

UCONN

Collective Bargaining Agreement Overview

Postdoctoral Research Associates Union
UAW Local 6950

Introductions

Kent Holsinger, Vice Provost for Graduate Education
and Dean of The Graduate School

Kristen Brierley, Labor Relations Associate/Labor and
Employment Attorney
Office of Faculty & Staff Labor Relations

<https://hr.uconn.edu/labor-contracts-unions/>

kristen.brierley@uconn.edu

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Agenda

- Overview of the Collective Bargaining Agreement (CBA)
- Key provisions
- Q&A

Presentation Dates

- Tuesday, June 1, 2021 – 11:00 AM
- Monday, June 7, 2021 – 3:00 PM
- Friday, June 11, 2021 – 10:00 AM

Collective Bargaining Agreement Overview

- CBA is effective April 28, 2021 through June 30, 2024
- CBA codifies existing practices that we already follow
- Implementation is ongoing
- More information TBA regarding health and pension benefits for Postdocs

Who is covered by the CBA?

- Postdoctoral Research Associates
 - 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.

Who is *not* covered by the CBA?

- Postdoctoral Fellows & Trainees
 - Researcher holding a doctoral degree (or equivalent) who conducts research supported by an individual fellowship award (ex. National Institutes of Health National Research Service Award Postdoctoral Fellowship) or institutional training grant (ex. NIH/NSF Training Grant). Research Fellows receive a stipend as a condition of the award/grant. They do not receive payment for services performed and are not considered employees of the University.
- UConn Health Postdocs (covered by UHP CBA)

Contract Provisions

- Article 1 – Recognition
- **Article 2 – Board Prerogatives**
- **Article 3 – Union Rights**
- Article 4 – Union Security
- **Article 5 – Non-Discrimination & Harassment**
- **Article 6 – Appointments & Reappointments**
- **Article 7 – Layoffs**
- Article 8 – Employment Files
- Article 9 – Workspace & Materials
- **Article 10 – Workload**
- Article 11 – Intellectual Property
- Article 12 – Travel
- Article 13 – Training & Orientation
- Article 14 – Employee Assistance Program
- Article 15 – Union-Management Committee
- Article 16 – Health & Safety
- Article 17 – Parking & Transportation
- **Article 18 – Holidays**
- **Article 19 – Time Off**
- **Article 20 – Personal Leave**
- **Article 21 – Sick Leave**
- Article 22 – Family/Medical Leave
- **Article 23 - Compensation**
- **Article 24 – Professional Development**
- Article 25 – Outside Employment
- Article 26 – International Postdoc Rights
- **Article 27 – Discipline & Dismissal**
- **Article 28 – Grievance & Arbitration**
- Article 29 – Continuation of Services
- Article 30 – Severability
- Article 31 – Terms & Scope of Agreement

Board Prerogatives

Article 2

Unless otherwise provided in the CBA, management of the University is vested exclusively with the University. These rights include but are not limited to:

- Direction of University's missions, programs, objectives, activities, resources, and priorities
- Recruit, hire, appoint, reappoint or transfer Postdocs
- Evaluate, discipline or dismiss Postdocs
- Decisions regarding the subject of research projects, goals and approaches to research, the methods used in research projects, and who performs the research
- Decisions regarding research methodology and materials

Union Rights

Article 3

Section 6 (Union Representatives): Stewards, bargaining team members, and witnesses who are required to testify at grievance or other administrative hearings related to the CBA, shall be allowed reasonable time to participate in such matters. Postdocs shall coordinate with their supervisor in order to maintain required effort on 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 purposes of communicating and meeting with Postdocs....provided that the Union does not disrupt the operations of 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.

Section 9 (Orientation): New Postdocs will continue to be required to attend new employee orientation, at which time the Union will be able to meet with new Postdocs.

Nondiscrimination & Harassment

Article 5

- Provides protections against sexual and other forms of discrimination and harassment. In addition to existing procedures, Postdocs can pursue such complaints through the grievance and arbitration procedure.
- Establishes contractually-protected classes and rules governing discrimination and harassment grievances.
- Provides clear examples of behavior that could constitute sexual harassment.

Appointments & Reappointments

Article 6

- Appointments/reappointments typically are for 1 year
 - Other durations require LR approval
 - Examples include: insufficient funding for 1 year; continuation of the project is for less than 1 year; recruitment or retention issues; visa restrictions
- No obligation to reappoint a Postdoc
- If reappointing a Postdoc, notification of reappointment shall be given to the Postdoc not later than 30 days before the start date of the reappointment
- Provides itemized list of information to be included in an appointment or reappointment letter
- A Postdoc shall serve no more than 5 years as a Postdoc at UConn, unless the University grants an exception

Layoffs

Article 7

- Layoff: involuntary separation or reduction in percentage effort or duration of appointment due to lack of funding
- Notice period (or payment in lieu thereof):
 - Postdocs with less than 3 years of service as a Postdoc at UConn = 30 days
 - Postdocs with more than 3 years of service as a Postdoc at UConn = 60 days
- Contact Labor Relations if you are facing a potential layoff of a Postdoc

Workload

Article 10

- Postdoc appointments typically are full-time, 100% effort, 40 hours per week
- Full-time Postdocs are exempt from the Fair Labor Standards Act (FLSA) and do not receive overtime compensation or accrue compensatory time off
- Work hours and schedules may vary as research needs dictate
- Emphasis is placed on meeting the responsibilities assigned to the position

Holidays

Article 18

- Holidays (12): 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; and Christmas Day
- Postdocs who are required to work on a holiday may arrange with their supervisor for a mutually agreeable day off within the same appointment period

Time Off, Personal Leave & Sick Leave

- Time Off (Article 19):
 - 22 paid days off per year
 - Prorated for less than 100% FTE or less than 1 year appointment
 - Does not carry over to reappointments (if any)
 - No payout of unused time off
 - Tracked at the Departmental level
- Personal Leave (Article 20):
 - 2 days per year
 - Prorated for less than 100% FTE or less than 1 year appointment
 - Does not carry over to reappointments (if any)
 - No payout of unused PL days
- Sick Leave (Article 21):
 - 15 days per year (up to 10 of which may be used for illness of an immediate family member and up to 5 of which may be used for death in the immediate family)
 - Maternity leave: 6/8 weeks for childbirth
 - Nonbirth parent leave: 15 work days to care for or bond with newborn or adopted child
 - Prorated for less than 100% FTE or less than 1 year appointment
 - Does not carry over to reappointments (if any)
 - No payout of unused sick leave days

Compensation

Article 23

- Postdocs shall be appointed or reappointed at not less than the NIH minimum salary (year 0) in effect on the date of their appointment or reappointment
- Postdocs hired on or before 12/13/2019:
 - Effective with the pay period following 3/1/2020, Postdocs shall receive a 1.5% increase to their annual salary
 - On the date of their first reappointment after 3/1/2020, Postdocs shall receive a 1.5% increase to their annual salary OR a salary of \$53,000, whichever is higher.
 - Thereafter, Postdocs who receive any subsequent one-year reappointments shall receive a 3% increase to their annual salary OR the NIH minimum, whichever is greater.
- Postdocs hired after 12/13/2019:
 - Postdocs not on the Payroll as of 12/13/2019 who receive any subsequent one-year reappointments shall receive a 3% increase to their annual salary OR the NIH minimum, whichever is greater.
- Annual salary increases are prorated if Postdoc is appointed at less than 100% FTE for more or less than 1 year
- Pls retain discretion to appoint or reappoint a Postdoc above salary minimum or to provide increases above those specified in the contract

Professional Development

Article 24

- Postdocs shall have the opportunity to develop and discuss an Individual Development Plan (IDP) with their PI
 - An IDP identifies the Postdoc's research goals, professional development, and career objectives
- Postdocs may receive an annual written evaluation prepared by the PI

Discipline & Dismissal

Article 27

- Postdocs may not be disciplined without just cause
- Discipline = written warnings, suspensions without pay, or termination of an appointment based upon job-related misconduct, non-job related misconduct, or job performance.
- There is a process for disciplinary action. **Call LR!**

Grievance & Arbitration

Article 28

Problems should be resolved whenever possible before filing a grievance.

Step 1: If grievance is not resolved through informal discussion, it must be presented in writing to the department head within 30 days of the event or knowledge of the event. The department head will meet with the grievant if requested and provide a written response within 15 calendar days of receipt of the grievance.

Step 2: If grievance is not resolved at Step 1, the grievant may, within 10 calendar days, appeal to the Provost or his designee. The Provost will meet with the grievant within 10 days of receipt of the grievance and provide a written decision within 15 days calendar days of the meeting.

Arbitration: If grievance is not resolved at Step 2, the union may appeal the decision within 21 calendar days to arbitration.



Questions?

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