigatory, that the OIE investigator does not represent the Complainant or the Respondent, and that the Postdoc may be a member of the bargaining unit and may elect to have a Union official act as a support person during the investigation. To that end, the OIE shall provide to the Postdoc the letter from the Union incorporated herein as Appendix A. In the event a Complainant or Respondent requests that OIE advise the Union of the complaint, such notification shall be made. If a Postdoc contacts the Union about a grievance that alleges a violation of this Section or the University's *Policy Against Discrimination*, the Union shall encourage the grievant to bring the matter to the OIE.

Section 9. In the event a Postdoc has not filed a complaint with OIE, but files a grievance alleging a violation of this Article, the University may forward the allegations to relevant offices to help the process of investigation of the grievance. The grievant is encouraged to cooperate with efforts by University representatives, including interviews, to investigate the alleged violations cited in the grievance. The grievant shall have the right to Union representation during investigatory interviews, other than those conducted by OIE. Consistent with OIE procedures, a grievant who participates in the OIE investigatory process shall have the right to have one (1) support person (which may be a Union representative) accompany them to any meeting with OIE related to the investigation. Accordingly, attendance at a meeting concerning an OIE process is limited to OIE representatives, the grievant, and the grievant's chosen support person, unless mutually agreed to in advance. Nothing in this Section is intended to impact or alter OIE procedures, as may be amended from time to time. Should federal regulations concerning Title IX investigatory processes materially change, the parties agree to meet and discuss the impact.

Section 10. In instances where the grievance is sustained, or during an investigation conducted by OIE in accordance with Article 28, Section 5, where interim remedial measures are taken, the University shall have the following remedies or interim measures available, including but not limited to: change to a different workstation, schedule, work location, supervisor, unit, department, or position appropriate for the Postdoc, provided that, in the case of a Complainant/Grievant, the change is equitable; training and education of a Respondent; and no contact remedies.

Section 11. The University maintains Gender Transition Guidelines to assist transgender and gender variant members of the campus community with navigating the policies and practices of the University during a gender transition, as well as to assist University community members in their efforts to support transgender community members. In conjunction with such Guidelines, as they may from time to time be revised and updated, the University shall comply with law including any applicable building code with respect to the provision of all-gender restrooms. The University shall make reasonable efforts to accommodate requests by a Postdoc for an all-gender restroom within a reasonable distance to the Postdoc's workplace.

Section 12. The University shall comply with the law including any applicable building code with respect to the provision of lactation stations.

## **ARTICLE 6**

### **APPOINTMENTS AND REAPPOINTMENTS**

Section 1. Postdoctoral Research Associate appointments are temporary and for a fixed duration. All appointments shall typically be for one (1) year duration. At the University's discretion an appointment may be for other durations where circumstances require, including but not limited to where, at the time of appointment, there is insufficient funding for one (1) year, the continuation of the project is for less than one (1) year, recruitment or retention issues arise, and/or visa restrictions apply. In exceptional situations, a Postdoc shall have the right to request appointments of shorter duration or less than one hundred percent effort (100% FTE). In no event shall an appointment be made for less than fifty percent effort (50% FTE).

Section 2. It is within the University's sole discretion whether to appoint, reappoint or not reappoint a Postdoctoral Research Associate.

Section 3. The University shall make reasonable efforts to issue initial written appointment notification within a reasonable period prior to the start date, but in no instance shall an appointment notification be issued later than the start date of the appointment.

Section 4. Reappointment notification shall not be issued later than thirty (30) calendar days prior to the start date of the reappointment except in exceptional circumstances.

Section 5. Appointment and reappointment notification letters shall include the following:

- A. Appointment title
- B. Beginning and end dates of the appointment
- C. Appointment percentage

- D. PI or supervisor's name(s)
- E. Department or academic/research unit
- F. Anticipated location or worksite
- G. Name of a hiring unit person to contact for information regarding the appointment (with contact information)
- H. A brief summary of the general nature of required duties and anticipated research project(s)
- I. Funding information available to the University at the time of appointment including: salary amount; supplemental compensation information, if any; and funding source(s)
- J. A summary of benefits including insurance benefits, and the requisite enrollment information or citation to the relevant website
- K. The employee's opportunity to develop and discuss an Individual Development Plan with their PI
- L. A link to access University non-discrimination policy, as may be amended
- M. Contact information for the International Student and Scholar Services Office (ISSS)
- N. A statement that this appointment is covered by this collective bargaining agreement, with link to the Union website
- O. Response requirements, if any
- P. Other information agreed upon by the parties

Section 6. Due to the temporary nature of Postdoctoral Research Associate positions, it is in their best interest to limit the total duration of an individual's postdoctoral service to five (5) years, including postdoctoral service at other institutions. Therefore, a Postdoc shall serve no more than five (5) years at the University. At the sole discretion of the University and at the request of the PI or Postdoc, an exception to this limit may be granted.

## ARTICLE 7

### LAYOFFS

Section 1. For the purposes of this Article, layoff is defined as an involuntary separation, or a reduction in percent effort or duration of appointment, for a Postdoc prior to the established appointment end-date due to lack of funding. The non-renewal or failure to be reappointed at the end of an established appointment period (even if related to funding), or separation for cause, shall not be considered a layoff under this Article.

Section 2. When a Postdoc is laid off, they shall receive a notice period in accordance with the following:

- a. Thirty (30) days for a Postdoc with less than three (3) years of service as a Postdoc with the University.
- b. Sixty (60) days for a Postdoc with greater than three (3) year of service as a Postdoc with the University.

Section 3. At the University's sole discretion, payment in lieu of notice may be issued to a Postdoc. In cases where a Postdoc receives less notice of layoff than prescribed above, such Postdoc shall be eligible for the full amount of the payment associated with the applicable notice



period; however, the termination date shall not be extended to coincide with the period covered by the notice payment.

Section 4. The decision to lay off a Postdoc is at the sole discretion of the University. At least ten (10) days prior to the decision by the University to lay off a Postdoc, the University official in charge of collective bargaining, or designee, will meet with the Union to discuss the anticipated layoff. The University shall meet with the affected Postdoc and the Union to consider whether alternative appointments within the University may be suitable for the remainder of the existing appointment. In the event that no suitable alternative exists, the University will provide advice to the Postdoc in finding other employment for which they are qualified.

## ARTICLE 8

### EMPLOYMENT FILES

Section 1. "Employment file" shall be defined as documents maintained by the University reflecting an individual's appointment as a Postdoc, revision or termination of such appointment, job-related evaluations and discipline, and pay and benefits related to such appointment.

Section 2. Grievances filed by a Postdoc and records concerning the processing and resolution of the grievance, including any arbitration concerning it, shall not be considered part of the employment file.

Section 3. The University shall, within ten (10) working days after receipt of a written request from a Postdoc, permit them, who may be accompanied by a Union representative if the written authorization by the individual so provides, to inspect their employment file. Such inspection shall take place during regular business hours at a location designated by the University. The Postdoc may not remove the employment file from the designated premises. The University may require that inspection take place in the presence of a designated individual.

Section 4. If upon inspection of the employment file a Postdoc disagrees with any of the information contained in such file, removal or correction of such information may be agreed upon by such individual and the University. If such individual and the University cannot agree upon such removal or correction, then the individual may submit a written statement explaining their position. Such statement shall be maintained as part of the employment file and shall accompany any transmittal or disclosure of such file to a third party.

Section 5. Within a reasonable time after receipt of a written request from a Postdoc, the University will provide them, or the Union if the individual has authorized the Union to receive it, with a copy of all or part of the individual's employment file, provided such request reasonably identifies the materials to be copied. The University may charge a fee for such copying reasonably related to the cost of supplying the requested documents.

Section 6. The employee shall be notified of the placement of any negative evaluative material in their employment file within ten (10) working days.



## **ARTICLE 9**

### **WORKSPACE AND MATERIALS**

Section 1. The University shall provide bargaining unit employees workspace, facilities, equipment, and materials necessary for the performance of their assigned duties.

Section 2. If a bargaining unit employee uses personal funds to make purchases that are (a) authorized by their supervisor in accordance with University procurement policies; and (b) necessary for the performance of their duties, the University shall reimburse the bargaining unit employee consistent with University reimbursement policies.

Section 3. In accordance with Article 15, the Union-Management Committee shall consider whether and to what extent the University shall notify employees about accessibility of available research resources.

## **ARTICLE 10**

### **WORKLOAD**

Section 1. An appointment to a Postdoc position is typically full-time, one hundred percent effort (100% FTE). A full-time bargaining unit employee typically will work forty (40) hours per week towards the research needs of the University. Full-time bargaining unit employees are exempt from the Fair Labor Standards Act (FLSA) and are generally self-directed in the performance of their assigned duties. Their work hours and work schedules may vary as research needs dictate. The emphasis for such employees is placed on meeting the responsibilities assigned to the position, where the responsibilities include activities related to the individual Postdoc's professional development, rather than working a specified number of hours.

Section 2. Where a Postdoc has a less than full-time appointment, workload shall be commensurate with the percent effort associated with the appointment. Exempt Postdocs shall not receive overtime compensation or accrue compensatory time off.

## **ARTICLE 11**

### **INTELLECTUAL PROPERTY**

Section 1. Bargaining unit employees shall have the same intellectual property rights and obligations as other University employees under applicable state and federal statutes and University By-Laws and policies. Intellectual property that is (1) derived without use of University resources, equipment, facilities or funding; and (2) unrelated to the employee's research at the University, will not be considered University property, subject to state and federal guidelines.

Section 2. The Union acknowledges that the University may revise, issue, and/or develop bylaws and policies respecting intellectual property at any time. Such policies and any changes shall apply to Postdocs, as employees, upon implementation by the University. The University

shall provide the Union timely notice of any revisions to the Intellectual Property and Commercialization Policy.

Section 3. Postdocs shall have rights to authorship on any original works, in keeping with academic norms.

Section 4. The University shall, on request, grant a Postdoc a non-exclusive, non-commercial license for research, teaching, and educational use of intellectual property created while working as an employee, and to which they have a legitimate claim.

Section 5. Postdocs shall be subject to and have rights under the Policy on Alleged Misconduct in Research in the same manner as other University employees.

Section 6. A dispute arising under this Article may proceed to arbitration only if it arises based on procedural or other non-academic factors.

Section 7. The University shall post its current intellectual property, commercialization, and patent policies on its website.

Section 8. Retaliation against any Postdoc who, in good faith, reports or who participates in the investigation of violations of policies referenced in this Article is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the Policy on Alleged Misconduct in Research. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the Policy on Alleged Misconduct in Research. Claims of retaliation based on filing a complaint of research or academic misconduct, in connection with their employment, or on participating in an investigation related to research and academic misconduct should be reported by the Postdoc or by the Union on the Postdoc's behalf to the Vice President for Research (VPR) or designated Research Integrity Officer (RIO). The University shall investigate all claims of retaliation promptly. The University shall ensure that a Respondent to a Postdoc's report or grievance, or to a report or grievance in which a Postdoc participated, will come under the joint authority of the Graduate School.

## **ARTICLE 12**

### **TRAVEL**

A Postdoc who is required by their supervisor to travel as part of their duties will be reimbursed in accordance with the applicable University travel policy, as such policy may be changed from time to time.

## **ARTICLE 13**

### **TRAINING AND ORIENTATION**

The University and/or supervisor may require a bargaining unit employee to attend training, orientations, workshops, or courses necessary to perform their assigned duties for their current appointment. In such cases, the University shall consider attendance at such sessions as part of the employee's normal workload and shall reimburse associated costs in accordance with the University's travel and related policies.

## **ARTICLE 14**

### **EMPLOYEE ASSISTANCE PROGRAM**

The University will make an Employee Assistance Program available to Postdocs and eligible family members on the same basis that it is made available to faculty and other employees of the University.

## **ARTICLE 15**

### **UNION-MANAGEMENT COMMITTEE**

The parties agree to establish a joint Union-Management Committee composed of up to eight (8) members. Up to four (4) members shall be designated by the University and up to four (4) members designated by the Union. The Committee shall meet at least twice per year to discuss matters affecting Postdocs covered by this Agreement and other related issues that are not the subject of an active grievance. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The Committee may also convene at other times upon mutual agreement. No matter shall be submitted to the Committee once it has been made subject to the grievance or arbitration provision of this Agreement.

## **ARTICLE 16**

### **HEALTH & SAFETY**

Section 1. The University shall continue to make reasonable provisions for the safety and health of bargaining unit employees in pursuit of their work. Such reasonable provisions shall include providing safe equipment, the necessary maintenance of such equipment, and training in the proper use of such equipment. Appropriate safety equipment shall be furnished to employees as required. Employees shall not be required to work in conditions that pose an imminent threat to health and safety. Should an employee become aware of a condition they believe poses an imminent threat, they shall immediately report the condition to a supervisor and/or to Environmental Health and Safety (EH&S) to make a determination as to whether it is safe to remain in the workplace.

Section 2. The University's Health and Safety policy, as may be updated or revised, is incorporated into this Agreement.

Section 3. The University agrees to appoint to the Environmental Health and Safety Committee a member of the bargaining unit who shall be designated by the Union. The Union Management Committee established in Article 15, or a subcommittee thereof if the Committee chooses to create one for such purpose, shall include health, safety and security issues in its agenda at the request of either party to the Agreement.

Section 4. The University shall follow University procedures to notify employees of any asbestos abatement projects or other hazards that will impact a workspace to which a bargaining unit employee is assigned.

Section 5. The Union may request and the University shall provide non-exempt copies of lab inspection reports from EH&S.

Section 6. The University shall not retaliate against any bargaining unit employee for identifying and/or expressing concerns about safety-related issues.

## **ARTICLE 17**

### **PARKING AND TRANSPORTATION**

Section 1. The University retains the right to establish and change parking rates, open and close lots, and modify parking conditions and regulations. The University shall provide 30 days advance written notice to bargaining unit members of any intended change in parking rates and regulations affecting bargaining unit members.

Section 2. Postdocs shall have the right to pay for parking permits through bi-weekly payroll deductions over the course of their appointment.

Section 3. Postdocs who purchase parking permits in accordance with this Article at the campus at which they are primarily employed shall have the parking permit honored in comparable parking areas at other campuses when traveling to such locations for University business.

Section 4. The Transportation Advisory Committee may meet to discuss and receive comments regarding any proposed changes in parking rates. The University agrees to appoint to the Transportation Advisory Committee a member of the bargaining unit who shall be designated by the Union.

Section 5. The Union-Management Committee may consider and make recommendations to the University concerning how parking and transit services can be improved for the benefit of Postdocs.

## **ARTICLE 18**

### **HOLIDAYS**

Section 1. Bargaining unit employees shall not be required to work on the following holidays when the holidays occur during the term of their full-time appointment:

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Section 2. Bargaining unit employees appointed for less than 100% FTE shall have their holiday leave prorated by the percentage of such appointment, e.g. 75% FTE equivalent of 6 hours of paid holiday leave.

Section 3. Any Postdoc required to work by their PI on a holiday enumerated in Section 1 may arrange with their supervisor for a mutually agreeable alternative day off within the same appointment period.

Section 4. This Article covers the entirety of holiday leave for bargaining unit employees, and any and all prior agreements, discussions, past practices, or understandings between the parties pertaining to the subject matter herein are merged into and superseded by this Article.

## **ARTICLE 19**

### **TIME OFF**

Section 1. Bargaining unit employees shall have the right to twenty-two (22) business days of time off from expected duties annually for full-time appointment. Bargaining unit employees shall provide reasonable notice to their immediate supervisor of a request to take time off and such supervisor shall not unreasonably withhold approval of such request.

Section 2. Bargaining unit employees appointed for less than 100% FTE, or appointed for less than a full year, shall have their time off prorated by the percentage of such appointment, e.g. 75% FTE = 16.5 days of time off.



Section 3. Unused time off days shall not be rolled over to reappointments, if any. There shall be no payout of unused time off days. This Article shall not be construed to prevent an arbitrator from making whole a Postdoc who was arbitrarily or unreasonably denied a request to use time off, up to twenty-two (22) days, in accordance with Sections 1 and 2.

Section 4. A bargaining unit employee may donate up to three (3) days of time off to a bargaining unit employee who has, through serious illness, exhausted their paid leave for the year. Such donation must be approved by the bargaining unit employee's department head, Dean, and the Vice Provost of Graduate Education and the Dean of the Graduate School, or designee.

Section 5. This Article covers the entirety of paid time off for bargaining unit employees, and any and all prior agreements, discussions, past practices, or understandings between the parties pertaining to the subject matter herein are merged into and superseded by this Article.

## **ARTICLE 20**

### **PERSONAL LEAVE**

Section 1. The University shall grant bargaining unit employees the right to two (2) personal leave days annually for a full-time appointment. Bargaining unit employees appointed for less than 100% FTE, or appointed for less than a full year, shall have their personal days prorated by the percentage of such appointment.

Section 2. Unused personal days shall not be rolled over to reappointments, if any. There shall be no payout of unused personal days.

Section 3. This Article covers the entirety of paid personal leave for bargaining unit employees, and any and all prior agreements, discussions, past practices, or understandings between the parties pertaining to the subject matter herein are merged into and superseded by this Article.

## **ARTICLE 21**

### **SICK LEAVE**

Section 1. The University shall grant bargaining unit employees up to fifteen (15) paid sick days annually for a full-time appointment, to be used for a bona fide personal illness. Of the fifteen paid sick days, up to ten (10) days of sick leave per full-time appointment may be used for illness of an immediate family member residing in the employee's household and up to five (5) for a death in the immediate family. Bargaining unit employees appointed for less than 100% FTE, or appointed for less than a full year, shall have their sick days prorated by the percentage of such appointment. Immediate family shall mean parent; step or foster parent; sibling; step or foster sibling; parents-in-law; spouse; grandparent; child; step or foster child. The definition of immediate family shall be extended to include a cohabitating partner if the employee provides the University with a domestic partnership affidavit.

Section 2. The University shall grant a bargaining unit employee who gives birth to a child six (6) consecutive weeks of paid maternity leave following natural childbirth or eight (8) weeks following cesarean section. A bargaining unit employee who is a non-birth parent of a newborn or adopted child shall be granted paid leave of 15 consecutive work days to care for or bond with the child. Leave granted under this Section shall not extend beyond the end-date of the employee's appointment and shall be prorated for employees appointed for less than 100% FTE.

Section 3. A bargaining unit employee who has exhausted their annual sick leave through a serious illness shall be eligible to receive a donation of time off from other bargaining unit employees. Extended leaves of absence beyond thirty (30) days, paid or unpaid, shall be granted at the sole discretion of the University. The University's decision whether to grant extended leaves of absence shall not be grievable or arbitrable.

Section 4. Unused paid sick days shall not be rolled over to reappointments, if any. There shall be no payout of unused sick days.

Section 5. This Article covers the entirety of paid sick leave for bargaining unit employees, and any and all prior agreements, discussions, past practices, or understandings between the parties pertaining to the subject matter herein are merged into and superseded by this Article.

## **ARTICLE 22**

### **FAMILY/MEDICAL LEAVE**

Postdocs' right to family/medical leave shall be governed by federal law and by Connecticut General Statutes§ 31-51kk, *et seq.*

## **ARTICLE 23**

### **COMPENSATION**

Section 1. Salary Minimum.

- (a) Effective with the first full pay period following the effective date of this Agreement, the annual salary minimum for Postdocs will be \$50,500. All Postdocs hired with full-time appointments after March 1, 2020, shall be hired at not less than the minimum salary. The minimum salary shall be prorated for Postdocs appointed for less than 100% FTE or for more or less than one year.
- (b) During the term of this Agreement, if the National Institutes of Health (NIH) raise the minimum salary for postdoctoral research associates above that which is set forth in subsection (a), all Postdocs covered by this Agreement will be appointed or reappointed at not less than the NIH minimum in effect on the date of their appointment or reappointment. For purposes of this Article, the NIH salary or salary schedule shall refer to National Research Service Award (NSRA) stipend guidelines, or such successor measure as may be used by the NIH.

**Section 2. Salary Increases.**

- (a) **Current Postdocs.** After being increased to the salary minimum set forth in Section 1, Postdocs who were on the payroll as of December 13, 2019 and who remain on the payroll as of March 1, 2020, shall receive a 1.5% increase to their annual salary effective with the first full pay period after March 1, 2020. On the date of their first reappointment after March 1, 2020, all current Postdocs shall receive a 1.5% increase to their annual salary, or an increase to a salary of \$53,000 per year, whichever is higher. Thereafter, during the term of this Agreement, current Postdocs who receive any subsequent one-year reappointment(s) shall receive a 3% increase to their annual salary effective with the start date of their reappointment(s), or the NIH minimum salary, whichever is greater.
- (b) **New Postdocs.** During the term of this Agreement, Postdocs who were not on the payroll as of December 13, 2019, shall receive a 3% increase to their annual salary effective with the start date of any subsequent one-year reappointment(s), or the NIH minimum salary, whichever is greater.
- (c) Annual salary increases shall be prorated in the event a Postdoc is appointed for a term of more or less than one year.

**Section 3.** The decision to appoint or reappoint a Postdoc above the salary minimum, and the decision to provide an increase above the increase specified in this Article, is at the sole discretion of the University and shall not be subject to grievance or arbitration pursuant to Article 28. The University encourages all Principal Investigators to consider the NIH experience-based salary schedule.

**ARTICLE 24**

**PROFESSIONAL DEVELOPMENT**

**Section 1. Individual Development Plans.** As set forth in Article 6, Appointments and Reappointments, Postdocs shall have the opportunity to develop and discuss an Individual Development Plan ("IDP") with their PI.

**A. Individual Development Plan**

- 1. An IDP provides a planning process that identifies the Postdoc's general individual research goals, professional development and career objectives. It may also serve as a link to the supervisor's research goal, and thus serves as a communication tool between a Postdoc and their supervisor. For the purposes of this Article, supervisor may be an appropriate designee approved by the Postdoc's PI. In addition to the Postdoc's supervisor, the Postdoc may consult with additional career mentors in the development of an IDP.
- 2. Postdocs may elect to develop an IDP. The Postdoc shall follow the process outlined below:
  - a. When developing an IDP, the Postdoc may discuss their research goals, general professional development needs, and career objectives with the supervisor and any additional career mentor(s).
  - b. In the event a Postdoc desires a written IDP, they will normally conduct a self-assessment and discuss opportunities with their supervisor and any

- additional career mentor(s). The Postdoc may then submit a written draft of the IDP to the supervisor for discussion.
- c. The supervisor or designee will share their knowledge about available development opportunities with the Postdoc, will review the IDP and provide advice about possible revisions as needed.
  - d. When implementing the plan, if the Postdoc believes the plan requires revision, they will follow the process outlined in Section 1(A)(2)(a), above. Goals may change based on evolving research needs.
  - e. The Postdoc and the supervisor may engage in ongoing discussions regarding the IDP.

**Section 2. Evaluations.** Postdocs may receive an annual written evaluation prepared by their PI that is signed by both the Postdoc and the PI. If an evaluation is done, it should include a brief narrative on progress during the year, whether the Postdoc is meeting expectations, and plans for future career development. The content of the evaluation must be discussed at a meeting between the mentor and the Postdoc. Copies of the written evaluations must be kept on file in the Departmental office and in the Postdoc's Employment File.

## **ARTICLE 25**

### **OUTSIDE EMPLOYMENT**

Postdoctoral Research Associates who intend to accept any related outside employment shall give notice to the University prior to engaging in any such work. For the purposes of this Article, related outside employment is defined as any activity performed by a Postdoctoral Research Associate, paid or unpaid, that has been secured as a result of their expertise or prominence in the field, or that is related to the specialty or field in which they engage in their professional employment at the University, while not acting in their official capacity as a University employee (i.e., in their own time.) Any such related outside employment must be consistent with all University and State codes of ethics and dual employment rules, where applicable. If a request for an opinion on whether such outside employment is a conflict of interest or would otherwise be inconsistent with the ethical codes is made to the Office of State Ethics and an affirmative response is given, the Postdoctoral Research Associate shall refrain from such employment.

## **ARTICLE 26**

### **INTERNATIONAL POSTDOC RIGHTS**

A Postdoc whose return to the U.S. is delayed by a U.S. government initiated background check or by the legal requirement that they return to their home country prior to readmission to the U.S. will at the discretion of the PI be placed on unpaid leave status for a period determined by the PI, but no longer than the Postdoc's appointment. If the PI approves it, and if it is otherwise authorized by law, the Postdoc may be permitted to work remotely during some or all of this period. The decision of the PI under this provision is not subject to the grievance and arbitration procedure unless it is in violation of another substantive provision of this Agreement.



## ARTICLE 27

### DISCIPLINE AND DISMISSAL

Section 1. The University shall not discipline bargaining unit employees without just cause. As used in this Article "discipline" means a written warning, a suspension without pay or termination of an appointment based upon job-related misconduct, non-job related misconduct or job performance.

Section 2. **Notice of Discipline.** The University will promptly notify the bargaining unit employee and the Union in writing of the issuance of discipline, which may then be challenged through the grievance and arbitration procedures of Article 28.

Section 3. **Dismissals and Unpaid Suspensions:**

- (a) Prior to the dismissal or unpaid suspension of a bargaining unit employee, they shall be provided with written notice, with a copy to the Union, that a dismissal or an unpaid suspension is being considered. The written notice shall include the nature of the alleged violation, the level of discipline contemplated, the right to a hearing, and the right to Union representation. Upon request, the employee and the Union shall be entitled to a copy of any investigatory report that has been prepared that will be used to consider the level of discipline, although confidential information and witness statements may be redacted or withheld.
- (b) Within seven (7) calendar days of receiving the written statement, the bargaining unit employee, or the Union if the employee requests Union representation, may request a hearing before their department head or dean, as appropriate. This hearing shall be held within ten (10) calendar days following receipt of the bargaining unit employee's request, unless mutually extended by the parties. The bargaining unit employee and the Union representative, if any, shall be provided with an opportunity to respond to the reasons for the contemplated dismissal or unpaid suspension.
- (c) Within seven (7) calendar days of the hearing, the department head or dean shall decide whether to dismiss or suspend the bargaining unit employee, and notify them and the Union accordingly. If the decision is to dismiss, the notice will include the effective date. If dismissal or unpaid suspension is not ordered, the department head may impose a lesser form of discipline or impose no discipline. If no discipline is imposed, no record of the incident(s) shall be placed in the employee's employment file.
- (d) The University will not increase the contemplated level of discipline set forth in the written notice of the potential for disciplinary action pursuant to Subsection (a) of this Subsection.
- (e) The decision of the department head or dean under this Section may be appealed directly to Step Two in Article 28.

Section 4. The University may place a bargaining unit employee on paid administrative leave without prior notice in order to investigate allegations of misconduct or dereliction of duty that, in the judgment of the University, warrant relieving the employee from work duties or removing the employee from the premises. The Union will be promptly notified of any such administrative leave. At the conclusion of the investigation, the University shall notify the employee and the Union of the results of the investigation and either initiate the discipline process or put them back



to work if the term of their appointment has not ended. If the term of the employee's appointment ends during a paid administrative leave, the paid leave will terminate as of the end of the appointment term. The following shall apply to leaves under this Section:

- (a) Paid administrative leave shall not be considered discipline; and
- (b) If no disciplinary action is taken, no record of administrative leave will be placed in the employee's employment file.

## **ARTICLE 28**

### **GRIEVANCE AND ARBITRATION**

**Section 1.** The Parties agree that all problems should be resolved whenever possible before the filing of a grievance, and they wish to encourage open communication between managers and Postdoctoral Research Associates, so that the formal grievance procedures will not normally be necessary.

**Section 2. Definitions:**

- (a) A grievance is a claim that there has been a violation of a specific term(s) or provision(s) of this Agreement or of those conditions of employment, which are specified in this Agreement.
- (b) A grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s).

**Section 3. Step 1.** If the grievance is not resolved through informal discussion, it must be reduced to writing, dated, and presented to the department head (or dean for non-departmentalized schools) within thirty (30) calendar days after the event or after the grievant becomes aware or should have become aware of the event giving rise to the grievance. The written grievance must describe the claimed contract violation and identify the provision of the Agreement allegedly violated. If requested, the department head will meet with the grievant and the Union representative. The department head shall provide a written response to the grievance within fifteen (15) calendar days following receipt of the written grievance.

**Section 4. Step 2.** If the grievance is not resolved at Step 1, the grievant may within ten (10) calendar days appeal to the Provost, or designee. The grievant, representatives of the Union and the Provost or designee and University's representatives will meet within ten (10) calendar days of receipt of such appeal in an attempt to resolve the grievance. The department head may attend the meeting. If the matter is not resolved, the Provost, or designee will provide a written decision on the grievance within fifteen (15) calendar days of the meeting.

**Section 5. Grievances Concerning Discrimination.** If the grievance alleges sexual harassment or sexual assault, the filing deadline shall be extended to one hundred eighty (180) calendar days. In the event an investigation is being conducted by the Office of Institutional Equity ("OIE") concerning alleged violations of the University's *Policy Against Discrimination*, any grievance filed under Article 5 concerning those alleged violations shall be filed directly to Step 2 and shall be held in abeyance up to sixty (60) calendar days, provided interim remedial measures

are imposed to protect the grievant from discrimination and retaliation, if applicable. Such measures shall be discussed with the Union. The parties shall commence the Step 2 grievance process at the conclusion of the abeyance period, pursuant to this Section or any other further period to which the parties agree. In accordance with this Subsection, the grievant, representatives of the Union and the Provost or designee and University's representatives will meet in an attempt to resolve the grievance. The department head may attend the meeting. If the matter is not resolved, the Provost, or designee will provide a written decision on the grievance within fifteen (15) calendar days of the commencement of the Step 2 process.

**Section 6. Step 3. Arbitration:**

- (a) If the grievance is not resolved at Step 2, the Union may, within twenty-one (21) calendar days from receipt of the written Step 2 decision, appeal the decision to arbitration by written request to the University.
- (b) The parties may agree to a list of arbitrators who will preside over grievances appealed to arbitration, including accelerated arbitration as set forth in Section 7 of this Article. If the parties do not reach agreement on a list of arbitrators the parties will follow the selection rules in place at the time of the filing of the grievance.
- (c) The labor arbitration rules of the American Arbitration Association (AAA) shall apply to the arbitration. The arbitrator shall issue a decision within thirty (30) calendar days of the close of the hearing. The parties agree that any decision issued within sixty (60) calendar days of the close of the hearing shall be valid. By mutual written agreement, the parties may extend this time limit.
- (d) The expense of such arbitration (cost of meeting room, if any, arbitrator's fee and expenses, and transcript cost, if any) shall be split equally between the parties.
- (e) The parties shall make reasonable efforts to schedule arbitration hearings promptly and, where feasible, within forty-five (45) calendar days of the designation of the arbitrator.

**Section 7. Accelerated Arbitration for Dismissal.** If the Union pursues an appeal of the University's decision to dismiss a Postdoc for whom attending the arbitration hearing shall create a substantial hardship, the Union shall notify the University in writing within three (3) calendar days from the notice of dismissal of the request to appeal to an accelerated arbitration.

Such request to accelerate the arbitration does not automatically waive the Step 2 meeting. The Step 2 meeting will take place within five (5) calendar days of the Union's request for accelerated arbitration, and a written decision on the grievance will be provided within two (2) days of the meeting. Upon notice of the Union's election to proceed with accelerated arbitration, the University and the Union make a good faith effort to schedule a hearing within thirty (30) calendar days of the dismissal. If the grievance is resolved at Step 2, the parties will equally share any cancellation fee incurred.

Nothing in this Section shall preclude the Union and the University from agreeing to a sole arbitrator(s) who will agree to handle dismissals in an expedited manner.

**Section 8.** In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement, or to decide matters outside the issue submitted to arbitration. In

disciplinary cases, the remedy available to the arbitrator shall not exceed making the Postdoc whole for the remainder of their appointment period. The decision of the arbitrator shall be final and binding subject to statutory provisions.

Section 9. Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the Postdoctoral Research Associate and/or Union of the decision rendered and such decision shall be binding upon the Postdoctoral Research Associate and/or Union. Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the member and/or Union to proceed to the next step. By mutual written agreement, the parties may extend the time limits in this Article.

Section 10. Only the Union may appeal denial of a grievance to arbitration.

## **ARTICLE 29**

### **CONTINUATION OF SERVICES**

The Union and the University agree that any differences between the parties on matters relating to the Agreement shall be settled by the means provided in the Agreement. To that end, the University agrees that it will not lock out Postdocs and the Union agrees that it will neither call nor condone any strike, work stoppage or slowdown during the term of this Agreement. The Union agrees that it will act immediately to disavow, prevent and bring about an immediate end to any activity in violation of this Article.

## **ARTICLE 30**

### **SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

## **ARTICLE 31**

### **TERMS AND SCOPE OF AGREEMENT**

Section 1. This Agreement shall go into effect upon legislative approval and shall expire on June 30, 2024; however, the pension, healthcare, and retiree healthcare provisions shall be locked out through June 30, 2027.

Section 2. This Agreement may be reopened for the purpose of negotiating childcare subsidies, tuition reimbursement (including conference and workshop subsidies), and Section 5 of the Union's initial proposal on International Postdoc Rights dated December 11, 2018. The Union may effectuate the reopener by notifying the University in writing by October 1, 2021, of its desire to do so. This agreement to reopen preserves any and all rights the University may have to

challenge these proposals, including but not limited to being outside the mandatory scope of bargaining, and the agreement to a reopener may not be used for or against any party's position with respect to whether any of these proposals are non-mandatory subjects of bargaining.

**SIGN OFF**

For the UAW:



3/12/21

Beverley Brakeman, Director, UAW Region 9A

For the Board of Trustees of  
The University of Connecticut:



Thomas C. Katsouleas, President

**POSTDOC NEGOTIATING TEAM**

Ken Lang, Chief Negotiator  
Christina Baer  
Kirsten Grond  
Shaznene Hussain  
Artemis Louyakis  
James Mickley  
Neranjana Perera

**UConn NEGOTIATING TEAM**

Karen Buffkin, Chief Negotiator  
Renee Boggis  
Kristen Brierley  
Kent Holsinger  
Debra Lucey  
Julie Schwager

## APPENDIX A

### NOTIFICATION TO BARGAINING UNIT MEMBERS IN OIE INVESTIGATIONS

#### **GEU-UAW Local 6950**

The Union for Postdocs and Graduate Assistants

1734 Storrs Road  
Storrs, CT 06268



---

Dear UConn Postdoc:

The International Union, UAW Local 6950, and the University share a commitment to an inclusive campus community free of any form of discrimination or harassment.

The OIE's role is investigatory and does not represent the Complainant or Respondent. If you so desire, a Union representative will work with you as a support person. Whether you are going through our grievance process, state/federal processes, or the OIE process, a Union representative can provide experience, support and help you navigate the available processes and resources.

If you have experienced discrimination and/or harassment, we encourage you to contact the Union to help you. The Union can advocate on your behalf.

Sincerely,

The UConn Postdoc Union, UAW Local 6950

[uconnpostdocsunion@gmail.com](mailto:uconnpostdocsunion@gmail.com) | [www.uconnpostdocunion.org](http://www.uconnpostdocunion.org)